

**REQUEST FOR PROPOSAL
FOR
SELECTION OF SERVICE PROVIDER FOR ESTABLISHMENT, MAINTENANCE
AND OPERATION OF CT SCAN & MRI CENTRE
AT
CHARAK PALIKA HOSPITAL, MOTI BAGH, NEW DELHI
UNDER
PUBLIC PRIVATE PARTNERSHIP (PPP) MODEL.**



NEW DELHI MUNICIPAL COUNCIL

**RFP No. 19/CMO(Medical)/CPH/16 Med. I (Radiological Facility)
Dated_____.2017**

**DIRECTOR (ACCOUNTS)
6TH FLOOR, PALIKA KENDRA
NEW DELHI MUNICIPAL COUNCIL
SANSAD MARG, NEW DELHI - 110 001
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**Office of
Director (Accounts)
6th Floor, Palika Kendra,
New Delhi Municipal Council
Sansad Marg : New Delhi-110001**

1. RFP for Selection of a Service Provider for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model

1.1 Disclaimer

The information contained in this Request for Proposal document ("**RFP Document**") or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of New Delhi Municipal Council (hereafter referred to as "NDMC") or any of its employees or advisors, is provided to the Bidder (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Bidder/Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the NDMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document 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 document and where necessary obtain independent advice from appropriate sources. The NDMC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Bidders 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

NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NDMC, its employees and advisors make no representation or warranty and shall have no liability to any person including Bidder (s) 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

The NDMC 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 document.

The NDMC 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 document before the last date of bid submission.

The issue of this RFP document does not imply that the NDMC is bound to select an Bidder or to appoint the selected Bidder or Service Provider, as the case may be, for the Project and the NDMC reserves the right to reject all or any of the Bid 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 NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider and the NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2. BACKGROUND & OVERVIEW OF NDMC

2.1 About New Delhi Municipal Council (NDMC)

NDMC is one of the five urban local bodies in National Capital Territory (NCT) of Delhi. It has its origins in the Imperial Delhi Committee, which was constituted on 25 March 1913 to overlook the construction of the new capital of India. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. It is governed by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, and the Members of New Delhi and Delhi Cantonment Legislative Assembly Constituency.

NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of NCT of Delhi. However, an estimated 16-20 lakh floating population in daytime poses challenges for managing the civil services in NDMC area.

NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

2.2 NDMC's key responsibilities are:-

- Providing basic civic amenities
- To manage its own assets and collection of Property Tax
- Building Regulation
- Registration of Birth and Death
- Construction, and maintenance of municipal markets and regulation of trades
- Sanitation & Public Health
- Maintenance of public parks, gardens or recreational centres

NDMC is one of the few local bodies in the country, which is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

2.3 NDMC's TRANSFORMATION INTO A SMART CITY

NDMC has been one of the first cities to initiate Smart City projects which inter-alia include city-wide Wi-Fi services in the Connaught Place and Khan Market area, Multi-tier automatic parking system at Sarojini Nagar and Baba Kharak Singh Marg, a multi utility (Service corridor) duct of about 1.2 km in the

Connaught Place area and e-governance initiatives such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth and death, electricity water connections. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India as one of the 20 Smart Cities under the Smart City Mission.

The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations. NDMC Vision for Smart City is thus:

“To be the Global Benchmark for a Capital City”

2.4 Project Background

The levels of out of pocket expenditure on health care that are incurred by Public across the country as well as NDMC employees are cause of concern. Expenditure on drugs and diagnostics constitutes a substantial proportion of such spending and this is a matter that needs to be addressed. This initiative is being rolled out by NDMC to ensure comprehensive evidence based health care at Charak Palika Hospital to reduce out of pocket expenditure of general public.

3. PROJECT OBJECTIVE & SCOPE

3.1 Project Objective

3.1.1 New Delhi Municipal Council (**NDMC**) intends to set up CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi under Public Private Partnership (**PPP**) model. The Bidder/Bidder should provide complete solution, including the required hardware, software, databases, manpower, medical items, non-medical items, Third Party Utilities, etc. and installation, testing, commissioning, warranty, annual maintenance required, guaranteed uptime etc. for a period of Nine Years.

3.1.2 The Private Partner, hence forth referred to as ‘**Service Provider**’, who shall establish well equipped CT Scan and MRI Centre, with all required

facilities, in the specified space and building to be provided by the NDMC at Charak Palika Hospital, Moti Bagh. The technical specifications of CT Scan & MRI Scan in detail are attached as Annexure XI & XII. The Machines shall be new and not refurbished one, with minimum life guarantee of smooth operation of at least 9 (Nine) Years. The Service Provider, will procure all equipments, material, hire qualified consultants and required manpower and provide round the Clock CT Scan & MRI Services as per the terms and conditions of this RFP. The Service Provider will be responsible for procurement, operation and maintenance of all the equipments and other required medical and non medical items including all back-up services for the unit at his own cost to ensure an un-interrupted service i.e. zero down time in service.

3.1.3 The objective is to provide the CT Scan & MRI facilities to the NDMC employees/retired employees and General Public through a private service provider on Public-Private Partnership basis as per the terms and conditions contained in this RFP.

3.1.4 The Private Service Partner henceforth will be referred to as '**Service Provider**', who shall establish well equipped CT Scan & MRI Centre with all required facilities along with all men and material, at its own cost in the specified space and building which will be provided by the New Delhi Municipal Council (henceforth referred as '**Public Partner (NDMC)**'). The Service Provider will provide round the clock services to all indoor & outdoor patients, with its own equipment's, material and qualified manpower.

3.2 Project Engagement Model

The Engagement model is bifurcated into following two stages-

3.2.1 Implementation Stage:

3.2.1.1 Maximum time for completion and commissioning of CT Scan & MRI Centre by the Service Provider shall be six (6) months from the date of issuance of letter of acceptance.

3.2.1.2 After the expiry of six months from the date of signing of the agreement, penalty of Rs.25,000/- (Rs. Twenty Five Thousand) per week will be imposed on the Service Provider for delay in commencement of the

project for maximum three months and will be paid by the Service Provider to the Public Partner.

3.2.1.3 After three months of penalty period, the Performance Security will be forfeited in favour of Public Partner (NDMC) and agreement will be terminated by the Public Partner. In such case of termination of the agreement, without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Performance Security, NDMC shall not be liable in any manner whatsoever to the Service Provider.

3.2.2 Operation and Maintenance Stage:

- (a) Service Provider Agreement shall be for a period of nine years from the date of issuance of letter of acceptance. This will not include six months implementation period. The Service Provider Agreement is non-renewal and will expire with efflux of time.
- (b) The Service Provider shall operate, maintain and manage CT Scan & MRI Centre throughout contract period in accordance with the terms and conditions of this RFP document.

4. INVITATION FOR PROPOSAL

4.1 Request for Proposal for Selection of Service Provider for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP Model.

4.2 NDMC hereby invites online bids for Selection of a Service Provider for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model for a period of nine years (excluding six months implementation period). Broadly the project includes the following:

- a) Setting up and O&M of CT Scan & MRI Centre at Charak Palika Hospital
- b) 24x7 Cashless CT Scan and MRI facilities to NDMC's employees/ Pensioners beneficiaries of Liberal Medical Health Scheme of NDMC (here-in-after referred to as LMHS)

- c) 24x7 CT Scan & MRI facilities to the General Public at non-NABL CGHS rates for Delhi-NCR Circle.
- d) Due preference be given to emergency cases.

4.3 The RFP document can be downloaded from the NDMC's website www.ndmc.gov.in and the e. procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>. The Bidder is required to deposit a Demand Draft/Banker's Cheque of Rs. 5,000/- (Rupees Ten Thousand only) drawn in favour of "Secretary NDMC" payable at Delhi/New Delhi at the following address and scan copy of acknowledgement thereof of the authorised person of the NDMC is to be up-loaded with the Technical Bid, while submitting the bid:

Office of Director (Accounts)
New Delhi Municipal Council
6th Floor, Palika Kendra,
Sansad Marg, New Delhi 110001
Telephone No. 011-23742694
e.mail address: director.accounts@ndmc.gov.in

4.4 GENERAL TERMS AND CONDITIONS

4.4.1 New Delhi Municipal Council's employees requiring the CT Scan & MRI services will be referred on a prescribed referral letter issued by the designated authority of the Public Partner, along with photocopy of the Health Card issued by the Public Partner. The service Provider will do the desired procures/tests and issue the reports to the patient and keep a copy of the same (reports alongwith copy of Health card issued by Public Partner).

4.4.2 The details of the referral procedure can be decided in consultation with the Director (Medical Services), NDMC before starting the service.

4.4.3 The Service Provider will keep check on the patient's identity and will authenticate the same with the Public Partner (NDMC) in case of any doubt. The responsibility to ensure that cashless services are provided to the authentic Public Partner's employee is of the Service Provider.

4.5 NOTICE INVITING BID & BID DATA SHEET:

S. No.	Information	Details
1.	Date of Issue of Notice Inviting Bid.	26.05.2017
2.	Sale of Tender Document	Tender document can be downloaded from the NDMC Website www.ndmc.gov.in and e. procurement

		Website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in from 26.5.2017 to 12.6.2017 (upto 15.00 hrs.). Cost of Tender Document Non-refundable Rs. Five Thousand only (Rs. 5,000/-) shall be acceptable in the form of Demand Draft / banker's Cheque in favour of Secretary, NDMC." payable at New Delhi (To be delivered physically in the office of Director (Accounts), 6 th Floor, Palika Kendra, Sansad Marg, New Delhi-110001 and acknowledgment thereof to be uploaded on the e. procurement website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in alongwith Technical Bid).
3.	Last date to send requests for clarifications/additional information.	05/06/2017 (till 17:00 hrs), should be invariably e-mailed to: director.accounts@ndmc.gov.in after pre-bid meeting upto 5.00 P.M. on 05/06/2017 or presented both as hard and soft copy during pre-bid meeting in the prescribed Annexure VII attached with RFP.
4.	Date, Time and Place of Pre-Bid conference	On <u>5.06.2017</u> at 11:00 hrs at Council Room, 3 rd Floor, NDMC, Palika Kendra, New Delhi-110001.
5.	Release of response to clarifications would be available at	06.06.2017 www.ndmc.gov.in and e. procurement Website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in
6.	Last date and time for uploading the bids on the e. procurement Website of Govt. of NCT of Delhi https://govtprocurement.delhi.gov.in (Bid Due Date)	12.06.2017 till 04.00 P.M.
7.	Technical Bid Opening Date & Time	12.06.2017 at 04:30 P.M.
8.	Financial Bid Opening Date & Time	To be informed
9.	Address for communication and Place of Opening of Financial Bids.	Office of Director (Accounts), 6 th Floor, Palika Kendra, Sansad Marg, New Delhi-110001.

4.6 Other Important Information Related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD)	Rs. 5.00 Lakhs (Rupees Five Lakh Only)
2	RFP Document Fee	Rs. 5,000 (Rupees Five Thousand Only) (Non-Refundable).
3.	Bid Validity Period	One-hundred-and-eighty days (180) from the date of opening of Bids.
4.	Criteria for evaluation of Financial Bid and Selection of Service Provider.	% (percentage) discount upto 2 decimal points on CGHS Delhi-NCR Circle Rates for NABL investigation/procedures of CT & MRI Scan.
5.	Last date for furnishing Performance Bank Guarantee to NDMC (By selected Service Provider)	Within Fifteen (15) days of the date of issue of Letter of Acceptance (LOA).
6.	Performance Bank Guarantee	Rs. 25 lakh (Rupees Twenty Five Lakh Only). To be furnished as per Format of Annexure VIII.
7.	Performance Bank Guarantee (PBG) validity period	PBG shall be valid till for 180 days beyond the term of the agreement period of nine years.
8.	Last date for signing the Agreement	21 days from the date of issue of Letter of Acceptance.
9.	Period of Contract	The period of Contract shall be nine years from the date of issuance of letter of acceptance. The nine years Contract period of Service Provider Agreement shall not include 'Implementation Period' of six months, which will be allowed over and over the said Contract Period of 9 (Nine) years.
10.	Draft Contract Service Provider Agreement	Being up-loaded separately. Prospective Bidders are requested to go through the Contract Agreement. The Contract Agreement is not required to be up-loaded with the Bid. However, successful Bidder shall have to enter/sign/execute this Contract Agreement

5.0 Instructions to the Bidders:

5.1 The following shall be noted by the Bidders:

5.1.1 All subsequent notifications, changes and amendments will be uploaded on the NDMC's website (www.ndmc.gov.in) and on the e. procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>.

5.1.2 Bidders are advised to study this RFP document carefully prior to submitting their bids/proposals in response to the RFP document. Submission of a proposal in response to this notice shall be deemed to have been done after a careful study and examination of this RFP document with full understanding of its terms, conditions, implications and after assessment of the project viability by Site Visit.

5.1.3 The Bidder shall prepare and submit its offer as per instructions given under this Section

5.1.4 The discount quoted shall be firm and shall be quoted in the format as per attached Annexure VI.

5.1.5 The bids (comprising of Technical & Financial Bids) shall be up-loaded by the Bidders on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> well before due date and time, with a declaration as per Annexure III.

5.1.6 While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services and systems needs to meet the requirements.

5.1.8 No commitment of any kind, contractual or otherwise shall exit unless and until a formal written contract has been executed or on behalf of the Nodal Authority or his authorized officer of the Public Partner (NDMC). Any notification to successful Bidder (including issue of a Letter of Acceptance) by NDMC shall not give rise to any enforceable rights by the Bidder. NDMC may cancel this Public Procurement at any time prior to a formal written Service Provider Agreement being executed by or on behalf of NDMC.

5.1.9 Public Partner (NDMC) may terminate the RFP process at any time and without assigning any reason. Public Partner (NDMC) makes no commitments, express or implied that this process will result in a Contract for the Project with anyone.

5.1.10 This RFP does not constitute an offer by the Public Partner (NDMC), the bidder's participation in this process may result in selection of the Bidder towards execution of the Contract.

5.2 Pre-Bid Meeting

- 5.2.1 Pre-Bid Meeting will be convened at the designated date as mentioned in Clause 4.5 at a time and place specified by the NDMC.
- 5.2.2 During the course of Pre-Bid Conference(s), the Bidders/intended Bidders may seek clarifications and make suggestions for consideration of the NDMC.
- 5.2.3 The NDMC shall endeavour 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.
- 5.2.4 All enquiries/clarifications from the intended Bidders relating to this RFP document must be submitted to NDMC before the deadline mentioned in RFP document (NOTICE INVITING BID & BID DATA SHEET – Clause 4.5). These queries should invariably be sent through email to director.accounts@ndmc.gov.in in the format as added as Annexure VII to RFP.

5.3 Clarifications

- 5.3.1 The NDMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the NDMC 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 NDMC to respond to any question or to provide any clarification.
- 5.3.2 The NDMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through its website as well as through e.procurement website of Govt. of NCT of Delhi. All clarifications, interpretations, corrigendum/addendum issued by the NDMC shall be deemed to be part of the RFP document. Verbal clarifications and information given by NDMC or its employees or representatives shall not in any way or manner be binding on the NDMC.

5.4 Modification in the RFP Document

- 5.4.1 At any time prior to the Bid Due Date, the NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by

an Bidder, modify the RFP document by the issuance of Addendum/Corrigendum.

5.4.2 Any Corrigendum/Addendum /clarification issued hereunder will be in writing and will be published on the NDMC's website (www.ndmc.gov.in) and Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> to make it accessible to all Bidders, and shall be deemed to be a part of this RFP document.

5.4.3 In order to afford the Bidders a reasonable time for taking the Corrigendum /Addendum into account, or for any other reason, the NDMC may, in its sole discretion, extend the Bid Due Date.

5.5 Earnest Money Deposit (EMD)

5.5.1 The Bidder shall furnish as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 5.00 Lakhs (Rs. Five Lakhs only) in the form of Demand Draft/ Pay Order/ Bankers Cheque/ FDR/ TDR in favour of "Secretary, NDMC" payable at Delhi/New Delhi, which shall be delivered in the Office of **the Director (Accounts), Accounts Department, NDMC, Room No. 6011, 6th Floor, New Delhi Municipal Council, Palika Kendra, New Delhi - 110001**, physically before submitting the Bid and the scan copy of the acknowledgement thereof alongwith acknowledgement of the Bid/Tender Cost issued by the competent official(s) of the Office of the Director (Accounts), 6TH Floor, Palika Kendra, Sansad Marg, New Delhi-110001 shall be up-loaded on the e. procurement website <https://govtprocurement.delhi.gov.in> of Govt. of NCT of Delhi alongwith PQ/Technical Bid.

5.5.2 The NDMC shall not be liable to pay any interest on the Earnest Money Deposit so made and the same shall be interest free.

5.5.3 It may be noted that no bidding entity is exempt from deposit of EMD. Any Bid not accompanied by the Earnest Money Deposit shall be summarily rejected by the NDMC as non-responsive.

5.5.4 The Earnest Money Deposit of unsuccessful Bidders will be returned by the NDMC, without any interest, after award of the work to the Successful Bidder.

- 5.5.5 The successful Bidder/ Service Provider EMD will be returned, without any interest, upon the Service Provider signing the Service Provider Agreement after furnishing the Performance Security in accordance with the provisions thereof in the RFP.
- 5.5.6 The NDMC shall be entitled to forfeit and appropriate the EMD as Damages *inter alia* in any of the events specified in Clause 5.5.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP document, shall be deemed to have acknowledged and confirmed that the NDMC 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 document. No relaxation of any kind on EMD shall be given to any Bidder.
- 5.5.7 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or under the Service Provider Agreement, or otherwise, if-
- (a) the Bidder submits a non-responsive Bid;
 - (b) the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 10 of this RFP document;
 - (c) the Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the NDMC;
 - (d) the Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of Letter of Agreement; or
 - (ii) to sign the Concession/Service Provider Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed there for in the Service Provider Agreement.

In such an event, the decision of the NDMC regarding forfeiture of the EMD shall be final and binding upon Bidders.

- 5.5.8 Bidders should mention the beneficiary account details for EMD refund in the Earnest Money Deposit Form as required for Refund. The beneficiary account provided for EMD refund should remain active for successful EMD refund. The earnest money deposit of unsuccessful Bidders will be refunded either through RTGS/NEFT mode or the Demand Draft/Banker's Cheque deposited by them at the time of submitting Bid will be returned to them with suitable endorsement. Bidder should submit scanned copy of cancelled cheque of the beneficiary account for EMD refund.

5.5.9 Any Bidder shall be liable for disqualification and forfeiture of Earnest Money Deposit if any legal, financial or technical adviser of the NDMC 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 the Project during the Bidding Process or subsequent to the (i) issue of the Letter of Acceptance or (ii) execution of the Service Provider Agreement. In the event any such adviser is engaged by the Bidder or Service Provider, as the case may be, after issue of the incidental to Project, then notwithstanding anything to the contrary contained herein or in the Letter of Acceptance or the Service Provider Agreement and without prejudice to any other right or remedy of the NDMC, including the forfeiture and appropriation of the Earnest Money Deposit or Performance Security, as the case may be, which the NDMC may have there under or otherwise, the Letter of Acceptance or the Service Provider Agreement, as the case may be, shall be liable to be terminated without the NDMC being liable in any manner whatsoever to the Bidder or Service Provider for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or Service Provider, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. 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.

5.5.10. In case of forfeiture of EMD as prescribed in as above, the Bidder shall not be allowed to participate in the rebidding process of the same project.

5.6 PREPARATION AND SUBMISSION OF BIDS

5.6 ONLINE PROPOSAL/ BID SUBMISSION

5.6.1 The bidder is responsible for registration of the e-procurement portal (www.govtprocurement.delhi.gov.in) of Govt. of NCT of Delhi at their own cost. The

bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

5.6.2 The mode of tender is online and shall be two bid/stage system:

a. Technical bid

b. Financial Bid

The bidder has to technically qualify in terms of the /Basic minimum eligibility criteria for which the prescribed documents as detailed on pages 98-99 and Clause 6.2.3.3. of this RFP are required to be uploaded and to be produced if demanded. The bidders who technically qualify will only be eligible for financial bid opening.

The Contract shall be awarded to the the Bidder whose Financial Bid has the highest quoted discount rate (in percentage) for the Project ("H1 Bidder").

5.6.3 The Bidder shall submit the proposals online separately for a) and b) as described below on the e-procurement portal of Govt. of NCT of Delhi www.govtprocurement.delhi.gov.in :

a. **Pre-qualification and Technical Bid/ Proposal**–Scanned copy of the prescribed documents as detailed at pages 98-99 and Clause 6.2.3.3. of this RFP in PDF file format are to be positively up-loaded, signed on each page &, with file name clearly mentioning: **"PQ and Tech bid for selection of Service Provider for "Establishment, Operation and Maintenance of CT Scan and MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi under PPP Model"**-submit on line only separately.

b. **Financial Proposal/Price bid** –*submit online separately.*

The Bidder shall submit its Technical and Financial bids in the form and manner specified in this RFP document online.

5.6.4. Upon selection, the Bidder shall be required to enter into a Service Provider Agreement with NDMC. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.

5.6.5 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.

5.6.6 The Bidder is allowed to submit only one proposal against this RFP. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Scan copy of Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

5.6.7 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMC through the Selection Process specified in this RFP document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMC's decisions are without any right of appeal whatsoever.

5.7 PROCESS OF SUBMISSION OF BID DOCUMENTS

5.7.1 Bidders shall submit the technical/pre-qualification bid online at <https://govtprocurement.delhi.gov.in> on or before tender due date/last date of bid

submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.

5.7.2. The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.

5.7.3 The Bidder shall provide all the information sought under this tender document, NDMC would evaluate only those Tenders that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.

5.7.4. The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the Tender shall be initialed by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").

5.7.5. Bidders should note the tender due date (last date of submission of the bid), as specified in the tender schedule, for submission of Tenders. Except as specifically provided in this tender, no supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of tender due date.

Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.7.6. While submitting the bid, it may be noted that:

- i. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- ii. Ambiguous bids will be out rightly rejected.
- iii. NDMC will *NOT* be responsible for any delay on the part of the Bidder in submission of the tender bids.
- iv. The offers submitted by telegram/ fax/ E-mail etc. shall *NOT* be considered. No correspondence will be entertained on this matter.
- v. Conditional tenders shall *NOT* be accepted, on any ground and shall be rejected straightway.
- vii. When deemed necessary, NDMC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.
- viii. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of NDMC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

5.8 FORMAT AND SIGNING OF PROPOSAL

- a) The Bidder shall provide all the information sought under this RFP. The NDMC will evaluate only those Proposals that are received in the required Format and complete in all respects.

The Bidder shall prepare and submit the Technical Bid (together with scan copy of the originals Documents required to be submitted along therewith pursuant to details provided on pages 98-99 and Clause 6.2.3.3. of this RFP) along with the EMD and Tender Cost deposit acknowledgement **as DETAILED ABOVE.**

The Price Bid must be submitted on Delhi Govt. Website <http://govtprocurement.delhi.gov.in> separately.

- b) The Technical Proposal and shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory shall bind the Bidder to the contract. 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 Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner. The Technical bid should be up-loaded on Govt.

of NCT of Delhi e.procurement website <http://govtprocurement.delhi.gov.in> before the prescribed time and date.

C) The Proposal must be properly signed by the authorized signatory (the "Authorized Signatory") as the Bidder holding the power of Attorney. If possible, such Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.

5.9 PROPOSAL SUBMISSION:

5.9.1 It is expected that Bidders have read and understood the RFP document along with clarification/addenda (if any) before the proposal submission. As a matter of confirmation of the same, a copy of the RFP document including other documents like clarification & addendum, if any, duly signed by the authorized signatory shall be submitted along with the bid. The bid documents shall have an index page with page numbers specified for all the key information/headers.

Technical Bid should include the following documents:

- (i) Power of Attorney for signing of Bid, Authority Letter after the Resolution passed by the board of directors.
- (ii) A copy of the RFP and decisions of the Pre-Bid Meeting with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (i) hereinabove.

5.10 FINANCIAL BID

5.10.1 Submission of Financial Bids only online: The Financial Bid should be up-loaded on Govt. of NCT of Delhi e.procurement website <http://govtprocurement.delhi.gov.in> separately.

5.10.1.1 The Bidder shall quote a single "**discount rate (in percentage) (upto two decimal points) on the prevailing CGHS rates for non-NABL CT SCAN & MRI procedures/services applicable for Delhi-NCR Circle**" throughout the Contract period of nine (9) years from the date of signing of Service Provider Agreement, as per the format given in the RFP document (**Annexure - VI**). This discount rate (in percentage) will remain applicable as and when there is revision of non-NABL rates by CGHS applicable to Delhi-NCR Circle for CT and/or MRI facilities. In case any procedure/Service (CT Scan & MRI) which is generally essential for the patients and not listed in the notified non-NABL CGHS rate list of Delhi-NCR Circle, the rates will be decided as follows:

- i) rates for such procedures/services prescribed in the NABL CGHS rate list will be applicable;
- ii) if no rates as mentioned in (i) above are available, then rates charged by AIIMS will be applicable;

- iii) if no rates as mentioned in (i) and (ii) above are available, then rates charged by Dr. RML Hospital will be applicable;
- iv) if no rates as mentioned in (i), (ii) and (iii) above are available, then rates charged by Safdarjung Hospital will be applicable;
- v) if no rates as mentioned in (i), (ii), (iii) and (iv) above are available, then rates decided by NDMC will be applicable.

The discount rate (in percentage) will remain applicable in all the above mentioned scenarios also.

5.10.1.2 Any bid which does not conform to the formats prescribed above will be disqualified.

5.26.1.3 The Service Provider shall pay all duties and taxes in consequence of its obligations under this Concession/Service Provider Agreement, including customs duties if any, and the Public Partner (NDMC) will not be liable for any such payments.

5.26.1.4 The Bidders shall enclose the probable means of Financing Arrangement for the Project, if applicable.

6. EVALUATION OF BIDS

6.1 BID EVALUATION COMMITTEE

- 6.1.1 Service Partner (NDMC) will constitute a Bid Evaluation Committee to evaluate the bids.
- 6.1.2 The Bid Evaluation Committee, NDMC may seek clarifications in writing from the Bidders on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder in the bid.
- 6.1.3 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP document. NDMC reserves the right to reject any or all proposals on the basis of any deviations from this RFP document.
- 6.1.4 All the Bidders qualifying in the eligibility criteria as mentioned in clause 6.2.3.3 will be declared as eligible Bidders for opening of their financial bids.

6.2 Tests of responsiveness

- 6.2.1 Prior to evaluation of Bids, the NDMC shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid shall be considered responsive if:

- (a) it is up-loaded on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> as per the format defined in RFP document.
- (b) it is up-loaded by the Bid Due Date including any extension thereof;
- (c) it is signed, scanned and up-loaded on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in> as stipulated in Section 5-Instructions to the Bidders.
- (d) it is accompanied by the scan copy acknowledgements of Earnest Money Deposit/RFP (Tender) Cost;
- (e) it is accompanied by the scan copy of the Power(s) of Attorney, if applicable;
- (f) it contains all the information (complete in all respects) as requested in this RFP document (in formats same as those specified);
- (g) it quotes complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder;
- (h) it does comply with all the Technical specifications and General Terms and conditions;
- (i) it does not contain any condition or dis-qualification;
- (j) the Bidder has submitted all additional information or clarification as sought by NDMC within the prescribed period;
- (k) Scan copy of Bids is accompanied by duly signed integrity pact; and
- (l) it is not non-responsive in terms thereof.

6.2.2 The NDMC 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 NDMC in respect of such Bid. Provided, however, that the NDMC may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

6.2.3 Earnest Money Deposit, RFP Document Cost and Eligibility Criteria:

6.2.3.1 The bids without Earnest Money Deposit will be summarily rejected.

6.2.3.2 In case, the Bidder has downloaded the RFP document from the NDMC's website or the e.procurement website of Govt. of NCT of Delhi, then the Bidder is required to pay the cost of RFP document along with the EMD through Demand Draft/Banker's Cheque of the prescribed value. The scanned copy of the receipt issued by the Office of the Director (Accounts) shall be uploaded with the PQ/Technical Bid, failing which the Bid shall be rejected.

6.2.3.3 The Financial Bid of the only those Bidders shall be evaluated, who up-load the prescribed documents with Technical Bid as detailed on pages

98-99 and Clause 6.2.3.3. of this RFP and fulfills Eligibility Criteria, as given below:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Bidder Entity	The Service Provider/ Bidder should be an Individual, Sole Proprietorship Firm or a registered legal entity such as Company Registered under Companies Act 1956/ 2013, Partnership Act, Societies Registration Act, Trust Act or an equivalent law applicable in the region/State/Country. The Joint Ventures/ Consortium are not eligible to Bid.	Partnership Deed in case of Partnership Firm. In case of company, the following is required: a) Certificates of incorporation; b) Registration Certificates; Power of attorney for Authorized Representative (Annexure II), if applicable. In case of other Legal Entities Certificate of Incorporation/Registration as the case may be, issued by the appropriate authority as per the relevant law. The Scan copy of the document(s) to be up-loaded by the respective Bidders, as are relevant to them.
2	General Requirement	(i) The Bidder shall be Individual, Sole Proprietorship Firm or a Legal Entity as defined at Sl. No. 1 of the Eligibility Criteria having an independent CT or MRI Centre or both.	Scan Copy of Certificate issued by appropriate authority/person for operation/maintenance/management of independent CT or MRI Centre or both by the Bidder to be up-loaded with PQ/Technical Bid.

		<p>(ii) The Bidder shall be registered with the concerned authority for operating both CT Scan and MRI centre before the advertisement date of this RFP.</p> <p>(iii) The Bidder should have minimum experience of Three (3) years of successfully running/providing/managing a CT & MRI Centre or both the facilities in a diagnostics centre of hospital or independent centre upto the last date of submission of bids under this RFP document.</p>	<p>The Certificate of Registration issued by the Appropriate Authority authorizing the Bidder for operation of CT & MRI Scans to be up-loaded with PQ/Technical Bid.</p> <p>Scan copy of documentary evidence confirming the requirements to be up-loaded with PQ/Technical Bid.</p>
3	Turnover	<p>The Bidder shall have minimum annual turnover of Rs. 2.5 Crore (Rs. Two Crores Fifty Lakhs) in each of the last 3 financial years (2014-15, 2015-16 and 2016-2017) in respect of CT and/or MRI diagnostic only. Figures to be certified/verified by the C.A. in case Bidder is carrying out comprehensive business during these financial years, which includes turnover figures from other business (s) also.</p>	<p>a) Scan Copy of Certificate providing exclusive turnover figures from CT and/or MRI diagnostic only issued by Chartered Accountant for last three financial year 2014-15, 2015-16 & 2016-17 to be up-loaded alongwith PQ/Technical Bid.</p> <p style="text-align: center;">and</p> <p>b) Audited financial statements for the last three financial years (FY 2014-15, 2015-16 & 2016-17), identifying the turnover figures from CT and/or MRI diagnostic only to be up-loaded alongwith PQ/Technical Bid</p> <p>Declaration in form of Annexure III is to be</p>

			submitted by the Bidder.
4	Net-worth	The Bidder shall have positive net worth as per the audited financial statement of the financial year (2016-17).	Certificate from the Statutory Audit or on net worth details over the financial year (2016-17).
5	Solvency	The Bidder shall have bank Solvency certificate of not less than Rs. 75.00 Lacs (Rs. Seventy Lacs only)	Certificate from Bank in this regard (certificate issued within last six months from the date of issue of this RFP document will be considered for this purpose).
6	Registration under Tax Labour Laws Electrical Laws, etc.	The Bidder should have a registered number valid as on date of submission of bid documents of: (a) VAT/Sales Tax where its business is located; (b) Service Tax; (c) Income Tax PAN; (d) ESI & EPF registration as per Labour Laws.	Scanned copy of of relevant(s) Certificates of Registration to be uploaded. In case the Bidder does not have Service Tax, ESI & EPF registration than the Bidder has to give the undertaking that he will get these registration within 45 days from the date of signing of Agreement for this work.
7	No Barring Certificate	Any entity which has been barred, blacklisted or deregistered by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit the Bid.	Undertaking by the authorized signatory as per the form mentioned in Annexure - IV .
8	Integrity Pact	Duly signed Integrity Pact as per Annexure -V .	The Bidder has to submit has to submit duly signed Integrity Pact as per Annexure - V alongwith its proposal.

6.2.2.4 The Bidder shall submit scan copy of all the above documents as a part of Pre-Qualification/Technical Bid in the prescribed formats mentioned in the RFP and up-load the same on the e.procurement website of Govt. of NCT of Delhi <https://govtprocurement.delhi.gov.in>

6.3 Financial Evaluation

6.3.1 The Financial Bids of Eligible Bidders found eligible based on Pre-Qualification/Technical Parameters as prescribed in the RFP will be opened on date, time and place as communicated to them by the NDMC in writing in the presence of Bidders who choose to attend.

6.3.2 The Financial Bids shall be evaluated on the basis of the discount rate (in percentage) quoted by the Bidders as brought out in Clause 6.3.3 and 6.3.4.1 here-in-after.

6.3.3 The Bidder whose Financial Bid has the highest quoted discount rate (in percentage) for the Project ("H1 Bidder") shall be declared as the successful Bidder/Service Provider for this Project.

6.3.4 Evaluation of the successful Bidder/ Service Provider.

6.3.4.1 In the event that two or more Bidders quoting the exactly same discount rate in respect of the Project, then the successful Bidder/ Service Provider for award of work will be selected in the following manner:

- (a) The Bidder whose financial net worth at the end of financial year 2016-17 is highest for the Project among such Bidders quoting the same discount rate will be declared as successful Bidder/Service Provider for award of work;
- (b) In case, Bidders quoting the same discount rate also have same financial net worth, then the Bidder having more experience will be declared as successful Bidder/ Service Provider for award of work;
- (c) If none of the above resolves the tie, a simple draw method will be used for tie-breaking. The successful Bidder/ Service Provider for award of work will be selected by draw on date, time and place as communicated to all such Bidders by the NDMC in writing in presence of such Bidders who choose to attend.

7 APPOINTMENT OF SERVICE PROVIDER

7.1 Selection of Bidder

- 7.1.1 Service Partner (NDMC) will award the Contract to the Successful Bidder fulfilling the Pre-Qualification and Technical Parameters as per RFP and whose Financial Bid has the highest quoted discount rate (in percentage).
- 7.1.2 Service Partner (NDMC) reserves the right to accept or reject and bid(s) and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the effected Bidder or Bidders of the ground for Service Partner (NDMC) action.
- 7.1.3 After selection of Successful Bidder/Service Provider for award of work in terms of Clause 7.1.1, a Letter of Acceptance (the "LOA") shall be issued, in duplicate, by the NDMC and the successful Bidder/selected Service Provider shall, within seven (7) 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 successful Bidder/selected Service Provider is not received by the stipulated date, the NDMC may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as Damages on account of failure of the successful Bidder/selected Service Provider to acknowledge the LOA.
- 7.1.4 Issue of Letter of Acceptance (LOA) shall not be construed as any right given in favour of the successful Bidder/selected Service Provider and NDMC reserves the right to annul the process of award, including signing of Service Provider Agreement, of this project without any liability or any obligation for such annulment, and without assigning any reasons thereof.
- 7.1.5 Upon issue of LOA to the successful Bidder/selected Service Provider, NDMC will release the EMD of all the remaining Bidders, except the successful Bidder/Service Provider.
- 7.1.6 After acknowledgement of the LOA as aforesaid by the successful Bidder/selected Service Provider, it shall cause the successful Bidder/selected Service Provider to execute the Service Provider Agreement within the period prescribed in Clause 4.6. The successful Bidder/selected Service Provider shall not be entitled to seek any deviation, modification or amendment in the Service Provider Agreement.

7.2 Term of the Service Provider Agreement

The term of this Service Provider Agreement shall be a period of nine (9) years from the date of issuance of letter of acceptance. The Service

Provider Agreement period shall not be extended beyond nine (9) years in any case.

7.3 Performance Bank Guarantee

- 7.3.1 The successful Bidder/selected Service Provider shall be required to submit a Performance Bank Guarantee (PBG) of Rs. 25 laks (Rupees Twenty Five lakhs only) (**Annexure VIII**) to the NDMC within 15 (fifteen) days from the date of issue of Letter of Acceptance. The NDMC shall not be liable to pay any interest on the Performance bank Guarantee so made and the same shall be interest free.
- 7.3.2 Performance Bank Guarantee shall be valid for 180 days beyond the term of the Service Provider Agreement. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 7.3.3 In case, the successful Bidder/selected Service Provider fails to submit performance bank guarantee within the time stipulated, the NDMC at its discretion may cancel the Letter of Acceptance issued to the successful Bidder/selected Service Provider without giving any notice and may invoke the EMD of such successful Bidder/selected Service Provider.
- 7.3.4 NDMC shall invoke the Performance Bank Guarantee in case the Service Provider fails to discharge their contractual obligations during the Concession/Service Provider Agreement period or NDMC incurs any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms and conditions.

7.4 Release of Performance Bank Guarantee

The Performance Bank Guarantee will be released only after meeting all of the following conditions:

- After successful implementation of this project;
- Successful managing, operation and maintenance of all the services under this agreement;
- Payment of all the penalties throughout implementation, operation and maintenance period;
- Payment of all requisite payments to be made to the Public Partner (NDMC) as per agreement alongwith penalties, if any;
- At the end of the concession/contract period, Performance Bank Guarantee of Service Provider will be released after successful handing over all the project site in same condition as it was taken over by the Service Provider at the beginning of agreement period, except any ordinary wear and tear with efflux of time. If any deficiency noticed at

the time of handing over the Service Provider has to get rectified/replaced the same at its own cost within 15 days otherwise NDMC will get it rectified at the risk and cost of the Service Provider.

- On production of clearance for all applicable dues, if any.

7.5 Signing of Service Provider Agreement

- 7.5.1 Subsequent to NDMC's issuing Letter of Acceptance to the successful Bidder/selected Service Provider shall execute the Service Provider Agreement with the NDMC within a period of 21 days from the date of issue of the Letter of Acceptance subject to the condition that the Performance Bank Guarantee has been deposited by the successful Bidder/selected Service Provider within the prescribed period.
- 7.5.2 The Draft Legal Contract Agreement to be executed is up-loaded separately. Prospective Bidders are requested to go through the Contract Agreement. The Contract Agreement is not required to be up-loaded with the Bid. However, successful Bidder shall have to enter/sign/execute this Contract Agreement.
- 7.5.3 Failure of the successful Bidder/selected Service Provider to furnish the Performance Bank Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the successful Bidder/selected Service Provider to be liquidated/forfeited. The successful Bidder/selected Service Provider shall be liable to indemnify NDMC for any additional cost or expense, incurred on account of failure of the successful Bidder/selected Service Provider to execute the Agreement.
- 7.5.4 Notwithstanding anything to the contrary mentioned above, NDMC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful Bidder/selected Service Provider, provided the same is bona-fide.
- 7.5.5 Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for the annulment of the award.

7.6 TAX LIABILITY

- 7.6.1 The Service Provider shall be responsible for all the statutory taxes, statutory dues, local levies, Service tax, GST, Income Tax deduction at source at the prescribed rates etc. to be paid to Government/Statutory bodies/Authorities etc. for the services rendered by it. There will be no tax liability upon the NDMC whatsoever on any account.
- 7.6.2 The Service Provider indemnifies NDMC from any claims that may arise from the statutory authorities in connection with this License.
- 7.6.3 The Service Provider should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NDMC be drawn into litigation on these counts.

7.7 Failure to Agree with the Terms and Conditions of the RFP document

7.7.1 The performance of Service Provider will be continuously reviewed by NDMC to maintain the terms & conditions as specified in this RFP document. Based on the review, if the Service Provider fails to satisfy / maintain their commitment with respect to Performance, Timely Implementation of the Project etc. the Service Provider will be given 30 days' as cure period and if it is not cured within 30 days then NDMC will terminate the Service Provider Agreement by giving further notice of 30 days for termination of the Agreement. NDMC's decision in this regard will be final.

7.7.2 In addition, NDMC reserves the right to appropriate the EMD/ Performance Bank Guarantee given by the Bidder/Service Provider and black-list the Service Provider.

8.0 Scope of the work and services for both the parties

8.1 Work and services under scope of the Public Partner (NDMC):

- (i) The public partner (NDMC) will provide 2103.68 sq. ft. of built-up space at Charak Palika Hospital Building, Moti Bagh, New Delhi (on '**AS IS WHERE IS BASIS**') for setting up the CT Scan & MRI centre 'free of rent' for the Contract period (Layout Plan of the Site added as Annexure IX). Before bidding, the Service Provider is advised to make a visit to the Hospital and see the location/Space and infrastructure as is available for the proposed centre or balance infrastructure, electric, civil work to be provided/carried out by the Service Provider at his own cost.
- (ii) Connection of Electricity and Water supply at the commercial rates will be provided by the Public Partner (NDMC) in the name of the Service Provider on an application made in this behalf by the Service Provider only for the valid contract period for the handed over portion of the building. However, the payment regarding electricity and water charges shall be paid by service provider on the basis of actual bill.
- (iii) No fresh fittings or pipelines will be laid down by the Public Partner (NDMC). No Civil or electrical job inside the handed over portion of the building will be taken up by the public partner. The said portion of the building will be handed over to the Service Provider on '**AS IS WHERE IS BASIS**'.

- (iv) No new civil, electrical or any other work will be taken over by the Public Partner (NDMC) within the built-up space provided to the Service Provider. These works as per actual requirements for successful completion of the contract as per the terms and conditions of the RFP may be carried out by the Service Provider at his own cost with the prior approval of the Public Partner, without affecting the structural stability.
- (v) The installation repair and maintenance of the electrical lines, water pipelines, air conditioning fittings and any other type of fitting inside the building, handed over by the Public Partner (NDMC) will be the sole responsibility of the Service Provider.
- (vi) An officer of the Public Partner (NDMC) will be nominated as Nodal Officer to co-ordinate with the Service Provider.

8.2 SCOPE OF WORK AND SERVICES FOR THE SERVICE PROVIDER:

8.2.1 The Service Provider has to establish a State-of-Art Centre for CT Scan & MRI facilities at the location mentioned in Clause 8.1 (i) above (Layout Plan of the Site added as Annexure IX)) only as per the scope of work and Services to be performed by the Service Provider under the terms and conditions of the RFP described here-in-after:

- i) State-of-The Art New whole Body Multi Slice (16 Slice) “ALL PURPOSE” CT Scanner (Rotation) and 1.5 Tesla or above, Top-of-the-line, Super Conducting MRI System** have to be installed and should be of reputed OEMs. The machines should be of reputed OEMs **like GE, Phillips, Siemens, Wipro etc.** These are the Preliminary specifications and detailed Technical Specifications are added as Annexure XI & XII to the RFP. The machine should have a life span of atleast Nine years.
- ii) The Service Provider shall provide CT Scan & MRI procedures/services to the:
 - a) New Delhi Municipal Council's employees and retired employees of NDMC covered under Liberal Medical Health Scheme (here-in-after referred to as LBMS) of NDMC, on cashless basis, as per prevailing non- Delhi-NCR Circle(as revised from time to time) for the CT Scan & MRI procedures/services; and
 - b) General Public on chargeable basis, as per prevailing non-NABL CGHS rates applicable for Delhi-NCR Circle (as revised from time to time) for the CT Scan & MRI procedures/services. The Service Provider in such case shall pay the amount equal to the discount percentage quoted by it to Public Partner (NDMC).

(iii) (MINIMUM TECHNICAL SPECIFICATIONS OF THE EQUIPMENT TO BE INSTALLED BY THE SERVICE PROVIDER:

Bidder shall submit an Undertaking for furnishing requisite certificate from the original equipment manufacturer (OEM) as per Annexure XIII of the RFP alongwith, the technical bid that the equipment and accessories to be supplied by OEM shall be original and Brand New. Bidder shall also be required to furnish the certificate of assurance from the OEM of the equipment that they will be able to supply the spare parts of the equipments for least 09 (Nine) Years from the date of its installation, at the time of execution of the Agreement, if declared successful Bidder.

- (iv)** All the drugs, equipments or consumables during procedure should be provided at the CT Scan & MRI Centre by the Service Provider and in no case the user (NDMC's employees or general public) will be asked to purchase any item.
- (v)** The List of the minimum Investigations/Procedures to be carried out by the Service Provider at CT & MRI Scan Centre is added as Annexure X to the RFP, which will be strictly ensured by the Service Provider.
- (vi)** The Service Provider shall constantly include the Investigations/procedures at the CT Scan & MRI Centre as per the revised list of investigation in line with CGHS Delhi-NCR Circle list of investigation available on (<http://msotransparent.nic.in.pdf>).
- (vii)** The Service Provider shall give preference to the General Public in the following order:
 - a) Emergency case referred by Charak Palika Hospital
 - b) Emergency case referred by any other registered Hospital
 - c) NDMC's employees/Pensioners beneficiaries of Lib. MHS referred by Charak Palika Hospital.
 - d) NDMC's employees/Pensioners beneficiaries of Lib. MHS referred by any other hospital recognized/empanelled by NDMC;
 - e) General Public other than (a), (b), (c) and (d) above referred by Charak Palika Hospital;
 - f) General Public other than (a), (b), (c), (d) and (e) above.

8.3 WORK DESCRIPTION:

The obligations of the Service Provider under the Service Contract terms and conditions shall essentially include the following service activities and commitments:

- a) All the Consultants, Specialists, Nurses, Technicians, Para-medical Staff and all other Man Power required during the Service Provider Contract shall be provided by the Service Provider for the Centre at his own cost.
- b) The Service Provider shall be responsible for accuracy of test reports. Service Provider will be liable for any casualty/legal implication due to wrong diagnosis of the patient based on inaccurate test report of the patient.
- c) Service Provider shall provide the signed report from qualified Radiologist having a Post Graduate Degree/Post Graduate Diploma in Radiology/Radiodiagnosis. The Service Provider should ensure that an Anesthetist is available on an on-call basis at the Centre, in case any need arises.
- d) That regarding filming, Bidder has to provide High Resolution Dry Camera matching the capabilities of main MRI, CT Scan equipment. This is essential requisite for the maintenance of the quality of the films.
- e) The equipment shall be operated only by the qualified Technicians/Radiologist are required by Laws/Acts applicable from time to time. However, the operator can avail the service of Radiologist through Teleradiology. All the requisite Teleradiology related equipment has to be brought by the Service Provider.
- f) The Service Provider shall provide fair and just compensation to its employees as required under the Laws or under this Service Provider Agreement, and shall indemnify the Service Partner (NDMC) against any claims from any such employees for their loss of office, redundancy, loss of employment or otherwise. The Service Partner (NDMC) shall accept no liability on account of any matter pertaining to the Bidder employees, staff, labour etc.
- g) Service Provider will comply with the Bio Medical Waste Management & handling Rules, 1998 in the premises where the diagnostic facility is established.
- h) Service Provider will put appropriate signage's (at the location of MRI/CT Scan Centre) and space/area for dealing with patients and their relatives indicating that the services are provided under the PPP mode as approved by the competent authority indicating the name of

the Service Provider address alongwith the Mobile Number for the convenience of the Patients.

- i) Patients seeking treatment where certain documentary evidences are required to be maintained including for Medico Legal Purpose etc., Service Provider shall required to collect the required information and maintain such records for a period as required by law. Original of the same/Scanned Copy will be shared with the Director (MS) of Service Partner within 24 hours of being required by concerned Hospital.
- j) That the Films and associated requirements shall be the responsibility of the Service Provider.
- k) Duplicate Films shall be provider to the patients by the Service Provider at a cost of Rs. 100/- per Film of size 14" X 17".
- l) CD/DVD shall be provided to each patient free of cost.
- m) That the contrast (preferably non-ionic) with MRI/CI Scan will be arranged and provided by the Service Provider and the cost of which is included as defined in this Bid document elsewhere. Service Provider shall stock good quality of contrast procured from an good quality manufacturer.
- n) That all reports shall have to be provided by the Service Provider within 12 hrs of MRI/CT Scan being performed and the Service Provider shall ensure to get the report updated in Hospital Information System before the release of the report.
- o) That the Service Provider shall make alternative arrangements in case of breakdown of any kind of force majeure.
- p) Service Provider is advised to maintain a third party liability policy to cover for medico legal risk and liabilities during the currency of the Service Provider Contract including for mishap at the Machine(s).
- q) The equipment to be installed by the Service Provider should qualify Bureau of Indian Standard (BIS)/Atomic Energy Regulation Board guidelines for Radiation safety.
- r) Service Provider shall comply to all the requirements of Atomic Energy Regulation Board (including QA at specified intervals by AERB), ELORA or any other regulatory body as applicable and required from time to time.
- s) Service Provider shall have to comply to all the existing and future requirements of National Accreditation Board of Hospitals/Labs and or Quality Council of India.

- t) In case any Indoor Patient admitted in the Hospital needs Radiologist's Opinion, the MRI & CT Scan Centre Radiologist will give his Consultation free of cost.
- u) The responsibility of managing allergic reactions /complications arising out of and during the imaging of patients at the CT Scan & MRI centre exclusively lies with the Service Provider. The CT Scan & MRI center should have prior arrangements to shift such patients to higher centers for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of Public Partner.

8.4 SERVICE AND OPERATIONS & MANAGEMENT REQUIREMENTS:

- i) The electricity and water charges (at commercial rates) shall be paid by the Service Provider on actual billing basis. The arrangements of electricity and water, if available as central supply may be made available by the public partner (NDMC) (at commercial rates) on payment basis.
- ii) The Service Provider must have back up arrangement for any breakdown of electricity and/or water supply, at no extra cost to the Public Partner (NDMC) and public.
- iii) Service Provider will make its own arrangements inside the allocated space, for all its requirements at its own cost.
- iv) Service Provider will be authorized to make changes in fittings, cabling, civil work, etc., as per requirement for operating equipment's with prior written permission from the public partner.
- v) The repair and maintenance of the electrical lines, water pipe-lines, and any other type of fittings, if required inside the building, handed over to the service provider will be the sole responsibility of the service provider.
- vi) No modification of permanent structure will be permitted.
- vii) The service provider has to procure, operate and maintain all medical and non-medical equipments/items, furniture, beds, linen, mattresses, stationery, drugs, dressings, consumables, non-consumables, all manpower (professional/ non-professional) and any other material or service required to run the CT Scan & MRI centre, at its own cost.
- viii) All types of manpower (like radiologists, consultants, specialists, nurses, technicians, para-medical staff, etc.) for the centre have to be provided by the service provider at its own cost. They shall always remain the employees of the Service Provider. The service provider shall provide a

complete list of manpower/staff deployed with their full credentials. Running cost of all facilities including staff salaries is to be borne by the Service Provider.

- ix) The Service Provider has to procure all Computers, Telephones, Internet Connections and all other facilities required for the centre at its own cost.
- x) The Service Provider has to make its own arrangement inside the building handed over to him for housekeeping and security services, including disposal of bio-medical waste to the earmarked area in the Charak Palika Hospital.
- xi) All the discards and medical waste should be disposed off as per the standard disposal guidelines as per the statutory acts/ rules/regulations/ guidelines issued by the Central Government, Government of NCT of Delhi, NDMC, or any other statutory body.
- xii) All arrangements, which are not in the scope of the public partner, as mentioned above, but need to be provided by the Service Provider for smooth functioning of the centre has to be done by the Service Provider itself. Any modification/alteration/addition etc. in this location has to be done by the service provider with prior written approval from the public partner. Any work by Service Provider for such purpose shall be done at its own cost.
- xiii) The Service Provider has to provide round the clock uninterrupted CT Scan & MRI services by posting qualified required workforce on shift basis.
- xiv) Only newly purchased equipments must be installed by the service provider, intimating the details/ bill(s) of all equipments to the public partner. Already used equipment or instruments should not be procured for the centre.
- xv) Obtaining any permit/authorization for running and operation of CT Scan & MRI Centre including civil, electrical, radiation safety requirements, statutory clearances/NOCs like AERB clearance etc. shall be the responsibility of the Service Provider.
- xvi) Compliance to all the statutory acts/rules/regulations/guidelines like PNDDT, AERB, radiation safety requirements, etc. shall be the responsibility of the service provider.
- xvii) The Service Provider shall ensure about the appropriate precautions that need to be taken to safeguard the interest of patients and their families from radiation hazards.

- xviii) All operating and maintenance costs, including running cost of all facilities and Service Provider's staff salaries to be borne by the service provider and the public partner (NDMC) will not be held responsible in any way at any time.
- xix) Service Provider should make alternative arrangements for CT Scan & MRI facilities in the event of stoppage/closure of the services at the location mentioned at Clause 8.1(i) above, at its own cost. In case the service provider fails to make such arrangement and any damages claimed by the patient, it shall be the responsibility of the service provider.
- xx) The Service Provider shall be given a maximum down time of seven working days by the public partner (NDMC) from the date of breakdown reported. An amount of Rs.25,000/- (Rupees Twenty Five Thousand only) per week penalty for the first two months and if, the machine is not set right even after two months then the public partner (NDMC) is free to terminate the agreement.
- xxi) Service Provider must maintain all medico-legal and all other records and should be able to provide them in soft and hard copy to the Public Partner (NDMC) on demand, and for transfer of amount by service provider to public partner (NDMC) or vice versa. The Service Provider would also provide the provision of integrating the records with NDMC's website. The Public Partner (NDMC) reserves the right to scrutinize and audit the records, including financial records, maintained under this RFP document.
- xxii) Service Provider must issue Identity cards and uniforms to its staff. It must also be ensured that staff is in uniform on duty.
- xxiii) Service Provider must obtain insurance cover for all its equipments at its own cost in terms of Clause 15 of the RFP document.
- xxiv) Service Provider shall ensure remedial measures with regard to any deficiency in services pointed out by the statutory authorities.
- xxv) No subletting of any part or whole of the process/ infrastructure/ Services shall be allowed.
- xxvi) On expiry of the Service Provider Agreement, the Service Provider will take away all the equipments and consumables that are under its ownership, without disturbing the physical infrastructure provided by the Public Partner (NDMC) and hand over the possession of the location to Public Partner (NDMC) after restoring it in the same status in which it was handed over to them. After expiry of the concession/Service Provider Agreement term, the Service Provider shall not operate and a grace period of thirty (30) days will be allowed for removal of all equipment/

consumables from the premises and during this period the service provider shall not operate. If not cleared within this time frame, the Public Partner (NDMC) will be at his liberty to dispose of the same, as deemed fit. Any amount spent by the Public Partner (NDMC) for disposing of/repair etc. shall be recovered from the Performance Guarantee provided by the Service Provider

- xxvii) The Service Provider and its staff will be given access to all the public utilities areas of the hospital (like washrooms, canteen etc.) after showing identity card. Such permission is always subject restrictions imposed by Director (Medical Services), Charak Palika Hospital, if any.
- xxviii) The Service Provider will be allowed to display its sign board/bill board of size will be 2 X 2^{1/2} ft. showing its name, function, etc.
- xxix) The Service Provider shall install software which shall clearly show the daily enrolled patients, work done and the payment position. This software shall have the access to Director (Medical Services), Charak Palika Hospital, NDMC.
- xxx) Service Provider to comply with the terms and conditions of the RFP documents and agreement at all times during currency of the agreement.
- xxxii) Service Provider shall be the sole responsible for good behavior and moral conduct of their employees towards the NDMC beneficiaries and General Public, in relation to this Service Provider will be sole responsible for any legal implication for any lapse of his employees in this regard.

8.5 MISCELLANEOUS

- 8.5.1 The NDMC, 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 NDMC 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.

- 8.5.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the NDMC, 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.
- 8.5.3 The Service Provider shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties during execution of work.
- 8.5.4 In the event of any restrictions being imposed by the NDMC, statutory authorities, security agencies, traffic agencies, or any other authority in the working area, Service Provider shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time. Other restrictions are given as under:-
- a) The movement of vehicles shall be regulated in accordance with rules and regulations as approved by competent authority;
 - b) Labour huts/ stay of workmen will not be allowed at project area and in NDMC area;
 - c) The Service Provider shall be responsible for behavior and conduct of its staff. The Service Provider shall engage no staff with doubtful integrity or having a bad record;
 - d) The workers of the Service Provider should strictly observe code of conduct and manner befitting security. If any employee of the Service Provider fails to absolve proper conduct, the Service Provider shall be liable to remove him from deployment, immediately in receipt of the instructions of the NDMC;
 - e) The Service Provider shall be responsible for the conduct and behavior of its workers employed for the work;
 - f) The NDMC shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc. Similarly, Service Provider reserves the right to change the staff as per its requirement;
 - g) The NDMC shall not be responsible for any compensation, which may be required to be paid to the worker(s) of the Service Provider consequent upon any injury/ mishap.
- 8.5.5 The Bidder has to give an implementation plan for the project under this RFP document alongwith the bid documents. However total implementation will have to be completed in six (6) months from the date of issuance of letter of acceptance.

8.6 Indemnity Clause

The Service Provider shall defend, indemnify, release and hold harmless the NDMC from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Service Provider or NDMC) public or for loss of or damage to property (including Service Provider or NDMC property), in each case whether directly or indirectly resulting from or arising out of Service Provider performance under this RFP document / Service Provider Agreement. This indemnity shall apply whether or not NDMC was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the indemnities. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this RFP document / Service Provider Agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or willful misconduct of the NDMC.

8.7 Integrity Pact

The Bidder shall up-load a scan copy of duly signed integrity pact **as per Annexure - V** along with its proposal as per the RFP document.

8.8 Documents and Information

The documents including this RFP document and all attached documents, provided by the NDMC are and shall remain or become the property of the NDMC 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 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the NDMC will not return to the Bidders any Bid, document or any information provided along therewith.

8.09 Language

The Bid and all communications in relation to or concerning the RFP Document and the Bid shall be in English language. If any supporting document is in any language other than English, translation of the same in English language duly attested by the Bidder, shall be provided. In case of discrepancy, English translation shall govern.

8.10 Non Transferability of RFP document

This RFP document is non-transferable.

8.11 Loss and Theft of Property

The Service Provider shall be responsible for the up keeping of all the assets created and any loss and damage thereof shall be made good by it immediately at its own cost to continue the services under the scope of RFP document available for use. If Service Provider fails to create new assets which are damaged by theft or any other reason and Services are affected then the penalties will be levied as per this RFP document. If the level of services goes below the level as mentioned in the RFP document then NDMC may take any suitable action including termination of Service Provider Agreement.

8.12 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

8.13 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to NDMC:

_____ (designation of authorized officer)

Fax No. _____

If to the Service Provider:

The _____ (Designation)

Fax No. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

8.14 Interest

Any sum which becomes payable under any of the provisions of this Agreement by the Service Provider to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Service Provider to the NDMC. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the NDMC.

Provided the stipulation regarding interest for delayed payments contained in this Clause shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Service Provider or be deemed or construed to be a waiver of the underlying breach of payment obligations.

8.15 Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - iii. Shall not affect the validity or enforceability of this Agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

8.16 PERFORMANCE MONITORING:

1. The public partner (NDMC) is free to monitor the quality of services rendered by the service provider on a periodical basis. Any shortcoming

will be communicated to the service provider and service provider will be responsible for rectification/action, if any without any delay. Monthly statistics on the services provided by Service Provider (total number of patients, CT Scan & MRI procedure/service-wise number, gender wise number, age-group wise number, NDMC's employee/ non-employee wise number, patients referred by Charak Palika Hospital / Other Hospitals recognised by NDMC for NDMC's employees /Hospitals other than Charak Palika Hospital and other hospitals recognised by NDMC) must be sent by the to the public partner (NDMC) by 10th of every month for every preceding month by the service provider in soft copy (CD) form to Director (Medical Services), NDMC.

2. Regular patient satisfaction survey/grievances shall be carried out and shared between service provider and public partner. Corrective action taken should be intimated in writing to the public partner. If the rectification is not carried out within 2 (two) days of communication ₹1000/- (Rupees One Thousand only) per day will be levied as penalty till corrective action is taken.
3. The Director (MS) NDMC/CMO (Admn.), Charak Palika Hospital, NDMC or any other employee of NDMC duly authorized by Chairperson, NDMC shall have the right to inspect the centre at any time.
4. The service provider will nominate an official for liaison work and performance monitoring with Public Partner (NDMC).

9.0 Payments:

9.1 The Service provider will be required to submit the (i) original referral slip, (ii) copy of the reports, and (iii) copy of the Health Card of NDMC beneficiaries under LMHS issued by the Public Partner, for claiming the bill by 10th of succeeding month in respect of preceding month.

9.2 The Service Provider shall submit the bill for the amount to be claimed from NDMC (non-NABL CGHS rates applicable for Delhi-NCR Circle – along with discount percentage offered by service provider) in lieu of cashless CT Scan & MRI facilities provided to NDMC's Beneficiaries covered under the LMHS. The Beneficiaries of the LMHS should have been referred for the CT & MRI Centre for investigations/procedures in accordance with the terms and conditions of the RFP document & Agreement. The Service Provider shall submit the bill to the Office of the

Director (Accounts), by 10th of succeeding month in respect of every preceding month. The Bill raised will be cleared by the Public Partner (NDMC) normally within one month from the submission of the bills. The Public Partner/Office of the Director (Accounts) (NDMC) may seek any other paper(s)/document(s)/record(s) from the Service Provider for clarification of the bill raised.

9.3 The Service Provider shall calculate the amount to be paid by it to the Public Partner (NDMC) (to be calculated on the basis of discount percentage offered by the Service Provider to the Public Partner) in respect of non-NABL CGHS charges applicable for Delhi-NCR Circle collected by Service Provider from General Public. The amount calculated alongwith supporting documents shall be submitted by the Service Provider to the Office of the Director (MS)/CPH/A.O. (CPH) for verification. Service Provider shall transfer the so calculated amount by 10th of the succeeding months through RTGS/NEFT into the NDMC Saving Account or otherwise make payment to the NDMC by Demand Draft/Banker's Cheque drawn in favour of the "Secretary, NDMC". The balance payable amount after verification, if found, due to the Public Partner (NDMC) shall immediately be paid by the Service Provider.

9.3 The payment to the Service Provider & Service Partner shall be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws.

9.4 The Service Provider shall submit the claims for verification duly accompanied by evidences/documents of services provided on monthly/fortnightly basis.

9.5 The Service Provider in order to expedite the payments to them, is advised to get developed Billing Software providing therein for reconciliation/verification of details of service provided by the Service Provider and other relevant details expeditiously on-line.

9.6 Failure to comply with the payment conditions will be treated as major breach of terms and conditions of the agreement. The Public Partner (NDMC) may terminate the agreement in case of such failure after giving due opportunity of hearing to the Service Provider.

9.7 Penalties would apply on payments to be made to the Service Provider, as defined in this RFP, document, due to non-conformance to the Service and Operations & Maintenance requirements.

10. OTHER TERMS AND CONDITIONS OF THE RFP AND CONTRACT:

FRAUD AND CORRUPT PRACTICES

- 10.1 The Service Provider 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 Letter of Acceptance (LOA) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the NDMC may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, 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 NDMC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Agreement, or otherwise.
- 10.2 Without prejudice to the rights of the NDMC under Clause 10.1 hereinabove and the rights and remedies which the NDMC may have under the LOA or the Agreement, or otherwise if an Bidder or Service Provider, as the case may be, is found by the NDMC 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 Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP document issued by the NDMC during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the NDMC 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.
- 10.3 For the purposes of this Clause 10, 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 NDMC 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 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 NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) except with previous permission in writing from NDMC, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC 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 NDMC 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.

11.0 Conflict of Interest

An Bidder/Bidder shall be deemed to have a Conflict of Interest affecting 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% (five per cent) of the paid up 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% (five per cent) of the 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 sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, 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 paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder/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 Associate, 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 Bid 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 Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the NDMC in the preparation of any documents, design or technical specifications of the Project.

For purposes of this Clause, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (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.

12.0 Damages for Mishap/Injury.

The Service Partner (NDMC) shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property during the execution of the Contract. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Service Provider.

13 EVENTS OF DEFAULT AND TERMINATION OF CONTRACT

13.1 Events of Default

Any of the following events shall constitute an event of default unless such event has occurred as a result of one or more reasons set out in clause 10.2;

- (i) The Service Provider has failed to adhere to the project execution requirements and the Implementation Schedule and such failure, in the reasonable estimation of NDMC, is likely to delay complete implementation of the scope of work defined in this RFP document beyond nine months from the date of signing of the Service Provider Agreement;
- (ii) The Service Provider has failed to complete implementation of the scope of work defined in this RFP document beyond nine months from the date of signing of the Service Provider Agreement;
- (iii) The Service Provider is in Material Breach of O&M Requirements;
- (iv) Any representation made or warranties given by the Service Provider under this RFP document is found to be false or misleading;
- (v) The Service Provider has created any Encumbrance on the Project Site in favour of any Person save as otherwise expressly permitted under this RFP document;
- (vi) A resolution has been passed by the shareholders of the Service Provider Company for the voluntary winding up of the Company;
- (vii) Any petition for winding up of the Service Provider Company has been admitted and liquidator or provisional liquidator has been appointed or the Company has been ordered to be wound up by Court of competent jurisdiction except for the purpose of amalgamation or reconstruction with the prior consent of NDMC, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Company are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service Provider under this RFP document, and provided further that:
 - a) the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this RFP document;
 - b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this RFP document and has a credit worthiness at least as good as that of the Service Provider as at Commencement Date; and

- c) RFP document remains in full force and effect.
- (ix) The Service Provider has abandoned the Project Facilities.
- (x) The Service Provider has repudiated this RFP document or has otherwise expressed an intention not to be bound by this RFP document.
- (xi) The Service Provider has suffered an attachment levied on any of the assets located or comprised in the Project Site/Project Facilities, causing a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90 days.
- (xii) The Service Provider has otherwise been in Material Breach of any of its other obligations and terms and conditions under this RFP document.
- (xiii) The Service Provider reporting bankruptcy to the NDMC, or any appropriate statutory forum.
- (xiv) If the Service Provider or any of its principal officers is involved in any moral turpitude or any illegal activity in the understanding of the Council or is convicted by any orders of the Court.
- (xv) If the Council has a reason to believe that the Service Provider Contract of CT Scan & MRI centre has been transferred/sold or in any way alienated to any third party or that the project site has been leased, sub-leased, rented or sub-let or in any way alienated or if any money/loan has been raised/procured by pledging, mortgaging or otherwise such project space.
- (xvi) If the Service Provider makes any encroachment on the public land.
- (xvii) If the Service Provider obstructs the entry of Chairperson/ Member of the Council or any other Officer authorized by Chairperson, NDMC.
- (xviii) If the Service Provider puts up any super-structure in contravention of the terms & conditions.

13.2 No Breach of Obligations

The Service Provider shall not be considered to be in breach of its obligations under this RFP document nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this RFP document is affected by or on account of any of the following:

- (i) Force Majeure Event as provided under Clause 15;
- (ii) Compliance with written instructions of the NDMC or the directions of any Government Agency in writing, other than instructions issued as a consequence of a breach by the Service Provider of any of its obligations hereunder or any applicable law;

13.3 Termination due to Events of Default

The Service Provider Agreement may be terminated by the either party with three months advance written notice without assigning any reasons, and on the expiry of the three months advance written notice period, the agreement shall stand terminated. Notwithstanding anything contrary contained in this agreement, nothing would prevent the NDMC to terminate this Service Provider Agreement forthwith should in case a situation so warrant in public interest & exigency deemed fit and proper in larger public interest and without requiring any notice to the Service Provider whatsoever.

Subject to the terms and conditions more expressly contained in this agreement, the NDMC shall have the right to terminate the agreement without any notice for the following violations: -

- (a) If the Service Provider commits breaches of any of the conditions of the RFP document and/or agreement.
- (b) If the Service Provider is declared bankrupt or ceases to exist or is incapacitated by law or otherwise, or is wound up, dissolved or dies.

13.3.1 Without prejudice to any other right or remedy which the NDMC may have in respect thereof under this RFP document, upon the occurrence of an Event of Default, the NDMC shall be entitled to terminate this Agreement as hereinafter provided.

13.3.2 If NDMC decides to terminate this Agreement pursuant to preceding Clause 13.3 and sub-clause 13.3.1, it shall in the first instance issue Preliminary Notice to the Service Provider. Within 30 days of receipt of the Preliminary Notice, the Service Provider shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the **“Service Provider’s Proposal to Rectify”**). In case of non-submission of the Service Provider's Proposal to Rectify within the said period of 30 days, NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security.

13.3.3 If the Service Provider Proposal to Rectify is submitted within the period stipulated therefore, the Service Provider shall have further period of 30 days to remedy / cure the underlying Event of Default (Cure Period). If, however the Service Provider fails to remedy/cure the underlying Event of Default within such further period allowed, NDMC shall be entitled to terminate this Agreement by issue of Termination Notice and to appropriate the Performance Security if subsisting.

13.4 Termination Notice

If NDMC, having become entitled to do so decides to terminate this Agreement pursuant to the preceding clause 10.3, it shall issue Termination Notice setting out:

- i. in sufficient detail the underlying Event of Default;
- ii. the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- iii. the estimated Termination Payment including the details of computation thereof and;
- iv. any other relevant information.

13.5 Obligation of Parties

Following issue of Termination Notice by NDMC in accordance with clause 10.4, the Parties (i.e. the Service Provider and the NDMC) shall promptly take all such steps as may be necessary or required to ensure that:

- i. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continuity of service to the users of the Project Facilities,
- ii. the Termination Payment, if any, payable by the Service Provider is paid to the NDMC before the Termination Date; and
- iii. the Project Facilities are handed over to NDMC by the Service Provider on the Termination Date, free from any Encumbrance, under this Agreement.

13.6 Withdrawal of Termination Notice

Notwithstanding anything in consistent contained in this RFP document, if the Service Provider Service Provider cures the underlying Event of Default to the satisfaction of the NDMC at any time before the Termination occurs, the Termination Notice may be withdrawn by the NDMC.

Provided that the Service Provider shall compensate the NDMC for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

13.7 Termination Payments

Upon Termination of this Agreement, the NDMC shall be entitled to receive Termination Payment as under:

- i. If the Agreement is terminated due to Event of Default, NDMC shall forfeit the Performance Bank Guarantee furnished by the Service Provider. The Service Provider shall pay all dues, if any, to the NDMC before the date of termination.
- ii. If the Agreement is terminated on the basis of three months advance written notice by the Service Provider, NDMC will be entitled to recover all dues from the Service Provider. In case of non-payment of dues by Service Provider within 30 days of expiry of period of such advance notice, the Public Partner (NDMC) shall forfeit the Performance Bank Guarantee in its favour.

13.8 Rights of NDMC on Termination

Upon Termination of this Agreement for any reason whatsoever, NDMC shall have the power and authority to:

- i. in case of termination on the basis of three months advance written notice by the Service Provider, 30 days period will be given to the Service Provider to remove its belongings from the project site without damaging the site as mentioned in this RFP document;
- ii. enter upon the Project Site and take over the Project site without any hindrance.
- iii. prohibit the Service Provider or any Person claiming through or under the Service Provider from entering upon/dealing with the Project Site;
- iv. step in or nominate any person to step in without the necessity of any further action by the Service Provider, to the interests of the Service Provider under such of the Project Agreements, as NDMC may in its discretion deem appropriate with effect from such date as NDMC may specify:

Provided any sums claimed by counter party to any such Project Agreements as being due and owing for work or services performed or accruing on account of any act, omission or event prior to such date specified by NDMC for step in shall and shall always constitute debt between the Service Provider and such counter party and NDMC shall in no way or manner be liable or responsible for such sums. The Service Provider shall ensure that the Project Agreements contain provisions necessary to give effect to the provisions of this clause 13.

- v. Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Service Provider in connection with the Project, and the hand back of the Project Site/facilities by the Service Provider to NDMC shall be free from any such obligation.
- vi. Notwithstanding anything contained in this Agreement, the right of NDMC to vacant and peaceful possession of the Project site, upon Termination is absolute. If the Service Provider fails to deliver vacant and peaceful possession of the Project site as contemplated in this provision, the Service Provider shall be liable to pay to NDMC and NDMC shall be entitled to recover from the Service Provider, an amount that represents a genuine estimate of the losses, damages

and costs suffered by NDMC by way of liquidated damages. The parties agree that the said liquidated damages shall be calculated at double the market rate (calculated per sq. ft.) for rent in the nearby area when the Contract is terminated plus the costs incurred by NDMC for recovery of the Project site. Such liquidated damages will increase at the compounding rate of 12% per annum. Such liquidated damages shall be recoverable from the Termination Date to the date when NDMC receives vacant and peaceful possession of the Project site. Provided, the recovery of liquidated damages shall be without prejudice to the rights and remedies available to NDMC against the Service Provider who shall be deemed to be a trespasser in illegal and unauthorized possession and occupation of the Project Site, upon Termination.

13.9 Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or Service Provider Agreement. The rights and obligations of either Party under this Agreement, including without limitation those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

13.10 LIQUIDATED DAMAGES

Time is the essence of the Agreement and the delivery dates are binding on the Service Provider. In the event of delay or any gross negligence, for causes attributable to the Service Provider, in meeting the deliverables, the NDMC shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages, subject to maximum of the Performance Bank Guarantee. In the event of Liquidated Damages exceeding Rs. Twenty Five Lakhs, the NDMC has right to invoke "Termination Clause". The activities pursuant to the termination of the Service Provider Agreement shall be in-line with the conditions of the RFP document.

13.11 EXIT MANAGEMENT SCHEDULE

13.11.1 Purpose: This Clause sets out the provisions, which will apply on expiry or termination of the Service Provider Agreement.

13.11.2 Transfer of assets

13.2.1 The Service Provider shall within thirty (30) days of the expiry of the Service Provider Agreement or termination of the Service Provider Agreement, whichever is earlier, hand over all the project site to the

NDMC, in same condition as it was taken over by the Service Provider at the beginning of the agreement, except ordinary wear and tear.

13.11.3 In case of any deficiency noticed at the time of such handing over, the Service Provider has to get it rectified at its own cost within 15 days of such handing over otherwise NDMC will get it rectified at the risk and cost of the Service Provider.

13.11.4 Performance Bank Guarantee of the Service Provider will be released only after successful handing over of the project site, in same condition as it was taken over by the Service Provider at the beginning of the agreement, except ordinary wear and tear, and after adjustments of any amount due and recoverable from the Service Provider under this Agreement by NDMC, if any.

13.11.5 Upon service of a notice under this Clause, the Service Provider shall ensure that all liens and liabilities with respect to this agreement have been cleared by it beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the NDMC.

13.12 Cooperation and Provision of Information

During the Exit Management Period:

- (i) the Service Provider will allow the NDMC access to information, records reasonably required to assess the existing facilities being delivered;
- (ii) promptly on reasonable request by the NDMC, the Service Provider shall provide access to and copies of all information held or controlled by it which it has prepared or maintained in accordance with this agreement relating to any material aspect of the facilities (whether provided by the Service Provider). The NDMC shall be entitled to copy of all such information. Such information shall include details pertaining to the facilities rendered and other performance data. The Service Provider shall permit the NDMC or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the NDMC to understand the methods of delivery of the facilities provided by the Service Provider.

14 Dispute Resolution

14.1 Conciliation:

- a) Save where expressly stated contrary to this terms and conditions and the RFP documents, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth below.
- b) Either Party may require such Dispute to be referred to the Chairperson, NDMC, and the authorized representative of the Service Provider for the time being, for amicable settlement. In respect of disputes of a technical nature the Parties may engage an Expert. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article below.

14.2 Arbitration:

Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (Service Provider and Public Partner). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman, NDMC on receipt of written notice / demand of appointment of Arbitrator from either party.

The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NDMC, New Delhi only.

Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Agreement, the Service Provider shall continue to perform and make due payments to NDMC as per the Agreement.

Venue of the Arbitration shall be at New Delhi/Delhi.

15.0 Applicable Law & Jurisdiction of Court

The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The courts at Delhi/New Delhi shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process and any dispute arising out of in respect of Contract Agreement with the Service Provider. It is specifically agreed that no other Court shall have jurisdiction in the matter.

15.1 FORCE MAJEURE

Definition of Force Majeure

The Service Provider or the Public Partner, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this RFP document to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

15.2 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which may be classified as all or any of the following events:

- (i) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (ii) Radioactive contamination or ionizing radiation or biological contamination;
- (iii) A strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Service Provider or any of its Sub Service Provider or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (iv) general strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Service Provider and which affect the timely implementation and continued operation of the Project;
- (v) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion

or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

15.3 Notification procedure for Force Majeure

15.3.1 The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in-accordance with the dispute resolution mechanism in-accordance with Clause.

15.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days here of notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this RFP document.

15.4 Allocation of costs arising out of Force Majeure

15.4.1 Upon the occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

15.4.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

15.5 Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

15.6 Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the

effects of the Force Majeure event and restore its ability to perform its obligations under this RFP document as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the oases of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

15.7 Any medico-legal issue arising in the course of or out of treatment of patients, and any other liability arising actions due to of the Service Provider shall be the sole responsibility of service provider.

15.8 Provision of Consumer Protection Act, 1986 and Right to Information Act, 2005 (as amended from time to time) will be applicable to the service provider for the purpose of Contract under this RFP document.

15.9 To ensure the compliance of all the applicable laws of land, including Labour Laws specifically the Employer Liability arising out of minimum wages Act, ESI Act, EPFO Act, etc. shall be the responsibility of the service provider in regard to the employees that are engaged for the desired services by it and public partner (NDMC) shall not be held responsible for any lapse/liability in this regard in any manner.

15.10 It should be the responsibility of Service Provider to provide safety, payment, litigation or other issued related to the staffers appointed by it. NDMC shall not be responsible in any case.

15.11 Applicable Law(s)

The Service Provider has to follow all the applicable statues, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended form time to time while providing these services.

15.12 INSURANCE

15.12.1 Insurance during Contract Period

The Service Provider shall effect and maintain at its own cost, during the Service Provider Agreement Period, such insurances (the "Insurance Cover") for such maximum sums as may be required or prudent in accordance with Good

Industry Practice and the Applicable Laws. The Service Provider shall procure that in each insurance policy, the NDMC shall be a co-insured.

15.12.2 Insurance Cover

The Service Provider shall, during the Operation Period, procure and maintain Insurance Cover including but not limited to the following:

- a. Loss, damage or destruction of the assets (tangible / non-tangible), including the assets handed over by the NDMC to the Service Provider, at the replacement value;
- b. Comprehensive third party liability insurance including injury to or death of personnel of the NDMC or others caused by the Agreement;
- c. The Service Provider's general liability arising out of the Service Provider Agreement;
- d. Liability to third parties for goods or property damage;
- e. Workmen's compensation insurance;
- f. The entire CT Scan & MRI Centre along with all equipments, persons, staff, etc. shall be fully covered under the relevant insurance coverage during the entire Service Provider Agreement period. The insurance cover shall be against any unforeseen accidents, terrorist sabotage, mechanical failure/ electrical failure/ or for any other reasons in the CT Scan & MRI centre.
- g. Insurance for the entire staff shall be fully covered under Group Personnel Accident (GPA) Insurance policy as per Workmen Compensation Act 1923 & amendments thereafter. and
- h. Any other insurance that may be necessary to protect the Service Provider and its employees, including the Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) above.

15.12.3 Evidence of Insurance Cover

Within 15 (fifteen) days of obtaining any insurance cover, the Service Provider shall furnish to the NDMC, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse without written permission from the NDMC.

15.12.4 Application of Insurance Proceeds

The proceeds from all insurance claims, except life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project as the case may be.

15.12.5 Compliance with conditions of insurance policies

The Service Provider expressly acknowledges and undertakes to fully indemnify the NDMC from and against all losses and claims arising from

the Service Provider's failure to comply with conditioned imposed by the insurance policies affected in accordance with this Agreement.

16. GENERAL INFORMATION AND GUIDELINES:

A. General

16.1 General Information and Guidelines

Any agreement that may result from this bidding process will be effective from the date of Signing of the Service Provider Agreement and shall, unless terminated earlier in accordance with its terms, continue for a period of nine years from the date of issuance of letter of acceptance. The nine years Contract period of Service Provider Agreement shall not include 'Implementation Period' of six months and 'Operation & Maintenance Period' of proposed solution under this RFP.

16.2 Change in Ownership

By submitting the Bid, the Bidder acknowledges that at any point of time throughout the contract period, cannot assign or delegate its rights, duties or obligations under the Agreement. The Bidder/Service Provider 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 RFP document /Service Provider Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the RFP document /Service Provider Agreement, be deemed to be a breach of the RFP document /Service Provider Agreement and dealt with as such thereunder.

16.3 Site visit and verification of information

16.3.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, patients, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them.

16.3.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (i) made a complete and careful examination of this RFP Document and unconditionally and irrevocably accepted the terms thereof;
- (ii) received all relevant information requested from the NDMC;
- (iii) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (a) existing facilities and structures;
 - (b) conditions of the access roads, street light poles and utilities, buildings in the vicinity of the Project Site;
 - (c) conditions affecting transportation, access, disposal, handling and storage of materials;
 - (d) all other matters that might affect the Bidder/ Service Provider performance under this RFP document;
- (iv) accepted the risk of inadequacy, error or mistake in the information provided in the RFP document furnished by or on behalf of the NDMC relating to any of the matters referred to in this RFP document;
- (v) satisfied itself about all matters, things and information, including matters referred to in Clauses 16.4.1 & 16.4.2 hereinabove, necessary and required for submitting an informed Bid, execution of the Project in accordance with this RFP Document and performance of all of its obligations there under;
- (vi) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in this RFP Document or ignorance of any of the matters referred to in Clause 16.4.1 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 NDMC, or a ground for termination of the Service Provider Agreement by the Service Provider;

- (vii) acknowledged that it does not have a Conflict of Interest; and
- (viii) agreed to be bound by the undertakings provided by it under and in terms hereof.

16.3.3 NDMC 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 Document or the Bidding Process, including any error or mistake therein or in any information or data given by the NDMC.

16.4 Verification and Disqualification

16.4.1 The NDMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP document and the Bidder shall, when so required by the NDMC, 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 NDMC shall not relieve the Bidder/ Service Provider of its obligations or liabilities hereunder nor will it affect any rights of the NDMC there under.

16.4.2 The NDMC reserves the right to reject any Bid and appropriate the Earnest Money Deposit 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 NDMC, the supplemental information sought by the NDMC for evaluation of the Bid, or
- (c) any act or omission of the Bidder/ Service Provider results in violation of or non-compliance with this RFP document or any Applicable Laws (Clause 15 & Sub-Clauses thereunder).

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder/ Service Provider. If such disqualification / rejection occurs after the Bids have been opened and the Bidder/ Service Provider gets disqualified / rejected, then the NDMC reserves the right to take any such measure as may be deemed fit in the sole discretion of the

NDMC, including annulment of the Bidding Process.

16.4.3 In case it is found during the evaluation or at any time before signing of the Service Provider Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder/Service Provider, or 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 Service Provider either by issue of the Letter of Acceptance or entering into of the Service Provider Agreement, and if the Bidder has already been issued the Letter of Acceptance or has entered into the Service Provider Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP document, be liable to be terminated, by a communication in writing by the NDMC to the Bidder or the Service Provider, as the case may be, without the NDMC being liable in any manner whatsoever to the Bidder or Service Provider. In such an event, the NDMC shall be entitled to forfeit and appropriate the Earnest Money Deposit or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NDMC under the RFP document and/ or the Service Provider Agreement, or otherwise.

16.5 Administrative Guidelines

16.5.1 This section describes the administrative guidelines, policies and procedures to be followed by the Service Provider while undertaking operational activities. NDMC is particular about safeguarding the aesthetics and regulatory norms of NDMC and expects the Service Provider to strictly abide to the same. This includes, but is not limited to, approach related to operational activities, safety and security aspects, repair and maintenance, vandalism, damage to public property, misuse of public amenities, misuse of public space and other key NDMC requirements. The Service Provider is responsible for adhering to the following administrative guidelines:

- (i) NDMC reserves the right to intervene at any point throughout the Service Provider Agreement for all administrative, operation and maintenance activities.
- (ii) All regulatory approvals required for executing this project, acquired from concerned parties (Public and Private) should be planned and arranged by

the Service Provider. NDMC will extend assistance in getting the requisite permission from statutory bodies in this regard.

- (iii) The Service Provider shall be responsible to keep all the tangible and intangible assets under this Agreement in good, operational and serviceable conditions at all times.
- (iv) The Service Provider shall not cause any damage to NDMC buildings / other premises / property/ public places etc. If any damage occurs, the Service Provider will carry out necessary restoration at its own cost at the earliest possible.
- (v) The work of Service Provider shall be subject to inspection at various stages. The Service Provider shall abide and follow all Safety and Security Regulations and practices at all times. The Service Provider should not use any sub-standard products at any point of time.
- (vi) All the hardware and software supplied and replaced should be new and from reputed OEMs as per the RFP document.

16.6 Operation and Maintenance (O&M) Guidelines

16.6.1 The Service Provider shall follow the following Operation and Maintenance guidelines:

- (i) The Service Provider has to adhere to the operation and maintenance policies and procedures, as directed by NDMC, for managing and operating the Project. This includes (but not limited to) approach related to manpower, resources, repair and maintenance of CT and MRI centre and other primary functions, user manuals, technical manuals, financial management, risk management, life/safety management, employee management and administrative policies and procedures. It also includes the key elements of a management plan for this project to include considerations for cost containment/ expense reduction, revenue enhancement, customer service improvement, enhanced economic impact generation to the key this project operational characteristics.
- (ii) Service Provider will be responsible to deploy resources for appropriate up-keeping, maintenance, and operation of CT and MRI centre, and ensure smooth functioning of the project throughout the entire contract period of nine years.
- (iii) The Service Provider shall ensure that the instruction manuals, technical manuals and user manuals supplied by the manufacturer/ OEMs/Service Provider are referred, referenced, reviewed and maintained up-to-date at all times.
- (iv) All patches and updates to any software and equipments shall be provided by the Service Provider without any additional costs throughout the tenure of the Service Provider Agreement.
- (v) NDMC reserves the right to ask for replacement of any equipment, software components if it is not from a reputed brand and does not conform to all the requirements specified in the RFP document.

- (vi) After completing life of equipment, the Service Provider has to replace them with new hardware / equipment / software of same or better specifications free of cost throughout the contract period.
- (vii) During the contract period, if any equipment or hardware or software needs to be replaced, the same will be replaced with same or better OEM and with same or higher configuration free of cost.

16.7 Passive Cabling Guidelines

16.7.1. The Service Provider should ensure that appropriate communication channels are setup. The Service Provider should ensure that the cable layouts are neat and distinguishable.

16.8 General Terms & Conditions:

- a) The project site for CT Scan & MRI Machine installation and operation shall be provided on **'AS IS WHERE IS' BASIS** and the Service Provider agrees not to raise any dispute regarding the provided/allocated area.
- b) The parties agree that the Service Provider shall be liable to complete all the formalities and execution of the agreement on a non-judicial stamp paper of Rupees One Hundred to be purchased & executed by the successful Bidder within thirty days from the date of issuance of letter of acceptance. In case the successful Bidder fails to complete any/all the requisite formalities, its offer shall be liable to be rejected and the Earnest Money forfeited. Thereafter it shall be the entire discretion of the NDMC as it deems fit and proper.
- c) The Service Provider shall not be eligible for any rebate, refund or modification whatsoever to the Service Provider financial commitments/obligations to the Council for whatever reason.
- d) The Service Provider shall not cause any interference/hindrance to any activity of the Council or any government authority at the CT Scan & MRI centre.
- e) The Service Provider shall ensure that such area(s) are kept free from any encumbrance in a neat and tidy manner.
- f) The Service Provider will have to operate & supervise the operation and maintenance of the CT Scan & MRI centre for the entire contract period.
- g) The Service Provider shall operate & manage the CT Scan & MRI centre through its employees, but shall not be allowed to sublet the project to any other person. The Service Provider agreement shall be liable to be terminated with immediate effect if it is noticed by the NDMC that in violation of the clause, the Concessionaire/Service provider has allowed any person other than its employee, to run the project. NDMC reserves the right to terminate the allotment with forfeiture of performance bank guarantee.
- h) The Service Provider shall only employ uniformed staff for operation and maintenance of CT Scan & MRI centre site only after getting their police

verification done. The Service Provider shall keep the Council informed of the particulars of the Attendants deployed by him at the project site from time to time. The Service Provider shall ensure that all the staff wear uniforms with Badges displaying their names.

- i) The Service Provider shall not store any articles or allow any vendor or encroachment at the CT Scan and MRI centre site. He shall also not be allowed to erect any structure at the project site, temporary or permanent. In case such structure has been erected by the Service Provider, he shall be liable for prosecution. Such structure, if erected by the Service Provider in an unauthorized manner, shall be removed/ demolished at the risk and cost of the Service Provider by the NDMC. The Service Provider shall not allow encroachment of any kind inside or beyond the project site. In case any encroachment is found at project site, the same will be removed without any notice by the NDMC at Service Provider's cost.
- j) It is a condition of this agreement that the land of the project site shall always remain the unhindered & exclusive property of the Council and the Service Provider shall have no claim, right/title or interest of any nature of easement in relation to or in respect thereto.
- k) LOST PROFITS/CONSEQUENTIAL DAMAGES: In no event shall the Service Provider be liable for any lost profits or consequential damages arising out of, or relating to this Agreement.

16.9 OWNERSHIP

NDMC shall have an absolute & exclusive right/title/interest of the CT and MRI centre project site/area/bay used by the Service Provider for establishment of CT Scan & MRI centre and in no way shall the use of such property for CT Scan & MRI centre purpose imply of granting any title or ownership to the Service Provider.

16.10 MISCELLANEOUS PROVISIONS

INTERPRETATION

Save where the context otherwise requires in this Agreement:

- a. Words importing persons or parties shall include firms and Councils and any organization having legal capacity;
- b. Words importing the singular shall include the plural and vice-versa where the context so requires;
- c. References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- d. Reference to any gender includes a reference to all other genders;
- e. References to the words "include" or "including" shall be construed without limitation;
- f. References to this Agreement or any other agreement, deed, instrument

or document shall be construed as a reference to this Agreement and such other agreement, deed, instrument or document as the same may from time to time be amended, varied, supplemented or innovated; and

- g. The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of this Agreement.

Annexure - I**Format of Bank Guarantee
(To be executed on Requisite Non-Judicial Stamp Paper of Rs.100)**

WHEREAS, (Name of the Bidder) wishes to submit its Bid for "Request for Proposal for Selection of Service Provider for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model for a period of nine years (excluding six months implementation period)" hereinafter called "Bid".

KNOW ALL MEN by these presents that we (Name of bank) of (city and country) having our registered office at _____(hereinafter called "the Bank") are irrevocably and unconditionally bound to the New Delhi Municipal Council or its successor, (hereinafter referred to as " NDMC" in the sum of Rupees Five Lakh only (Rs. 5,00,000/-) which payment can truly be made to NDMC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of, 2017.

THE CONDITIONS of this obligation are:

- (a) If the Bidder withdraws his Bid at any time during the stipulated period of Bid Validity specified in the RFP document and; or
- (b) If the Bidder, for the period of the Bid Validity as per RFP document in NDMC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP Documents and/or subsequent communication from NDMC in this regard; or
- (c) If the Bidder, refuses to accept the correction of errors in the Bid; or
- (d) If the Bidder, having been notified of the acceptance of its Bid by the NDMC fails or refuses to comply with the following requirements:
 - Pay either the Performance Bank Guarantee or the payment to be made under the provisions of the RFP document to New Delhi Municipal Council (NDMC)
 - Sign the Service Provider Agreement as provided in the RFP Document,

We agree and undertake, absolutely, irrevocably and unconditionally to pay to the NDMC, as the case may be, the above amount without protest, delay or demur upon receipt of NDMC's first written demand, without the NDMC having to substantiate its demand, provided that in its demand the NDMC will note that the amount claimed by it is due to it owing to the occurrence

of one or more of the conditions set out above, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP Document or as extended by NDMC at any time as per RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

(i) In the event that this Bidder is selected for award of the project through the issue of the Letter of Acceptance, the Earnest Money Deposit shall remain in force until the date of signing of agreement by such Bidder;

OR

(ii) In the event this Bidder is not selected for award of the Project, the Earnest Money Deposit shall remain in force up to and including a period of 60 days after the expiration of the bid validity period or signing of the agreement, whichever is later.

Any demand in respect of this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

The jurisdiction in relation to this Guarantee shall be the courts of Delhi and the Indian law shall be applicable.

SIGNATURE OF AUTHORIZED

REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

SEAL OF THE BANK _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

Annexure II**Power of attorney for Authorized Representative**

[To be executed on requisite non-Judicial Stamp Paper of Rs.100/-]

M/s....., hereby, authorize the following representative to sign and submit the proposal document, negotiate terms and conditions of the contract agreement, to deal with the -----, to issue and receive correspondence related to all matters of the proposal for the following work:-

Name of work- **ESTABLISHMENT, MAINTENANCE AND OPERATION OF CT SCAN & MRI CENTRE IN CHARAK PALIKA HOSPITAL: MOTI BAGH NEW DELHI BASED ON PPP MODEL.**

We undertake the responsibility arising out of any act of the representative appointed hereby. We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us

For Partnership firm/Society/Trust:

S. No.	Name of all partners / Authorised person	Signature of partner / Authorised person with seal
1		
2		
3		
4		

For Company

Name and designation of the person authorized	
Company	
Address	
Telephone no	
Fax no	
Telex no	
Authorized by (name & designation)	
Attested signature of the authorized Representative	
Name and designation of person attesting the signature	

(Signature with Seal of Company)

ANNEXURE III**DECLARATION****(On ₹ 100/- Non Judicial Stamp Paper)**

1. I.....
Son/Daughter of Shri Director/
Authorized Signatory of..... am competent to
sign this declaration and execute this RFP document.
2. I have carefully read and understood all the terms and conditions of
the RFP and hereby convey my acceptance of the same.
3. Bidders details and contact information

1	Name of the Bidder	
2	Name of Owner	
3	A) Office Address	
	B) Contact Telephone Nos.	
	C) Fax No.	
	D) Email	
4	Registration Details:	
	A) PAN/ TAN No. of Bidder	
	B) Service Tax Registration No.	
5	Details of Earnest Money Deposit	
	A) Amount (in Rs.)	
	B) D.D./P.O. No. Date	
	C) Drawn on Bank	

4. Annual Financial Turnover of the Institution during the last 3 Years:

S. No.	Financial Year	Annual Turn Over	Net Profit
1.	2014 – 2015		
2.	2015 – 2016		
3.	2016 – 2017		

In case of F.Y. 2016-17, if audited accounts are not available, a certificate issued by Chartered Accountant confirming the Annual Financial Turnover of the Institution shall be enclosed.

5. List of the running CT Scan & MRI Units owned, operated/managed by the Bidder with address and date of commissioning.
6. Any other information.

Signature of authorized signatory

Name:

Place:

Seal:

7. The information / documents furnished along with the above RFP application are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact the furnishing of any false information/ fabricated document would lead to rejection of my proposal at any stage besides liabilities towards prosecution under appropriate law and forfeiture of Earnest Money Deposit / Performance bank Guarantee.

Signature of Authorized Signatory

Date:

Full Name:

Place:

Company's Seal:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Bidder, should be enclosed with Technical Proposal.

Annexure IV

Format for Barring Certificate
(to be sworn on a non-judicial stamp paper of Rs.10/-)
AFFIDAVIT

*I/we authorized signatory of (Mention name of individual, firm, partnership firm, or Legal entities duly registered under the Companies Act 1956/ 2013 and its complete address) do hereby solemnly affirm and declare as under:-

1. That *I/we.....*am/are [mention name of *individual or firm or partnership firm] holding the PAN No. _____ .

OR

1. That *I/we.....*am/are registered as [mention name of *Legal entities duly registered under the] vide registration No..... under the provisions of Companies Act 1956/ 2013.

2. That*I/we.....have applied in response to the "Request for Proposal for Selection of Service Provider for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model for a period of nine years (excluding six months implementation period)".

3. That the above named Bidder is eligible to submit the aforesaid Bid, as neither the Bidder nor any of its constituents have been barred, blacklisted or deregistered by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of submission of bid by the Bidder.

4. That the above named Bidder/Bidder during the last three years has neither failed to perform on any Agreement nor was expelled from any project or Agreement nor any Agreement was terminated for any breach by the Bidder.

5. That the above named Bidder/Bidder is not in default of payment of statutory dues (other than disputes being contested by the Bidder), neither have been convicted by any Court of Law.

6. That the above named Bidder/Bidder confirms that eligible similar work(s) have not been got executed through another contractor on back to back basis.

7. That the above named Bidder/Bidder confirms and agrees that, if any such violation comes to the notice of New Delhi Municipal Council (NDMC) in the future, then the NDMC shall be at liberty to initiate appropriate penal and legal action against the Bidder/Bidder and to forfeit the entire amount of Earnest Money Deposit/Performance Bank Guarantee.

DEPONENT

VERIFICATION

*I/we..... the above named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 7 are true and correct to the best of *my/our knowledge and belief and nothing is concealed therefrom. Verified atthisday of

DEPONENT

Integrity Pact

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20....., between on one hand the New Delhi Municipal Council acting through Shri _____, the Director (Medical Services) (hereinafter called the “Principal/Owner”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the “Bidder(s)/ Service Provider(s) which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure goods and services pertaining to the RFP titled “REQUEST FOR PROPOSAL FOR ESTABLISHMENT, MAINTENANCE AND OPERATION OF CT SCAN & MRI CENTRE IN CHARAK PALIKA HOSPITAL: MOTI BAGH NEW DELHI BASED ON PPP MODEL.” through the Bidder(s)/Service Provider and the Bidder(s)/Bidders is willing to offer / has offered the same.

Whereas the Bidder(s)/Service Provider is a private company/public company/Government undertaking/ partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during bidding, execution & public procurement,

And

Enabling Bidder(s)/Service Provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

- 1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/ Service Provider(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Service Provider alike, and will provide to all Bidder(s)/Service Provider the same information and will not provide and such information to any particular Bidder(s)/Service Provider(s) which could afford an advantage to that particular Bidder(s)/Service Provider(s) in comparison to other Bidder(s)/Service Provider(s).
- 1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Service Provider(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Service Provider(s)

3. The Bidder(s)/Service Provider(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The Bidder(s)/ Service Provider(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The Bidder(s)/ Service Provider(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
- 3.3 Bidder(s)/ Service Provider(s) shall disclose the name and address of agents/Brokers/ representatives/ Intermediaries and Indian Bidder(s)/ Service Provider(s) shall disclose their foreign Principals or associates at the time of bidding.
- 3.4 Bidder(s)/ Service Provider(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
- 3.5 The Bidder(s)/ Service Provider(s) , either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.6The Bidder(s)/ Service Provider(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of its bid documents during bid process.
- 3.7The Bidder(s)/ Service Provider(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.8 The Bidder(s)/ Service Provider(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/ Service Provider(s) also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9The Bidder(s)/ Service Provider(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with

full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

- 3.10 The Bidder(s)/ Service Provider(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder(s)/ Service Provider(s) or any employee of the Bidder(s)/ Service Provider(s) or any person acting on behalf of the Bidder(s)/ Service Provider(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/ Service Provider(s), the same shall be disclosed by the Bidder(s)/ Service Provider(s) at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12 The Bidder(s)/ Service Provider(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.
- 3.13 NDMC has adopted integrity pact for all its contract for 50 lacs and above. It is mandatory for the Bidders/ Service Provider(s) to sign the I.P. The bid of Bidder/ Service Provider(s) to do not sign the I.P. shall not be considered details of IEMs (Independent External Monitor) is as under:-

1. DR. U.K. Sen, IEM uksen@hotmail.com
2. Sh. V.K. Gupta IEM Vinod101951@gmail.com

In case of any grievances about the bid the same may be sent to IEM/Vigilance of NDMC with the name address of the sender.

4. Previous Transgression

- 4.1 The Bidder(s)/ Service Provider(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/ Service Provider(s) exclusion from the bidding process.
- 4.2 The Bidder(s)/ Service Provider(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/ Service Provider(s) can be disqualified from the bidding process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder(s)/ Service Provider(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/ Service Provider(s) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/ Service Provider(s). However, the proceedings with the other Bidder(s)/ Service Provider(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/ Service Provider(s) .
- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/ Service Provider(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/ Service Provider(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/ Service Provider(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/ Service Provider(s) , in order to recover the payments, already made by the Principal/Owner, along with interest.
- (vi) To cancel all or any other contracts with the Bidder(s)/ Service Provider(s) . The Bidder(s)/ Service Provider(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/ Service Provider(s) .
- (vii) To debar the Bidder(s)/ Service Provider(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the Bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/ Service Provider(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/ Service Provider(s) , the same shall not be opened.
- (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at Clause 6.1 (i) to (x) of this Pact also on the Commission by the

Bidder(s)/ Service Provider(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/ Service Provider(s) , of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/ Service Provider(s) shall be final and conclusive on the Bidder(s)/ Service Provider(s) . However, the Bidder(s)/ Service Provider(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

6. Independent External Monitors

6.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings

6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

6.6 The Bidder(s)/ Service Provider(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/ Service Provider(s) . The Bidder(s)/ Service Provider(s) will also grant the IEMs, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Sub- Service Provider. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/ Service Provider(s) /Sub- Service Provider(s) confidentiality.

6.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/ Service Provider(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers / Bidders before submitting their written report.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/ Service Provider(s) and the Bidder(s)/ Service Provider(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

9. Other Legal Actions

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings and Jurisdiction in case of dispute between the parties if any shall be new Deficiency.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/ Service Provider(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful Bidder.

10.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11 The parties hereby sign this Integrity Pact at _____ on _____

Principal/Owner

Bidder(s)/Contractor(s)

Chief Executive Officer Designation

Name of the Officer,

New Delhi Municipal Council

Witness

1. _____

2. _____

Witness

1. _____

2. _____

ANNEXURE -VI**Format for Financial Bid to be submitted online only and not in physical Form****Director (Accounts)**

New Delhi Municipal Council
6th Floor, Palika Kendra,
Sansad Marg, New Delhi - 110 001

Telephone No. 011-23742694

e.mail address: director.accounts@ndmc.gov.in

FINANCIAL BID

Subject: Request for Proposal for selection of Service Provider for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model.

Bid Particulars	Discount Rate in percentage (upto two decimal points)
Discount rate (in percentage) (upto two decimal points) on the prevailing CGHS <u>non-NABL</u> investigation rates for all types of CT Scan & MRI procedures/services applicable for Delhi-NCR Circle.	

- **Discount rate (in percentage) (upto two decimal points), on the prevailing CGHS rates for Non-NABL CT Scan & MRI procedures/services applicable for Delhi-NCR Circle. The discount rate will remain applicable** as and when there is revision of non-NABL CGHS rates. In case any procedure which is generally essential for the patients and not in the notified CGHS rate list, the provisions of Clause 5.10.1.1 will apply.
- The highest percentage of discount offered under condition as above will be the criteria for selection of the service provider.

Place: _____

Signature of Authorized Signatory

Date: _____

Full Name: _____

Company's Seal: _____ (if applicable)

RFP for Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi under PPP model” –

Queries/Request for Additional Information/Clarifications sought during pre-bid meeting:

Please e.mail soft-copy of Queries/Request for Additional information/Clarifications to director.accounts@ndmc.gov.in positively.

S.No.	RFP Reference (Section, Page)	Content of RFP requiring clarification	Point of clarification required	Responses (Not to filled by Bidder)
1.				
2.				
3.				
4.				

Annexure VIII**Format of Performance Bank Guarantee**

[To be executed on requisite non-Judicial Stamp Paper of Rs.100/-]

Whereas the New Delhi Municipal Council (**NDMC**) having entered into an agreement no Dated..... with M/s..... (Hereinafter called the Service Provider) for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP model for a period of nine years (excluding six months implementation period) under which the Service Provider(s) M/shave applied to furnish contract performance bank guarantee.

1. In consideration of NDMC having made such a stipulation in agreement. We ----- (indicate name of bank), herein after referred to as the "Bank" at the request of M/s ----- Service Provider (s), do hereby undertake to pay to the NDMC an amount not exceeding Rs. 25,00,000/- (Rupee Twenty Five Lakh only) on demand.
2. We ----- (indicate the name of bank), do hereby under take to pay Rs.25,00,000/- only) under this guarantee without any demur or delay, merely on a demand from the NDMC. Any such demand made on the bank by the NDMC shall be conclusive and payable by the bank under this guarantee. The bank guarantee shall be completely at the disposal of the NDMC and We ----- (indicate the name of bank), bound ourselves with all the directions given by NDMC regarding this bank guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. 25,00,000/- (Rupee Twenty Five Lakh only).
3. We -----(indicate the name of bank), undertake to pay to the NDMC any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any court or tribunal or arbitrator etc relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We -----(indicate the name of bank) further agree that the guarantee herein contain shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue enforceable till all the dues of the NDMC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the NDMC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Service Provider and accordingly discharges this guarantee.
5. We -----(indicate the name of bank) further agree with NDMC that NDMC shall have the fullest liberty without our consent and

without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Service Provider (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NDMC against the said Service Provider(s) and to forbear pre-enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance act of omission of the part of the NDMC or any indulgence by the NDMC to the said Service Provider or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us. The liability of us ----- (indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the Service Provider .

6. We ----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the NDMC in writing.
7. This guarantee shall remain valid and in full effect, until it is decided to be discharged by the NDMC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.25,00,000/- (Rupee Twenty Five Lakh only).
8. It shall not be necessary for the state NDMC to proceed against the Service Provider before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the state NDMC may have obtained or obtain from the Service Provider .
9. The bank guarantee shall be payable at the headquarters of the division, or the nearest district headquarters. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Dated-----day of -----for and on behalf of the bank
(indicate the bank)

Signature and Designation

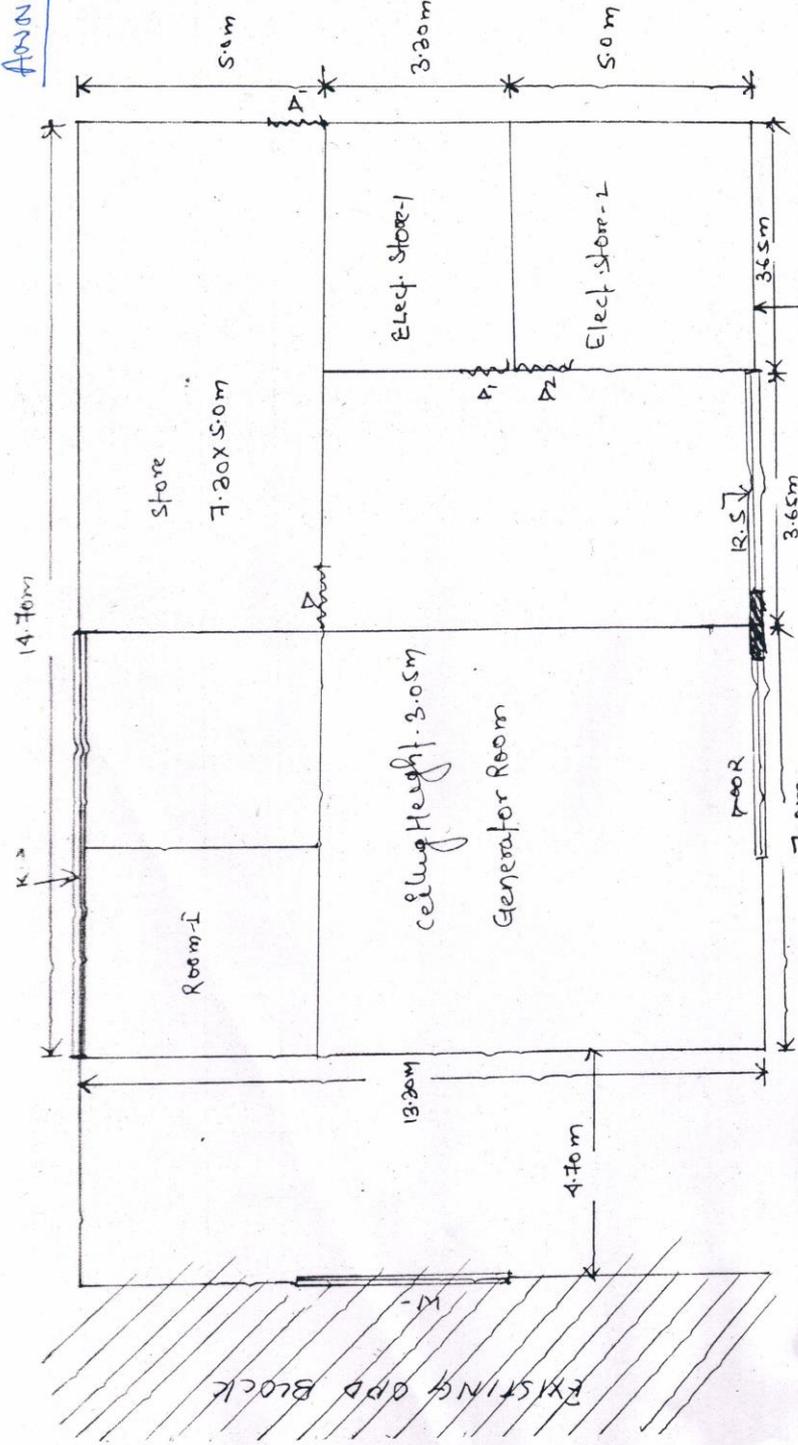
The above guarantee is accepted by the Director (Medical Services), Charak Palika Hospital, NDMC.

Signature

(Note: Guarantee to be made on stamp paper purchased by the bank only.)

ANNEXURE IX

Total Area
 $13.30 \times 14.70 \text{ m}$
 $= 195.51 \text{ m}^2$
 or 2103.68 sq ft



Fluor /
 1000 / 25
 AE = 210 m²

The required load of 120 kVA (MRI) + 60 kVA (ES room) ⇒
 ⇒ Total 180 kVA @ P.F. 0.8 = 144 kW will be met through
 proportional backup package of 150 kVA
 19.5 x 7.7 = 150.15 kVA (APPROX)

for CT-MRI unit at Changle Paluka Hospital.
 CEE I
 19/8/17

10/11/17

ANNEXURE X

The Service Provider shall able to carry out following listed investigations /procedures (atleast) at their proposed CT & MRI Scan Centre:

MRI

- I. MRI Head – Without Contrast
- II. MRI Head – With Contrast
- III. MRI Orbits – Without Contrast
- IV. MRI Orbits – With Contrast
- V. MRI Nasopharynx and PNS – Without Contrast
- VI. MRI Nasopharynx and PNS – With Contrast
- VII. MR for Salivary Glands with Sialography
- VIII. MRI Neck - Without Contrast
- IX. MRI Neck- with contrast
- X. MRI Shoulder – Without contrast
- XI. MRI Shoulder – With contrast
- XII. MRI shoulder both Joints - Without contrast
- XIII. MRI Shoulder both joints – With contrast
- XIV. MRI Wrist Single joint - Without contrast
- XV. MRI Wrist Single joint - With contrast
- XVI. MRI Wrist both joints - Without contrast
- XVII. MRI Wrist Both joints - With contrast
- XVIII. MRI knee Single joint - Without contrast
- XIX. MRI knee Single joint - With contrast
- XX. MRI knee both joints - Without contrast
- XXI. MRI knee both joints - With contrast
- XXII. MRI Ankle Single joint - Without contrast
- XXIII. MRI Ankle single joint - With contrast
- XXIV. MRI Ankle both joints - With contrast
- XXV. MRI Ankle both joints - Without contrast
- XXVI. MRI Hip - With contrast
- XXVII. MRI Hip – without contrast
- XXVIII. MRI Pelvis – Without Contrast
- XXIX. MRI Pelvis – with contrast
- XXX. MRI Extremities - With contrast
- XXXI. MRI Extremities - Without contrast
- XXXII. MRI Temporomandibular – B/L - With contrast
- XXXIII. MRI Temporomandibular – B/L - Without contrast
- XXXIV. MR Temporal Bone/ Inner ear with contrast
- XXXV. MR Temporal Bone/ Inner ear without contrast
- XXXVI. MRI Abdomen – Without Contrast
- XXXVII. MRI Abdomen – With Contrast
- XXXVIII. MRI Breast - With Contrast
- XXXIX. MRI Breast - Without Contrast
- XL. MRI Spine Screening - Without Contrast

- XLI. MRI Chest – Without Contrast
- XLII. MRI Chest – With Contrast
- XLIII. MRI Cervical/Cervico Dorsal Spine – Without Contrast
- XLIV. MRI Cervical/ Cervico Dorsal Spine – With Contrast
- XLV. MRI Dorsal/ Dorso Lumbar Spine - Without Contrast
- XLVI. MRI Dorsal/ Dorso Lumbar Spine – With Contrast
- XLVII. MRI Lumbar/ Lumbo-Sacral Spine – Without Contrast
- XLVIII. MRI Lumbar/ Lumbo-Sacral Spine – With Contrast
- XLIX. Whole body MRI (For oncological workup)
 - L. MR Cholecysto-pancreatography
 - LI. MRI Angiography – with contrast
 - LII. MRI Mammography
 - LIII. MR Enteroclysis
 - LIV. Cardiac MRI
 - LV. Stress Cardiac MRI

CT:

- I. CT Head-Without Contrast
- II. CT Head- with Contrast (+/- CT angiography)
- III. C. T. Chest - without contrast (for lungs)
- IV. C. T. Scan Lower Abdomen (Incl. Pelvis) With Contrast
- V. C. T. Scan Lower Abdomen (Incl. Pelvis) Without Contrast
- VI. C. T. Scan Whole Abdomen without Contrast
- VII. C. T. Scan Whole Abdomen with Contrast
- VIII. Triple Phase CT abdomen
- IX. CT angiography abdomen/ Chest
- X. CT Enteroclysis
- XI. C. T. Scan Neck – Without Contrast
- XII. C. T. Scan Neck – With Contrast
- XIII. C. T. Scan Orbits - Without Contrast
- XIV. C. T. Scan Orbits - With Contrast
- XV. C. T. Scan of Para Nasal Sinuses- Without Contrast
- XVI. C. T. Scan of Para Nasal Sinuses - With Contrast
- XVII. C. T. Spine (Cervical, Dorsal, Lumbar, Sacral)–without contrast
- XVIII. CT Temporal bone – without contrast
- XIX. CT - Dental
- XX. C. T. Scan Limbs -Without Contrast
- XXI. C. T. Scan Limbs -With Contrast including CT angiography
- XXII. C.T. Guided intervention –FNAC
- XXIII. C.T. Guided Trucut Biopsy
- XXIV. C. T. Guided intervention -percutaneous catheter drainage / tube placement.

The Service Provider shall constantly include the Investigations/procedures at the CT Scan & MRI Centre as per the revised list of investigation in line with CGHS Delhi-NCR Circle list of investigation available on (<http://msotransparent.nic.in.pdf>).

SPECIFICATIONS FOR A NEW STATE OF ART

16 SLICE 'ALL PURPOSE' C.T. SCANNER

- A) Scanner Design X-Ray generator and tube:
1. Scanner: Whole body spiral CT scanner (16 slices) of latest technology.
 2. X-Ray Generator.
 - a) It should be high frequency generator with output of 24 KW.
 - b) KV range should 90 to 130 KVP.
 - c) Ma should be 180 Ma or more.
 3. X-Ray tube:
 - a) X-Ray tube anode heat storage capacity of at least 2 MHU.
 - b) Peak anode heat dissipation rate of at least 300KHU/minute.
 - c) X-Ray tube should be supplied with unconditional complete warranty of 2 years.
 4. Gantry and scanning table:
 - a) Gantry aperture of at least 65 cm.
 - b) Gantry tilt of +/- 30 deg or equivalent digital tilt is available with the system.
 - c) Scan field of view 40 cm or more.
 - d) Scanning table load of at least 150 kg.
 - e) Metal free scan able range of scan gram topogram at least 120 cm.
 - f) Facility of emergency manual traction.
 - g) Table should have carbon fibre table top or equivalent.
 - h) 3D laser lights for positioning.
 5. Detector System:

Solid state detectors to acquire min. 16 slice at a time, free from frequent calibration.
 6. High Contrast Resolution of at least 13 Lp/cm or more for axial and helical scanning.
 7. Scan time: Minimum scan time for 360 degree rotation should be equal to or less than 1 sec.
 8. Slice thickness should be sub mm to 5 mm or more.
 9. Spiral mode Specifications:
 - a) Continuous data acquisition with over-lapping slices.
 - b) Gapless spiral of at least 90 cm or more.
 - c) Max. Helical for single cont. Spiral of at least 90 sec.
 - d) Bolus triggered and bolus chase spiral acquisition should be available.
 10. Image Processing System:
 - a) Main CPU should be at least 32 x 2 bit or more with RAM of at least 2 GB.
 - b) Image reconstruction matrix of at least 512x512.
 - c) Display matrix of at least 1024x1024.
 - d) High resolution Medical grade LCD monitor of 19" or more.
 11. Image Storage and raw data storage of at least 100 GB.
 12. Image Archiving on CD R/W/DVD. Supply 100 CD R/W or 50 DVD. In addition CD/DVD archival with inbuilt DICOM format is required.

13. Image transferring/Networking: Should have DICOM interface for transferring images/information in DICOM standard and should permit communication between devices of various manufacturers.
14. Standard Software: Routine software for image evolution and display. Should have minimum 3 ROI, angle, distance measurements, histogram, profile, symmetry and comparison, variable multiple image display with independent window setting, image annotation and labelling etc should be provided.
15. **ADDITIONAL SOFTWARE:** All the software is to be available with the system main console/workstation.
 - a) 3D display programmed for the three dimensional display of surfaces, real time 3D VRT, MPR, MIP 3D SSD/MPVR should be provided.
 - b) CT based DSA is required for neuro scans.
 - c) Real time reforming of secondary views. Real time reconstruction should be possible in different planes, cine display, zooming etc.
 - d) CT angiography with 3D capability and volume rendering capability.
 - e) Virtual endoscopies with vol rendering tech.
 - f) CT perfusion for head and body.
 - g) Contrast monitoring software for marching of scan timing to peak bolus phase chase.

Additional Workstation: One additional workstation should be of latest version DICOM 3 ready and should be having all the above mentioned softwares & inbuilt perfusion processing software, post processing, image reconstruction in 3D and direct filming facilities from the workstation with CD/DVD writer & USB port should be provided. It must be having the additional workstation with EBW/MMWP/AW/Tera Recon & others.

16. ESSENTIAL ITEMS TO BE INCLUDED WITH THE UNIT

1. PRESSURE INJECTOR latest model single head with remote control, standard make with 50 compatible disposable syringes.
2. The firm should supply DICOM dry imager at least 500 PPI/DPI for film size upto 14" x 17", non sensitive to light.
3. Deleted.

III OTHER ITEMS:

- a) Lead glass 100 x 150 cm or more with lead component as per AERB requirement.
- b) Two sets of patient positioning accessories.
- c) Deleted.
- d) Line interactive UPS system of good brand like Tata Liebert/APC/Emerson, others for full system with SMF batteries for the complete system and provision of light in console and gantry room with backup of 15 min or similar rating DG set.
- e) Integrated intercom and automatic patient instruction system should be provided.
- f) 2 LED view box of two films and three films size (1 each)

IV The machine should have been launched in the last 5 years, India or Globally.

v. Standards and Safety-

It should be US FDA/European CE approved product.

**TECHNICAL SPECIFICATION OF STATE OF THE ART LATEST GENERATION 1.5 T SUPER CONDUCTING
MAGNETIC RESONANCE IMAGING SYSTEM (MR).**

S. No.	Specifications
1	Operational requirements
1.1	Whole Body 1.5 Tesla Magnetic Resonance Imaging system optimized for higher performance in Cardiac and Neuro-radiological examination with short superconducting magnet, high performance gradients and digital Radio Frequency. All capabilities as detailed below should be integral part of the quotation and none of these essential requirements should be as optional.
2.1	Magnet System
A.	1.5 Tesla active shielded super conducting magnet.
B.	The length of magnet should be not more than 200 cm and the bore should be wide i.e. 60 cm or more with flared openings.
C.	It should have facilities of better illumination, ventilation and designed to avoid patient claustrophobia.
D.	The magnet should be shielded from the external interferences
E.	The homogeneity of the magnet should be mentioned in relation to 10.20.30 cm DSV. Give details of the number of planes, plots and number of measurement per planes to measure the homogeneity
F.	Global and local auto shimming should be available.
G.	Automated patient specific on line shimming should be available.
H.	Specify the weight of the magnet including the gradient and cover etc.
I.	The front panel of Gantry should display table and patient position
2.2	GRADIENT SYSTEM
1	Actively shielded Gradient system with strength of at least 33/m or more with slew rate of 120 m T/m/msec or more.
2.	The duty cycle should be 100 percent. Please give details.
3.	The Gradient system should have provision for eddy current compensation
4.	Specify Field of View in all three axes
5.	Minimum TE & TR in 2D/3D should be specific for all sequences.
6.	Minimum Slice Thickness in 2D & 3D should be specific in relation to the sequence.
7.	Echo Train Length in both Spin Echo and Gradient Echo should be at least 255 or more
8.	The measurement matrix should be from 128X128 to 1024X1024 in both 2D and 3D imaging as well
2.3	RF SYSTEM
1	RF system should be fully digital & solid state with transmit power of at least 10 kW
2	RF system should have at least minimum of 16 independent RF receiving channels with each having bandwidth of 1MHz or more
3	Should have necessary hardware to support Phased array coil.
4.	Specify frequency stability and amplifier resolution

5.	RF system should be compatible with parallel imaging techniques. It should be able to support time reductions with compatible coils in 2D/3D imaging in Body/Neuro imaging up to acceleration factor of at least 4.
2.4	RF COIL
1	The main body coil separate integrated to the magnet must be Quadrature / CP. In addition to this coil following coils should be available.
2	Phase Array Head coil. It should be at least 8 Elements or more
3	Multichannel Neurovascular coil with at least 16 Elements.
4.	In case above two coils do not suffice in combination for complete Neuro vascular study from Aortic arch to Circle of Will, please quote separate coil in addition to above two coils for this study.
5.	Phased Array Spine Coil for thoracic and Lumbar spine imaging for whole spine study. It should have at least 10 elements.
6	It should be possible to do Head and Spine (Whole Spine) imaging together without changing the coil. It should be possible to do the same either with combination of coils or a dedicated coil to achieve the same should available.
7	Phased Array Body coil, capable of doing abdomen, pelvis, MRCP and peripheral imaging. It should have at least 16 elements. Please specify the time reduction factor with parallel acquisition techniques.
8	Flexible Coil – Large FOV – Specify
9	Flexible Coil – Small FOV – Specify
10	Dedicated Knee Coil – 8 channels or more
11	Breast Coil capable of bilateral breast imaging. Bilateral Breast Coil with at least 4 elements with fully functional spectroscopy.
	Note: Total coils should be 8 including integrated Quadrature body coil. All the above coils should be taken as individually for all the applications asked for.
2.5	PATIENT HANDLING SYSTEM
1	Please specify the table type
2	The table should be fully motorized with computer controlled table movements in vertical and horizontal directions
3	The position accuracy should be at least +/- 1mm or better
4.	The table should be able to withstand patient load of 150 Kgs.
5.	The table should have facility for manual traction in case of emergency
6	The table should have patient auto alarm system.
7	The CCTV system with LCD display to observe the patient.
8	The table should deliver the protocols for automatic bolus chasing in Peripheral Angio with automatic table movement.
9	The table should be dockable or the system should be available with MR Compatible/dock able trolley with removable table top
2.6	Host Computer / Main Console and Image Processor
1	Computer system should be at least in the industry, fast and efficient. It should have at least 8 GB RAM.
2	The system should have image storage capacity of at least 2,00,000 images in 256X256 matrix.
3	The main Host computer should have at least 19 inch TFT/LCD type color monitor.
4	The main console should have integrated MR compatible music system of the patient.
5	The system should have CD/DVD archiving facility on the main console.

6	Additionally 500 high storage CD's or 1000 high storage DVD's of compatible writing speed to be provided
7	One workstation with 19 inch or more LCD monitor to be provided for the application as listed under item 2.8 (in addition to console)
2.7	APPLICATION SOFTWARE/HARDWARE
1	The system should have basic sequences package with Spin Echo, inversion Recovery. Fast spin echo and Gradient Echo with echo train length of 255.
2	The application software for image smoothing and edge sharpness etc for improvement in image resolution techniques.
3	Single and Multi shot EPI imaging techniques
4	MR Angio Imaging: Should have 2D/3D TOF, 2D/3D PC, MTS and TONE CEMRA for head, spine and body applications.
5	Fat and water excitation – Please specify the application packages.
6.	Diffusion Weighted Imaging with b value range up to 7000 with a facility to generate the ADC map with the acquired b value. The system should have facility for online automatic generation of ADC maps
7	Please specify the motion correction algorithm/package for high-resolution motion free Diffusion weighed imaging with multishot/ segmented EPT techniques. It should be possible to have FLAIR diffusion with generation of corresponding ADC maps.
8	Perfusion Imaging to enable large anatomy coverage of the brain and in line calculation of the resulting hemodynamic as well as physiological parameters. The perfusion analysis should have capability to calculate color display of rMTT, rCBV, rCBF, corrected CBV, permeability constant and volume leakage. Please quote ASL (Arterial Spin Labelling) as standard.
9	BOLD imaging: BOLD technique with automated 3D motion correction. Z-score, correlation analysis with color overlay on anatomical image. It should be possible to have Real Time Processing of BOLD imaging data on the main console for the complete reconstruction.
10	The System should have facility for quantification of the CSF flow data on the main console and / or the workstation
11	The system should have the Hydrogen, Singh Voxel spectroscopy, Multivoxel multislice 2D, 3D spectroscopy and also the Chemical shift imaging in 2D/3D. The complete processing/ post processing software including color metabolite maps should be available.
12	The system should have facility to do head to Toe imaging without shifting the patient at one go for metastases study and Whole Body diffusion with background suppression and without any loss of SNR.
13	The system should also be available with prostate and breast spectroscopy Package
14	The System should perform DTI at least in 32 directions with possibility of processing with depiction anisotropy mean diffusivity and other DTI metrics. Provide the fibre tracking software with overlays on various conventional images.
15	The system should have the software for whole Body Diffusion weighted imaging.
2.8.1	Workstation with latest advanced post processing software with complete DICOM functionalities as the main console with 19 inch TFT/LCE color monitor with Hard disk of at least 2,00,000 image storage in 256X256 matrix and 8GB RAM.
2	Image documentation should be possible from the main console as well as

	the workstation.
3	The workstation should have availability of Processing of Real Time BOLD imaging data with colour metabolite mapping, quantification of the CSF flow data, vascular analysis package and volume rendering technique.
5	The system should be with software package like mDIXON / DIXON or equivalent package for fat and water suppression. The system be with LAVAXV, TRICKXV, PROPELLER or equivalent software with the vendor
2.9	Dry Chemistry Laser Imager with
1	Resolution 16 bits/500 dpi or more with minimum three online ports for Films.
2	Support Multiple Film Sizes: One of which must be 17"X14"
3	DICOM Ready (attach conformance statement)
3.0	Power Supply
3.1	Online UPS of 100 KVA rating along-with Voltage regulation should be supplied for complete system (including Chiller) with minimum 15 minute backup
3.2	MRI compatible Multi Para Monitor – 1 No
3.3	Anaesthesia Workstation
4.0	The machine should have been launched in the last 5 years, India or Globally.
5.0	Standards and Safety-It should be US FDA/European CE approved product.

ANNEXURE XIII**UNDERTAKING****(To be furnished on the Non-Judicial Stamp Paper of appropriate value)**

I/We.....(Name of the Bidder) here-in-after called “the Bidder” do hereby affirm and undertake to abide by al the terms, conditions and specifications given in the RFP for “Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi under the PPP Model.” in the bidding document.

I/We.....(Name of the Bidder) further undertake:

1. That the equipments and accessories to be installed shall be supplied the OEM and shall be original and brand new.
2. That no second hand/old/refurnished equipment and accessories shall be installed.
3. That I/We shall furnish a Certificate from the original Equipment Manufacturer during the signing of the Agreement as per Format appended with the Agreement.

Place:

Signature of the authorized Signatory

Dated:

Name:

Designation:

Bidder Name:

Bidder:

Annexure -XIV**Documents the scanned copy to be uploaded online with Technical Bid by the Bidder on the e.procurement site of Govt. of NCT of Delhi**<https://govtprocurement.delhi.gov.in>

Sl. No.	Document the scanned copy to be up-loaded online
1.	Scanned copy of EMD
2.	Scanned copy of receipt in respect of cost of RFP deposited with NDMC
3.	Scanned copy of PAN CARD of individual/firm/company
4.	Scanned copy of Service tax/ VAT/Sale tax/GST registration.
5.	Scanned copy of latest copy of license from labour commissioner to employ contract labour under contract Labour Act.
6.	<p>a) Scanned copy of Certificate regarding turnover issued by Chartered Accountant for last three financial year 2014-15, 2015-16 & 2016-17</p> <p style="text-align: center;">And</p> <p>b) Audited financial statements for the last three financial years (FY 2014-15, 2015-16 & 2016-17).</p> <p>Declaration in form of Annexure III is to be submitted by the Bidder.</p>
7.	Scanned copy of PF/ESI registration certificate.
8.	Scanned copy of solvency certificate
9.	Scanned copy of undertaking as per annexure -IV regarding barred / blacklisted
10.	Scanned copy of Letter of authorization for authorized signatory by the company/ owner should be attached.
11.	Scanned copy of undertaking with respect to registration with concerned authority for operating both CT and MRI centre.
12.	Scanned copy of proof of having minimum 3 (Three) years of experience as provided under Clause 6.2.3.3 of the RFP upto the last date of submission of bids.
13.	Scanned copy of certificate issued by Chartered Accountant regarding positive net worth for the financial year 2016-17.

14.	Scanned copy of declaration as per Annexure –I on stamp paper
15.	Scanned copy of Power of attorney as per Annexure-II
16.	Scanned copy of Integrity Pact as per Annexure-V
17.	Technical Bid Index (in.pdf form)
18.	Price bid (BOQ) in pdf. Form <i>(To be up-loaded separately)</i>
19.	Scanned copy of complete RFP and decisions of pre-bid meeting duly signed on each page by the authorized representative of the Bidder.

