

**CONTRACT AGREEMENT 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

**DIRECTOR (MEDICAL SERVICES)
CHARAK PALIKA HOSPITAL
NEW DELHI MUNICIPAL COUNCIL
MOTI BAGH, NEW DELHI - 110 021**

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

This Service Provider Agreement for "Establishment, Operation and Maintenance of CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi" under PPP Model (hereinafter referred to as "**Agreement**") is made and entered into on the [●]¹ day of [month], [year] by and between:

The Service Partner (NDMC) (hereinafter referred to as the "**Service Partner (NDMC)**") and having registered office at _____ which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part;

AND

[●], a [●] incorporated under the provisions of the [●]² and having its registered office at [●], (hereinafter referred to as the "**Service Provider**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

WHEREAS

- A. The Service Partner (NDMC) had invited proposals vide Request for Proposal Document bearing No. [●] dated [●] (the "**Bid Notice**") from Service Providers for Installation, Commissioning and Maintenance of CT & MRI Scan Facilities and Services at the allocated space provided by the Service Partner (NDMC) as per the Layout Plan of the Site attached as Annexure I to the Agreement including CT & MRI Scanner and all associated equipment, Operations and Management of CT & CT & MRI Scan Services with clinical and non-clinical manpower for the NDMC Employees/Pensioners of Liberal Medical Health Scheme and General Public.
- B. After evaluation of the Bid(s) received, the Service Partner (NDMC) had accepted the bid of the Service Provider and issued a letter of acceptance No. [●] dated [●] (hereinafter called the "**LOA**") to the Service Provider requiring, inter alia, the execution of this Agreement;
- C. The Service Provider has agreed to undertake and perform its obligations with respect to the Project, subject to and on the terms and conditions set forth hereinafter.
- D. The Service Provider has agreed to meet the requirements and terms and conditions of the Scope of the Project.
(NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by Government of India or the Govt. of NCT of Delhi including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all ‘contractually required and need based’ clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the CT & MRI Scan Facilities and Services in specified locations, during the subsistence of this Agreement;

“Appointed Date” means the date on which the Conditions Precedent of both the Parties have been met and shall be deemed to be the date of commencement of the Term with respect to the concerned Facility/Location;

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Bid” means the documents in their entirety comprised in the bid submitted by the Service Provider in response to the request for proposal (RFP) and the provisions thereof;

“Bid Security”/”EMD” means the security provided by the Service Provider to the Service Partner (NDMC) along with the Bid in a sum of Rs. 5,00,000

(Rupees Five Lacs), in accordance with the Bid documents, and which is to remain in force until substituted by the Performance Security.;

“Commissioning Date” shall mean the date on which the Service Provider has completed the installation, commissioning and testing of the Equipment at the concerned CT & CT & MRI Scan Centre, to the satisfaction of the “Service Partner (NDMC);

“Company” means the Company acting as the Service Provider under this Agreement;

“Conditions Precedent” shall have the meaning set forth in Clause 4.1.1;

“Contractor” means the person or persons, as the case may be, with whom the Service Provider has entered into any contract or any other agreement or contract for provision of the Services or matters incidental thereto, for and on behalf of the Service Provider. The Service Provider shall and will remain solely responsible to the Service Partner (NDMC) for the overall obligations and liabilities of the Contractor engaged under this Agreement and/or the respective “Project Agreements”

“Cure Period” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:-

- (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- (c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Service Provider requires any reasonable action by the Service Provider that must be approved by the Service Partner (NDMC) hereunder, the applicable Cure Period shall be extended by the period taken by the Service Partner (NDMC) to accord their approval;

“Damages” shall have the meaning set forth in Sub-clause (u) of Clause 1.2.1;

“Dispute” shall have the meaning set forth in Clause 25.1.1;

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 25;

“Equipment” means the Equipment(s) listed in **Article 2**, which are to be procured, installed, commissioned, tested, operated and maintained by the Service Provider in accordance with the terms of this Agreement

“Force Majeure” or “Force Majeure Event” shall have the meaning ascribed to it in Clause 17.1;

“GOI” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Service Provider engaged in the same type of services as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Service Provider in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government Instrumentality” means any department, division or sub-division of the Government or the Government of India and includes any commission, board, Government, agency or municipal and other local Government or statutory body under the control of the Government or the Government of India, as the case may be, and having jurisdiction over all or any part of the Equipment or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement;

“Indemnified Party” means the Party entitled to the benefit of an indemnity pursuant to Article 22;

“Indemnifying Party” means the Party obligated to indemnify the other Party pursuant to Article 22;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 15, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;

“Inspection Report” shall have the meaning set forth in Clause 12.2;

“Liberal Medical Health Scheme” means Liberal Medical Health Scheme as presently applicable to the NDMC Employees/Pensioners or any other Medical Scheme applicable to NDMC Employees at present or in future. (here-in-after will be denoted as LBHS).

“LOA” or “Letter of Acceptance” means the letter of acceptance issued by the Service Partner to the Service Provider with the instructions to proceed for implementation of the Contract as per the terms and conditions of RFP.

“Maintenance Requirements” shall have the meaning set forth in Article 10 and Schedule B;

“CT & MRI Scan Centre”/“Centre” refers to the CT & MRI Scan Centre at Charak Palika Hospital, Moti Bagh comprising of the provisioned supporting space, infrastructure, CT & MRI scanner and all associated equipment as stated under Clause 2.2. in the identified locations as per the Layout Plan of the Site as per the Annexure I

“CT & MRI Scan Facilities and Services” refers to all the scanning equipment, associated services and infrastructure provided at CT & MRI

Scan Centre in addition to the IT-enabled hardware and software facilitates and services provide in all facilities in Schedule B.

“CT & MRI Scan Services” refers to the services provided for diagnostic imaging at the CT & MRI Scan Centre and report generation along with subsequent data transmission and integration with the District Hospitals.

“Maintenance” means the maintenance of the Equipment and includes all matters connected with or incidental to the provision of services and facilities in accordance with the provisions of this Agreement;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Performance Security” shall have the meaning set forth in Clause 9;

“Performance Parameters” shall mean the parameters set forth in **Schedule B**;

“Monthly Fee/Payment” or “Fee” shall have the meaning set forth in Clause 16.1.4;

“Project” means the financing, procurement, transportation, installation, testing, commissioning, operating and maintenance of the Equipment at the Facilities in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;

“Project Assets” means (a) contractually required and need based rights of access to the Charak Palika Hospital, Moti Bagh owned by Service Partner (NDMC); (b) Facility Space, Equipment, tangible assets such as computer, fittings, communication systems; (c) assets such as software and licence(s), and Intellectual Properties; (d) all rights of the Service Provider under the Project Agreements; (e) financial assets, such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the Equipment;

“Premises/Locations” mean the Facilities that would set up as per locations defined and detailed in Annexure 1;

“Scope of the Project” shall have the meaning set forth in Clause 2.2;

“Services” means the Services to be provided by the Service Provider in accordance with the terms and conditions of the Agreement;

“Service Provider” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Service Provider Default” shall have the meaning set forth in Clause 19;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Equipment, as set forth in any **Schedule of this Agreement** and any modifications thereof, or additions thereto, as included in the design and

engineering for the Equipment submitted by the Service Provider to, and expressly approved by, the Service Partner (NDMC).

“Suspension” shall have the meaning set forth in Clause 18.1;

“Taxes” means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Equipment charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

“Term” means the period as specified under Article 3 (or less in case of early termination by a Termination Notice in accordance with this Agreement) commencing from the Appointed Date;

“Termination” means the expiry or earlier termination of this Agreement hereunder;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation”

or “but not limited to” whether or not they are followed by such phrases;

- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) references to a “business day” shall be construed as a reference to a day (other than a Sunday) on which banks in New Delhi are generally open for business;
- (i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (j) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Agreement;
- (k) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (l) the words importing singular shall include plural and vice versa;
- (m) references to any gender shall include the other and the neutral gender;
- (n) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (o) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (p) any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Service Partner (NDMC) hereunder or pursuant hereto in any manner whatsoever;
- (q) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to

this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;

- (r) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (s) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- (t) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).

1.2.2 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

1.4.1 This agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this agreement; and
- (b) all other documents namely RFP, decision/clarification, addendum/corrigendum issued after pre-bid meeting or otherwise by the Service Partner forming part hereof;

i.e. Terms and Conditions of Contract as defined in (b) above shall prevail over the (a) and documents at (b) above shall be

read to form the integral part of (a) and in case of any conflict the rule of harmonious construction will apply.

1.4.2 Subject to Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: SCOPE OF THE PROJECT

2.1 The Service Provider will provide the services as per the Clinical Establishment Act Standards for **Medical Imaging Services (Diagnostic Centre as applicable to CT & MRI Scan Services). Standard Operating Procedures will be formulated in line with the standard.**

The Service Provider shall be responsible for operationalization of CT & MRI Scan Centre at Charak Palika Hospital, Moti Bagh, New Delhi-110021 to offer CT & MRI Scan Services to the Employees/retired employees of NDMC and to General Public as per the terms and conditions here-in-after elaborated in this Agreement. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. The Service Provider shall deliver the following as per the project requirement and at its own cost:

2.2 Scope of the work and services for both the parties

2.2.1 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 I). 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 pipe-lines, 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.

2.3 SCOPE OF WORK AND SERVICES FOR THE SERVICE PROVIDER:

2.3.1 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 I) 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 III & IV to the Agreement. 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) TECHNICAL SPECIFICATIONS OF THE EQUIPMENT TO BE INSTALLED BY THE SERVICE PROVIDER:

Service Provider at the time of the execution of this Agreement as per their Undertaking as per Annexure XIII submitted with the Technical Bid shall submit requisite certificate from the original equipment manufacturer (OEM) as per Annexure V (A) & (B) that the equipment and accessories to be supplied by them shall be original and Brand New. Service Provider shall also at the time of execution of the Agreement shall 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.

(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.

(u) The List of the minimum Investigations/Procedures to be carried out by the Service Provider at CT & MRI Scan Centre is added as Annexure II to this Agreement, which will be strictly ensured by the Service Provider.

(vi) The Service Provider shall constantly include Investigations/Procedures at the CT Scan & MRI Centre as per the revised list of investigations in line with CGHS Delhi-NCR Circle list of investigations 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.

2.4 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, Service Provider 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 as 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 Service Provider 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 and 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 provided 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.

2.5 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, cablings, 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 PNDT, 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.
- xxxi) 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.

2.6 MISCELLANEOUS

- 2.6.1 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.
- 2.6.2 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.

2.6.3 The Service Provider 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.

2.7 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.

2.8 Integrity Pact

The Service Provider shall execute the integrity pact on non-judicial stamp paper of appropriate value as per the scan copy of draft integrity pact agreement duly signed **as per Annexure - V uploaded by them** along with the Bid.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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).

ARTICLE 3: TERM OF AGREEMENT

3.1 Term

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits and Good Industry Practice, the Service Partner (NDMC) hereby grants to the Service Provider and the Service Provider hereby accepts the exclusive right as license and Service Partner (NDMC) at the space provided as per Annexure I shall procure, install, commission and maintain the Equipment and provide the required Services as per the terms and conditions of this Agreement, during the subsistence of this Agreement for a period of 9 (Nine) years excluding 6 months for implementation period (or early termination by a Termination Notice in accordance with this Agreement) commencing from the Appointed Date (the "**Term**"), and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement and implement the Project, subject to and in accordance with the terms and conditions set forth herein.

ARTICLE 4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

- 4.1.1 Save and except as expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the “Conditions Precedent”).
- 4.1.2 The Service Provider may, upon fulfilling the Conditions Precedent in Clause 4.1 require the Service Partner (NDMC) to satisfy any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 21 (twenty one) days of receiving of notice for Award of Contract.
- 4.1.3 The Conditions Precedent required to be satisfied by the Service Partner (NDMC) shall be deemed to have been fulfilled when the Service Partner (NDMC) shall have issued to the Service Provider a Letter of Award (“LOA”) and provided the “contractually required and need based” access and license rights with respect to the Charak Palika Hospital Scan Centre as per the Layout Plan of Site for installation of CT & MRI Scan added as Annexure I for providing the required CT & MRI Scan related Services.
- 4.1.4 The Conditions Precedent required to be satisfied by the Service Provider shall be deemed to have been fulfilled when the Service Provider shall have provided Performance Security to the Service Partner (NDMC);
- 4.1.5 Upon request in writing by any of the parties, the other party may, in its discretion, waive any of the Conditions Precedent set forth in this Article 4 or permit additional time to meet any of the Conditions Precedent set forth in this Article 4;
- 4.1.6 Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.
- 4.1.7 The date on which the Condition Precedents are satisfied by the Service Partner (NDMC) and Service Provider shall be the stipulated date as mentioned in the Letter of Award for commencement of the Term for this specified Project.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1 Obligations of the Service Provider

5.1.1 Subject to and on the terms and conditions of this Agreement, the Service Provider shall at its cost and expense undertake to fulfill all the requirements of Scope of the Project, as per Article 2, and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Service Provider shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to Clauses 5.1.1 and 5.1.2, the Service Provider shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Service Provider hereby accepts and agrees to discharge obligations herein and provide the Services, subject to and in accordance with the terms and conditions set forth herein:

5.1.5 Subject to and in accordance with the provisions of this Agreement, the Service Provider shall be obliged or entitled (as the case may be) to:

5.1.5.1. Right of Way, “only contractually required and need based” access and license rights to the Sites as listed in Annexure I of this Agreement for the purpose of and to the extent conferred by the provisions of this Agreement for performing and fulfilling all of the Service Provider’s obligations under this Agreement;

5.1.5.2. Plan, procure, equip, install, commission, and maintain (and/or upgrade) the Equipment and provide Services as per the terms and conditions of this Agreement including any mentioned Specifications and Standards, Applicable Laws, Applicable Permits, Performance Parameters and Good Industry Practice.

5.1.5.3. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Service Provider under this Agreement;

5.1.5.4. On and from the Commissioning Date and during the Term, the Service Provider shall have the right to demand, charge, retain, appropriate the ‘Monthly Fee/Payment’ as agreed/accepted by the Service Partner in accordance with the provisions of this Agreement;

5.1.5.5. Not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Equipment nor transfer, lease or part possession thereof.

5.1.5.6. Perform and fulfill all of the Service Provider's obligations in accordance with this Agreement including any mentioned Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice;

5.1.5.7. Exercise such other rights and obligations as the Service Partner (NDMC) may determine as being necessary or desirable, for the purpose incidental and necessary for implementing the Project.

5.1.6 The Service Provider shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

5.1.6.1. make, or cause to be made, necessary documented applications to the relevant Government Instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

5.1.6.2. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated in the Project and in line with the scope of work detailed in Article 2;

5.1.6.3. maintain the CT & MRI Scan Facilities and Services as per Service Parameters defined in Schedule B and other Maintenance and Remedial specific Articles of this Agreement;

5.1.6.4. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

5.1.6.5. ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Service Provider's obligations under this Agreement;

5.1.6.6. not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;

5.1.6.7. support, cooperate with and facilitate the Service Partner (NDMC) in the implementation and operation of the Project in accordance with the provisions of this Agreement;

5.2 Obligations Relating to Project Agreements

5.2.1 It is expressly agreed that the Service Provider shall, at all times, be responsible and liable for all its obligations under this

Agreement and no default under any agreement shall excuse the Service Provider from its obligations or liability hereunder.

5.3 Employment of Foreign Nationals

The Service Provider acknowledges, agrees and undertakes that employment of foreign personnel by the Service Provider and/or its Contractors and their sub- contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Service Provider and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Service Provider or any of its Contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Service Provider from the performance and discharge of its obligations and liabilities under this Agreement.

5.4 Employment of Trained Personnel

The Service Provider shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. The minimum standards for persons employed in various positions shall be as set forth under **Schedule A** of this Agreement.

ARTICLE 6: OBLIGATIONS OF THE SERVICE PARTNER (NDMC)

6.1 Obligations of the Service Partner (NDMC)

6.1.1 The Service Partner (NDMC) shall, at its own cost and expense, undertake, comply with, and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Service Partner (NDMC) agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

6.1.2.1. upon written request from the Service Provider, and subject to the Service Provider complying with Applicable Laws, provide all reasonable support and assistance to the Service Provider in procuring Applicable Permits required from any Government Instrumentality for implementation of the Project;

6.1.2.2. undertake to coordinate with the concerned authorities and other departments to issue appropriate instructions to the field/nodal officers of these departments for making available required assistance and resources to the Service Provider towards the discharge of its obligations as per this Agreement;

6.1.2.3. not do or omit to do any act, deed or thing which may in any manner be in violation of any of the provisions of this Agreement;

6.1.2.4. support, cooperate with and discharge its obligations to facilitate the Service Provider in performing its obligations in accordance with the provisions of this Agreement; and

6.1.2.5. upon written request from the Service Provider and subject to the provisions of Clause 5.44, provide reasonable assistance to the Service Provider or its Contractors to obtain applicable visas and work permits for the purposes of discharge by the Service Provider or its Contractors their obligations under this Agreement and the Project Agreements.

6.1.2.6. ensure timely payments to the Service Provider in accordance with the provisions of this Agreement

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Service Provider

The Service Provider represents and warrants to the Service Partner (NDMC) that:

- 7.1.1 it is duly organized and validly existing under the laws of India, and has full power to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 7.1.2 it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 7.1.3 it has the financial standing and capacity to undertake the Project and discharge obligations hereunder, in accordance with the terms of this Agreement;
- 7.1.4 this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 7.1.5 it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- 7.1.6 the information furnished in the Bid/RFP document (and including its Corrigendum/Addendum, where applicable) and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- 7.1.7 the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 7.1.8 there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other Service Partner (NDMC), the

outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

7.1.9 it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

7.1.10 it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement; no representation or warranty by it contained herein or in any other document furnished by it to the Service Partner (NDMC) or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty; and

7.1.11 no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Project or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Service Partner (NDMC) in connection therewith.

7.2 Representations and Warranties of the Service Partner (NDMC)

The Service Partner (NDMC) represents and warrants to the Service Provider that:

7.2.1 it has full power to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

7.2.2 it has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;

7.2.3 it has the financial standing and capacity to perform its obligations under the Agreement;

7.2.4 this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

7.2.5 there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;

7.2.6 it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Service Partner (NDMC)'s ability to perform its obligations under this Agreement;

7.2.7 it has complied with Applicable Laws in all material respects;

7.2.8 all information provided by it in the Bid Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

7.2.9 upon the Service Provider submitting the Performance Security and performing the covenants herein, it shall not at any time during the term hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Service Provider, in accordance with this Agreement.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 8: DISCLAIMER

8.1 Disclaimer

8.1.1 The Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has, after a complete and careful examination, made an independent evaluation of the Bid Notice, Scope of the Project, any mentioned Specifications and Standards, local conditions, and all information provided by the Service Partner (NDMC) or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Service Partner (NDMC) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Service Partner (NDMC) in this regard.

8.1.2 The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Service Partner (NDMC) shall not be liable for the same in any manner whatsoever to the Service Provider or any person claiming through or under any of them.

ARTICLE 9: PERFORMANCE SECURITY

9.1 Performance Security

9.3.1 The successful Bidder/selected Service Provider shall be required to submit a Performance Bank Guarantee (PBG) of Rs. 25 lacs (Rupees Twenty Five lakhs only) (Schedule C) as Performance Security to the NDMC within 15 (fifteen) days from the date of issue of Letter of Acceptance. The Service Provider (NDMC) shall not be liable to pay any interest on the Performance Bank Guarantee so made and the same shall be interest free.

9.3.2 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.

9.3.3 Service Provider (NDMC) shall invoke the Performance Bank Guarantee in case the Service Provider fails to discharge their contractual obligations during the Service Provider Agreement period or Service Provider (NDMC) incurs any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms and conditions.

9.4 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 as per agreement alongwith penalties, if any;
- At the end of the 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 Service Partner (NDMC) will get it rectified at the risk and cost of the Service Provider.
- On production of clearance for all applicable dues, if any.

9.5 Appropriation of Performance Security

Upon occurrence of a Service Provider Default during the Term, the Service Partner (NDMC) shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as

Damages/Liquidated Damages for such Service Provider Default. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Service Provider shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Service Partner (NDMC) shall be entitled to terminate this Agreement in accordance with Article 19. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Service Provider Default, and in the event of the Service Provider not curing its default within such Cure Period, the Service Partner (NDMC) shall be entitled to encash and appropriate such Performance Security as Damages/Liquidated Damages, and to terminate this Agreement in accordance with the terms and conditions of this Agreement and specifically defined under Clause 9.

9.3 Release of Performance Security

The Performance Security shall be released within 180 days, post expiry of the Term.

ARTICLE 10: MAINTENANCE OF EQUIPMENT

10.1 Maintenance Obligations of the Service Provider

During the Term, the Service Provider shall Establish, Operate and Maintained CT Scan & MRI Centre at Charak Palika Hospital, Moti Bagh, New Delhi under PPP Model and equipment and provide services with clinical and non-clinical manpower at CT & MRI Scan Centre at Charak Palika Hospital, Moti Bagh in accordance with this Agreement and if required, modify, repair, replace or otherwise make improvements to the Equipment to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Good Industry Practice. The obligations of the Service Provider hereunder shall include:

- 10.1.1 providing round-the-clock response to emergencies/issues arising with respect to the performance of the Equipment, and also as per the Service and Operations & Maintenance Requirements defined in **Schedule B** of this Agreement during normal operating conditions;
- 10.1.2 preparing and submitting to the Service Partner (NDMC), for its review and approval, a Maintenance Plan for the CT & MRI Scan Facilities and Services, for carrying out periodic preventive maintenance and ensuring that the Equipment and Infrastructure remains in good working condition;
- 10.1.3 undertaking routine maintenance to ensure uninterrupted operation of the Equipment;
- 10.1.4 adhering to the guidelines issued by Government of India or Govt. NCT of Delhi/ Service Partner (NDMC) from time to time;
- 10.1.5 recruit and manage all human resources and bear all responsibilities and liabilities (including towards salaries) as per Applicable Law in India;
- 10.1.6 procuring and maintaining adequate inventory of all spares. The Service Provider shall procure only the best quality spares, which would be subjected to periodic inspection by the representatives of the Service Partner (NDMC). For avoidance of doubt, please note that there shall be no payment by the Service Partner (NDMC) for procurement of spares.
- 10.1.7 abiding by the existing policies/ applicable statutory guidelines of the Service Partner (NDMC) and undertake all statutory responsibilities;
- 10.1.8 ensuring that the staff of the Project is adequately trained in relation to the safe handling of Equipment during the Term (also detailed in Article 2);
- 10.1.9 carrying out any up-gradation in relation to the installed and commissioned Equipment and replacement of Defect in any Equipment, if required and as specified in Schedule B of this Agreement, during the Term;
- 10.1.10 maintenance of all communication, control and administrative systems necessary for the efficient functioning and maintenance of the Equipment;

10.1.11 complying with Safety Requirements in accordance with Article 11.

10.2 Damages for Breach

10.2.1 Save and except as otherwise expressly provided in this Agreement including those in Schedule B, in the event that the Service Provider fails to repair or rectify any Defect with respect to the Equipment/Services, it shall be deemed to be in breach of this Agreement and the Service Partner (NDMC) shall be entitled to recover Damages/Liquidated Damages, to be calculated and paid as per **Clause 10 under Schedule B**. Recovery of such Damages shall be without prejudice to the rights of the Service Partner (NDMC) under this Agreement, including the right of Termination thereof. For avoidance of doubt, it is clarified that the provisions of Clause 10.2 shall not be applicable for any Defect expressly specified in Schedule B of this Agreement.

10.2.2 The Service Provider shall pay such Damages/Liquidated Damages forthwith and in the event that it contests such Damages, the Dispute Resolution Procedure shall apply.

10.3 Service Partner (NDMC)'s Right to Take Remedial Measures

10.3.1 In the event the Service Provider does not maintain and/or repair the Equipment in conformity with this Agreement or does not repair or rectify any Defect/Issue with respect to the Equipment /Services, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Inspection Report or a notice in this behalf from the Service Partner (NDMC), the Service Partner (NDMC) shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Service Provider, and to recover the actual cost incurred in remedying the Defect from the Service Provider. In addition to recovery of the aforesaid cost, a sum as calculated per provisions of Clause 10 under Schedule B shall be paid by the Service Provider to the Service Partner (NDMC) as Damages/Liquidated Damages.

10.3.2 The Service Partner (NDMC) shall have the right, and the Service Provider hereby expressly grants to the Service Partner (NDMC) the right to recover the costs and Damages specified in Clause 10.3 directly from the Performance Security.

10.4 Overriding Powers of the Service Partner (NDMC)

10.4.1 If in the reasonable opinion of the Service Partner (NDMC), the Service Provider is in material breach of its obligations under this Agreement and, in particular, the Service and Operations & Maintenance Requirements (Schedule B), and such breach is causing or likely to cause the Equipment and related Services not being available to the Project for use, the Service Partner (NDMC) may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Service Provider to take reasonable measures immediately for rectifying the Defect with respect to the specific Equipment and/or remedy the breach of the obligation, as the case may be.

10.4.2 In the event that the Service Provider, upon notice under Clause 10.4, fails to rectify or remove the Defect in the Equipment within a reasonable period, the Service Partner (NDMC) may exercise overriding powers under this Clause 10.4.2 and take over the performance of any or all the obligations of the Service Provider to the extent deemed necessary by it for rectifying or removing such Defect; provided that the exercise of such overriding powers by the Service Partner (NDMC) shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Service Partner (NDMC) in discharge of its obligations shall be entitled to recover them from the Service Provider in accordance with the provisions of Clause 10.7 along with the Damages/Liquidated Damages specified therein.

10.4.3 In the event of a national emergency, civil commotion or any other act specified in Clause 17.3, the Service Partner (NDMC) may take over the performance of any or all

the obligations of the Service Provider to the extent deemed necessary by it or as directed by the Service Partner (NDMC), and give such directions to the Service Provider as may be deemed necessary; provided that the exercise of such overriding powers by the Service Partner (NDMC) shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Service Partner (NDMC). For the avoidance of doubt, the consequences of such action shall be dealt in accordance with the provisions of Article 17 (Force Majeure).

10.5 Restoration of Loss or Damage to Equipment

Save and except as otherwise expressly provided in this Agreement, in the event that the Equipment or any part thereof suffers any loss or damage during the Term from any cause whatsoever, the Service Provider shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Equipment conforms to the provisions of this Agreement.

10.6 Excuse from Performance of Obligations

The Service Provider shall not be considered in breach of its obligations under this Agreement if any part of the Equipment is not available for use by any of its CT & Scan Facilities on account of any of the following for the duration thereof:

- 10.6.1 an event of Force Majeure;
- 10.6.2 compliance with an official request from the Service Partner (NDMC) or the official directions of any Government Instrumentality

10.7 Advertising on Equipment

The Service Provider shall not display any form of commercial advertising on the Equipment at the CT & MRI Scan Centre during the Term.

10.8 Technology Watch

- 10.8.1 The Service Provider may implement at its own cost, a software technology watch throughout the Term so as to allow the Project to benefit from technical advancement and/or technology upgrades in connection with the Equipment and its Services.
- 10.8.2 In the event that any Party believes that the replacement and/or upgrade of any Equipment or its software is likely to have a positive impact on the quality of the Services or the cost of performing the Services, the Service Provider shall submit either on its own initiative or within 30 days of the Service Partner (NDMC)'s request for the same, a written memorandum justifying the reasons for its actions or proposed actions or otherwise.

ARTICLE 11: SAFETY REQUIREMENTS

11.1 Safety Requirements

11.1.1 The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Premise/Space, deployed staff of Service Provider and Equipment at the Facilities.

11.1.2 The Service Partner (NDMC) reserves the right to appoint an experienced and qualified firm or organization (the “Safety Consultant”) for carrying out safety audit of the Premises/Space, deployed staff of Service Provider and Equipment in accordance with the Safety Requirements, and take all other actions necessary for securing compliance with the Safety Requirements.

11.1.3 In Addition, the Service Provider shall also ensure that all equipment or devices that are being installed or are already functioning adhere to their Manufacturer/OEM specified Equipment or Device Safety Precautions and Guidelines.

11.2 Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Service Provider to the extent such costs and expenses form part of the works and services included in the Scope of the Project, and works and services, if any, not forming part of the Scope of the Project shall be undertaken in accordance with the provisions of Article 10. Costs and expenses on works and services not covered hitherto before and arising out of Safety Requirements shall be borne by the Service Partner (NDMC).

ARTICLE 12: MONITORING OF EQUIPMENT AND SERVICES

12.1 Annual Performance Review

An Annual Performance Review shall be carried out by the Service Partner (NDMC) based upon the feedback from the Officials of Service Partner (NDMC) and Patients for the quality of services at respective facilities. The basis of the performance review for an CT & MRI Scan Centre would be the working condition of equipment (CT & MRI Scan Machine and Associated Equipment, Lifesaving and Monitoring Equipment), availability of Human Resources and patient satisfaction. The report of this Annual Performance Review will be used as a circular of suggestive measures for Service Provider.

During the Term, the Service Provider shall also submit a half-yearly report of clinical audit done by a third party or as nominated by the Service Partner (NDMC).

12.2 Inspection of Services

The Service Partner (NDMC) shall during the Term of this Agreement have a right to organize periodic inspections at any given facility with respect to the Equipment and Services provided by the Service Provider and provide feedback on its performance/condition. The Service Partner (NDMC) shall be entitled to make a report of such inspection (the "Inspection Report") stating in reasonable detail the issues, if any, and send a copy thereof to the Service Provider and/or to related Stakeholders of the Project working with or supporting the Service Partner (NDMC).

12.3 Remedial measures

12.3.1 The Service Provider shall repair or rectify the Defects, if any, as set forth in Schedule B of this Agreement.

12.3.2 In the event that remedial measures are not completed by the Service Provider in conformity with the provisions of this Agreement, the Service Partner (NDMC) shall be entitled to recover Liquidated Damages/Damages from the Service Provider under and in accordance with the provisions of Article 10.22.

ARTICLE 13: PERIODICITY AND METHODOLOGY OF PAYMENT**13.0 Payments:**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

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

13.7 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.

13.8 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.

13.9 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.

13.10 The Service Provider hereby acknowledges and agrees that it is not entitled to any revision of the Payment Terms or other relief from the Service Partner (NDMC) except in accordance with the express provisions of this Agreement.

13.11 Penalty due to non-conformance to the Service and Operations & Maintenance Requirements.

13.11.1 The Service Partner (NDMC) would be entitled to deduct amount due to the Service Provider of the Term of this Agreement, as per Schedule B, if the Service Provider fails to meet, the Service and Operations & Maintenance Requirements set out in this Agreement (with performance specific parameters under Schedule B).

ARTICLE 14: REPLACEMENT OF FAULTY OR WORN-OUT EQUIPMENTS

- 14.1 Without prejudice to the Service Provider's obligation to remedy and remove Defects with respect to the Equipment under this Agreement, the Service Provider shall be obliged to replace any and all Equipment(s) which get worn out and need to be replaced during the Term, at its own expense.
- 14.2 In the event that the Service Provider fails to replace the worn out Equipment, it shall be deemed to be in breach of this Agreement and the Service Partner (NDMC) shall be entitled to recover Damages, to be calculated and paid as per **Article 10.2**. Recovery of such Damages shall be without prejudice to the rights of the Service Partner (NDMC) under this Agreement, including the right of Termination thereof.
- 14.3 The Service Provider shall pay such Damages forthwith and in the event it contests such Damages, the Dispute Resolution Procedure shall apply.

ARTICLE 15: INSURANCE

15.1 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.

15.2 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 1922 & 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.

15.3 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.

15.4 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.

15.5 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 conditions imposed by the insurance policies affected in accordance with this Agreement.

15.6 Notice to the Service Partner (NDMC)

Not later than 30 (thirty) days prior to commencement of the Term, the Service Provider shall by notice, if requested by the Service Partner (NDMC), furnish to the Service Partner (NDMC), in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 15. Within 15 (fifteen) days of receipt of such notice, the Service Partner (NDMC) may require the Service Provider to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

15.7 Remedy for Failure to Insure

If the Service Provider shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Service Partner (NDMC) shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Service Provider, or in the event of computation of any payments made at the time of termination, treat an amount equal to the Insurance Cover as deemed to have been received by the Service Provider.

15.8 Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Service Provider pursuant to this Article 15 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Service Partner (NDMC), and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

15.9 Service Provider's Waiver

The Service Provider hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Service Partner (NDMC) and its assign Undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Service Provider may otherwise have or acquire in or from or in any way connected with any loss, liability

or obligation covered by policies of insurance maintained or required to be maintained by the Service Provider pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

15.10 Application of Insurance Proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Service Provider and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Equipment at the Locations detailed in Annexure-I.

ARTICLE 16: ACCOUNTS AND AUDIT

16.1 Audited Accounts

- 16.1.1 The Service Provider shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits with respect the Services provided under this Agreement.
- 16.1.2 The Service Partner (NDMC) shall have the right to inspect the records of the Service Provider during office hours and request for copies of relevant extracts of books of accounts as per Applicable Laws.
- 16.1.3 All receipts shall be subjected to a regular Internal Audit and third party annual audit and the audit report submitted as part of annual work report of the Service Provider for that CT & MRI Scan Centre. The Annual Audit will be carried by a Committee formed by the Service Partner (NDMC) consisting of members from Finance, Procurement and a Radiologist. The Service Provider will be asked to explain the deficiencies and if the reply is not satisfactory the Service Provider may be penalized for the deficiencies. The amount of penalty will be decided by the Committee within the scope of the terms and conditions of the Contract Agreement/RFP which will not exceed the Performance Guarantee amount.
- 16.1.4 In case the Service Partner (NDMC) discovers that any overpayment has been made to the Service Provider, the Service Partner (NDMC) shall be entitled to seek adjustment/reimbursement of such overpayments from the Monthly Fee/Payment due for the next month in which audit or inspection was conducted.

ARTICLE 17: FORCE MAJEURE

17.1 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').

17.2 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).

17.3 **Notification procedure for Force Majeure**

17.3.1 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.

17.3.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof 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.

17.4 Allocation of costs arising out of Force Majeure

17.4.1 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.

17.4.2 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.

17.5 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.

17.6 **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 losses 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.

ARTICLE 18: SUSPENSION OF SERVICE PROVIDER RIGHTS

18.1 Suspension upon Service Provider Default

- 18.1.1 Upon occurrence of a Service Provider Default, the Service Partner (NDMC) shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Service Provider under this Agreement including the Service Provider's right to receive Monthly Fee/Payment for a specified period, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Service Partner (NDMC) to the Service Provider and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice; provided that upon written request from the Service Provider and the Lenders' Representative, the Service Partner (NDMC) shall extend the aforesaid period of 90 (ninety) days by a further period not exceeding 60 (sixty) days.

18.2 Service Partner (NDMC) to Act on Behalf of the Service Provider

- 18.2.1 During the period of Suspension, the Service Partner (NDMC) shall not be obliged to pay any Monthly Fee/Payment to the Service Provider.
- 18.2.2 During the period of Suspension hereunder, all things done or actions taken, including expenditure incurred by the Service Partner (NDMC) for discharging the obligations of the Service Provider under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Service Provider and the Service Provider undertakes to indemnify the Service Partner (NDMC) for all costs incurred during such period.

18.3 Revocation of Suspension for Service Restoration

- 18.3.1 In the event that the Service Partner (NDMC) shall have rectified or removed the cause of Suspension within a period not exceeding 45 (forty five) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Service Provider under this Agreement.
- 18.3.2 Upon the Service Provider having cured the Service Provider Default within a period not exceeding 45 (forty five) days from the date of Suspension, the Service Partner (NDMC) shall revoke the Suspension forthwith and restore all rights of the Service Provider under this Agreement.

18.4 Revocation of Suspension for Termination

- 18.4.1 At any time during the period of Suspension under this Article 18, the Service Provider may by notice require the Service Partner (NDMC) to revoke the Suspension and elect to issue a Termination Notice. The Service Partner (NDMC) shall within 15 (fifteen) days of receipt of such Termination Notice, terminate this Agreement in accordance with Article 19.
- 18.4.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 90 (ninety) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 18.1, the Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Service Partner (NDMC) upon occurrence of a Service Provider Default.

ARTICLE 19: TERMINATION

19 EVENTS OF DEFAULT AND TERMINATION OF CONTRACT

19.1 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 19.2;

- (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.

19.2 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;

19.3 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.

19.3.1 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.

19.3.2 If NDMC decides to terminate this Agreement pursuant to preceding Clause 19.3 and sub-clause 19.3.1, 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.

19.3.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 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.

19.8 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 Section 19.

- 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 Service Partner (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 Service

Partner (NDMC) and Service Partner (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 Service Partner (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 Service Partner (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 Service Partner (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.

19.9 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.

19.10 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 Service Partner (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 Service Partner (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.

19.11 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and

remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations

ARTICLE 20: SERVICE CONTINUITY REQUIREMENTS

20.1 Service Continuity

Notwithstanding Article 19, upon Termination, the Service Provider shall comply with and conform to the following:

- 20.1.1 submit to the Service Partner (NDMC), a plan outlining the handover procedures, training of Service Partner (NDMC) staff and plan for management of human resources (the “**Service Continuity Plan**”); and
- 20.1.2 the Service Provider shall continue discharge of obligations for a period of 90 (ninety) days from the date of Termination of this Agreement (the “**Service Continuity**”);

ARTICLE 21: DEFECTS LIABILITY AND ASSIGNMENT

21.1 Liability for Defects

21.1.1 The Service Provider shall be responsible for remedying and removing all Defects with respect to the Equipment during the Term and for a period of 90 (ninety) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all Defects arising during the Term or observed by the Service Partner (NDMC) in the Equipment during the aforesaid period. In the event that the Service Provider fails to repair or rectify such a Defect within a period of 15 (fifteen) days from the date of notice issued by the Service Partner (NDMC) in this regard, the Service Partner (NDMC) shall be entitled to get the same repaired or rectified at the Service Provider's risk and cost so as to make the Equipment conform to the Maintenance Requirements. All costs incurred by the Service Partner (NDMC) hereunder shall be reimbursed by the Service Provider to the Service Partner (NDMC) within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Service Partner (NDMC) shall be entitled to recover the same from the Performance Security.

21.2 Assignment and Charges

21.2.1 Restrictions on Assignment and Charges

21.2.1.1. This Agreement shall not be assigned by the Service Provider to any person, save and except with the prior consent in writing of the Service Partner (NDMC), which consent the Service Partner (NDMC) shall be entitled to decline without assigning any reason.

21.2.1.2. The Service Provider shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Service Provider is a party except with prior consent in writing of the Service Partner (NDMC), which consent the Service Partner (NDMC) shall be entitled to decline without assigning any reason.

21.2.1.3. The Service Provider shall not mortgage/pledge/hypothecate any Equipment except with prior consent in writing of the Service Partner (NDMC), which consent the Service Partner (NDMC) shall be entitled to decline without assigning any reason.

21.2.2 Assignment by the Service Partner (NDMC)

Notwithstanding anything to the contrary contained in this Agreement, the Service Partner (NDMC) may, after giving 60 (sixty) days' notice to the Service Provider, assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the Service Partner (NDMC), capable of fulfilling all of the Service Partner (NDMC)'s then outstanding obligations under this Agreement.

RTICLE 22: INDEMNITY

22.1 General Indemnity

22.1.1. The Service Provider will indemnify, defend, save and hold harmless the Service Partner (NDMC) and its officers, servants, agents, Service Partner (NDMC) Instrumentalities and Service Partner (NDMC) owned and/or controlled entities/enterprises, including the Service Partner (NDMC) (“the Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related agreement or on account of any Defect in the provision of services by the Service Provider, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Indemnified Persons.

22.1.2 The Service Partner (NDMC) will indemnify, defend, save and hold harmless the Service Provider against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of breach by the Service Partner (NDMC) of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Service Provider of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Service Provider, its subsidiaries, affiliates, Contractors, servants or agents, the same shall be the liability of the Service Provider.

22.2 Indemnity by the Service Provider

22.2.1 Without limiting the generality of Clause 22.1, the Service Provider shall fully indemnify, hold harmless and defend the Service Partner (NDMC) and the Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

22.2.1.1. failure of the Service Provider to comply with Applicable Laws and Applicable Permits;

22.2.1.2. payment of taxes required to be made by the Service Provider in respect of the income or other taxes of the Service Provider’s Contractors and representatives; or

22.2.1.3. non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of

its Contractors which are payable by the Service Provider or any of its Contractors.

22.2.2 Without limiting the generality of the provisions of this Article 22, the Service Provider shall fully indemnify, hold harmless and defend the Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Service Provider or its Contractors in performing the Service Provider's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Equipment, or use of any part thereof, is held to constitute an infringement of any third party's intellectual property rights and its use is permanently enjoined, the Service Provider shall promptly make every reasonable effort to secure for the Service Partner (NDMC) a licence, at no cost to the Service Partner (NDMC), authorising continued use of the Equipment. If the Service Provider is unable to secure such licence within a reasonable time, the Service Provider shall, at its own expense, either replace the impacted Equipment thereof with non-infringing Equipment, or modify the same so that it no longer infringes the said intellectual property rights.

22.3 Notice and Contest of Claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 22 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

22.4 Defence of Claims

22.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and

reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 22, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

22.4.2 If the Indemnifying Party has exercised its rights under Clause 22.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

22.4.3 If the Indemnifying Party exercises its rights under Clause 22.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

22.4.3.1. the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

22.4.3.2. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

22.4.3.3. the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

22.4.3.4. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

- (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses 22.4.3.2, 22.4.3.3 and 22.4.3.4 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

22.5 No Consequential Claims

Notwithstanding anything to the contrary contained in this Article 22, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

22.6 Survival on Termination

The provisions of this Article 22 shall survive Termination.

ARTICLE 23: ACCESS RIGHTS OF SERVICE PROVIDER

23.1 License Rights

23.1.1 For the purpose of this Agreement and the covenants and warranties on the part of the Service Provider herein contained, the Service Partner (NDMC), in accordance with the terms and conditions set forth herein, hereby grants to the Service Provider, commencing from the Appointed Date, a “contractually required and need based” licence to access the premises allocated for setting of CT & MRI Centre (the “Licensed Premises”) to submit required CT & MRI Scan documentation/images at the said Licensed Premises, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Term and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

23.1.2 It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Service Partner (NDMC) to terminate the Agreement, upon the Termination of this Agreement for any reason whatsoever.

23.1.3 The Service Provider hereby irrevocably appoints the Service Partner (NDMC) (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Service Provider a transfer or surrender of the License granted hereunder at any time after the Term has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Service Partner (NDMC), and the Service Provider consents to it being registered for this purpose.

23.2 Restriction on Sub-licensing

The Service Provider shall not sublicense its rights hereunder, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Service Provider to appoint Contractors for the performance of its obligations hereunder including for maintenance of all or any part of the Equipment.

ARTICLE 24: DISPUTE RESOLUTION

24.1 Dispute Resolution

24.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 24.2

24.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

24.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Service Partner (NDMC) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Service Partner (NDMC), either Party may require such Dispute to be referred to the Service Partner (NDMC) and the Chairman of the Service Provider for amicable settlement or person(s) appointed by him and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 24.3

24.3 Arbitration

24.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 24.2, shall be finally decided by reference to arbitration in accordance with Clause 24.3.2. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India and the rules there under. The venue of such arbitration shall be New Delhi/Delhi and the language of arbitration proceedings shall be English.

24.3.2 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 a written notice/demand of appointment of Arbitrator from either party to the Agreement.

24.3.3 The Arbitrator shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 24

shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Service Partner (NDMC) agree and undertake to carry out such Award without delay.

- 24.3.4 The Service Provider and the Service Partner (NDMC) agree that an Award may be enforced against the Service Provider and/or the Service Partner (NDMC), as the case may be, and their respective assets wherever situated.
- 24.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

ARTICLE 25: MISCELLANEOUS

25.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 25.3, the courts at Lucknow, Uttar Pradesh shall have jurisdiction over matters arising out of or relating to this Agreement.

25.2 Waiver of Immunity

Each Party unconditionally and irrevocably:

- 25.2.1 agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- 25.2.2 agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- 25.2.3 waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- 25.2.4 consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

25.3 Depreciation

For the purposes of depreciation under the Applicable Laws, the Equipment representing the capital investment made by the Service Provider in the Project shall be owned by the Service Provider. For the avoidance of doubt, the Service Partner (NDMC) shall not in any manner be liable in respect of any claims for depreciation to be made by the Service Provider under the Applicable Laws.

25.4 Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 45 (forty five) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, save and except otherwise expressly provided in this Agreement, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 1% (one per cent) per month of delay, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

25.5 Waiver

25.5.1 Waiver, including partial or conditional 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 :-

- 25.5.1.1. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- 25.5.1.2. shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- 25.5.1.3. shall not affect the validity or enforceability of this Agreement in any manner.

25.5.2 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 thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

25.6 Liability for Review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- 25.6.1 no review, comment or approval by the Service Partner (NDMC) of any Project Agreement, Document, Design or Drawing submitted by the Service Provider nor any observation or inspection of the operation or maintenance of the Equipment nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Service Provider from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- 25.6.2 the Service Partner (NDMC) shall not be liable to the Service Provider by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

25.7 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

25.8 Survival

Termination shall:

- 25.8.1 not relieve the Service Provider or the Service Partner (NDMC) as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

25.8.2 except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

25.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

25.10 Severability

If for any reason whatever, 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 will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

25.11 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Service Partner (NDMC) to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

25.12 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

25.13 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- 25.14.1 in the case of the Service Provider, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Service Provider may from time to time designate by notice to the Service Partner (NDMC); provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Service Provider may from time to time designate by notice to the Service Partner (NDMC);
- 25.14.2 in the case of the Service Partner (NDMC), be given by facsimile and by letter delivered by hand and be addressed to the Service Partner (NDMC) with a copy delivered to the Service Partner (NDMC) Representative or such other person as the Service Partner (NDMC) may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in Delhi it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- 25.14.3 any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

25.15 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

25.16 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED

SIGNED, SEALED AND
DELIVERED

For and on behalf of SERVICE PARTNER (NDMC) For and on behalf of SERVICE PROVIDER by:

Signature)
(Name)
(Designation)

Signature)
(Name)
(Designation)

In the presence of

- 1.
- 2.

SCHEDULE A: KEY PERSONNEL OF SERVICE PROVIDER

- 1) The human resources including radiologist, radiographer / technologist and staff nurses for the CT & MRI Scan Centre shall be the sole responsibility of the Service Provider. Service Provider shall provide the signed report from qualified Radiologist with qualification as stated below. Service Provider shall deploy adequately trained Radiologists, Radiographers and Paramedical staff to run the CT & MRI Scan Centre. The Service Provider should ensure that an Anaesthetist is available on an on-call basis at each Centre, in case any need arises
- 2) The staffing qualification and experience should be in line with the Clinical Establishment Act Standards for Medical Imaging Services.
- 3) The Service Provider should have at least one Radiographer/Technologist, one Staff Nurse and One Receptionist/Helper at the Centre during working hours.

SCHEDULE B: SERVICE AND OPERATIONS & MANAGEMENT REQUIREMENTS

- 1) Scanner Procurement and Specifications
 - a) The Service Provider shall make complete arrangements to make the CT & MRI Scan Centre operational before commencement of operations.
 - b) The CT & MRI scanner shall qualify specifications as laid out for an CT & MRI scanners as per Annexure III & IV of the Contract Agreement.
 - c) The Service Provider shall be responsible for **Procuring, installing, commissioning and maintaining State-of-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 as per the detailed technical specifications attached as Annexure III & IV.** Service Provider would furnish a declaration that new CT & MRI scanners will be installed.
 - d) Service Provider shall submit a certificate from the original equipment manufacturer (OEM) that the equipment and accessories to be supplied by OEM shall be original and brand new (For MRI enclosed as Annexure IV and for CT Scan enclosed as Annexure III). Service Provider should also enclose 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.
 - e) 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.
 - f) 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. After three months of penalty period, the Performance Security will be forfeited in favour of Public Partner. In such case of termination of the Agreement, without prejudice to any other right or remedy of the NDMC, including forfeiture and appropriation of the Performance Security, NDMC shall not be liable in any manner whatsoever to the Service Provider.
- 2) **Software up-gradation, technology up-gradation:** The CT & MRI Scan machines shall be suitably upgraded by the Service Provider under the following conditions:
 - a. Review by a board appointed by Service Partner (NDMC) upon assessing the need for a software up-gradation. Such reviews should not be made

in less than one year but should be made midway of the contract and before renewal of the contract.

- b. If the Service Provider understands the requirement of the technology up-gradation in the best interest of the contract, then the Service Provider can request for such technology up-gradation from the Service Partner (NDMC) and execute the up-gradation of the technology at its cost and based upon mutual consent.
 - c. Upon declaration of any national or international guideline accepted by the Government prohibiting the use of earlier (currently installed) technology.
- 4) The Service Provider shall provide round the clock security services for the CT & MRI Scan Centre at its own cost for the entire period of contract.
 - 5) The Service Provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the Charak Palika Hospital, Moti Bagh at its own cost. The software should seamlessly interface with the MIS of the Charak Palika Hospital for transmission and review of CT & MRI scan.
 - 6) The Service Provider shall provide the following:
 - Soft copy of images and report-one each to patient and Charak Palika Hospital. Hard copy of report-each to patient and Charak Palika Hospital.
 - 7) Service Provider shall handover the soft copy of the images for Medico Legal Cases (MLC) cases to the Service Partner (NDMC) as per the agreement with the State. Legal responsibility of correct reporting of images lies with the Service Provider.
 - 8) Service Provider shall ensure best quality of tests and protocols and shall submit a half-yearly report of clinical audit done by a third party or as nominated by the Service Partner (NDMC).
 - 9) An Annual Performance Review shall be carried out by the Service Partner (NDMC) based upon the feedback from CMO and patients, for the quality of services at the respective facilities. The basis of the performance review for an CT & MRI Scan Centre would be the working condition of equipment (CT & MRI Scan Machine and Associated Equipment, Lifesaving and Monitoring Equipment), availability of Human Resources and patient satisfaction. The report of this Annual Performance Review will be used as a circular of suggestive measures for Service Provider.

10) The Service Provider will have to maintain an uptime of 335 days in a year with maximum 12 days of downtime at a stretch and a total of 30 days in a year. The penalty would be levied basis the following two parameters a) Downtime and b) Turn Around Time (TAT)

a) **Downtime Penalty:** The provider shall pay a sum equivalent to contracted cost per CT & MRI Scan(MRI Head without Contrast) multiplied by the total number of MRI Scans done per day during the previous month multiplied by the number of downtime days as penalty in the following cases:

If the machine is down for more than 30 days in a year, for each additional day of CT & MRI Scanners not in operation.

In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional day beyond 72 hours of CT & MRI Scanners not in operation.

If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.

b) TAT Penalty:

50% penalty will be deducted from the next month's payment for cases where TAT was beyond specified limits.

On a case by case basis, in order to address delays in submission of reports due to internet connectivity issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month.

TAT is calculated from the time a patient is registered at the CT & MRI Scan Centre to the time when the CT & MRI report is finally uploaded on the system.

Maximum TAT for all cases declared as urgent by the Central Medical Superintendent is 4 (four) hours. For all routine scans from 8:00 AM to 6:0 PM, the report shall be submitted before 10:00 AM on the following day

11) The NDMC Employee/retired employee and General Public shall not pay the Service Provider any charges for any repeat tests resulting out of imaging errors. In case there is a requirement for Contrast MRI after Plain CT & MRI Scan has been performed, and this requirement has been confirmed by the Radiology Department at the Charak Palika Hospital, then the Contrast CT & MRI Scan shall be counted as a separate scan.

12) The following records shall be maintained on a daily basis by the Service Provider:

Daily patients register, recording details of patients' visits (patient name, address, contact number, in-time, services needed and waiting time) for outside patients as well as for patients referred by District

Hospitals to be maintained. This logbook can be referred by Service Partner (NDMC) to audit the operations and investigate disputes, if any.

Daily report delivered register of referred patients for CMS verification. Log book for record of any breakdown/shut down of the machine/facility.

- 13) The Service Provider may refer the test to another Centre in case of a breakdown/shutdown ensuring all other conditions pertaining to services, reports, records, patient transport and safety of processes and procedures in the referred Centre are ensured.
- 14) The Service Provider shall take a third-party insurance policy to cover the patients sent by the District Hospitals against any mishap, inside the CT & MRI Scan Centre and for any consequence(s) arising due to reporting error. Conforming to the provision of the Consumer Protection Act shall be the sole and absolute responsibility/liability of the Service Provider.
- 15) The Service Provider shall 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 shall not be held responsible for any lapse/liability in this regard in any manner. The Service Provider shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Service Provider for providing the services, biomedical waste management, bio-safety, occupational and environmental safety.
- 16) The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

SCHEDULE C: FORMAT OF PERFORMANCE SECURITY

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 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)

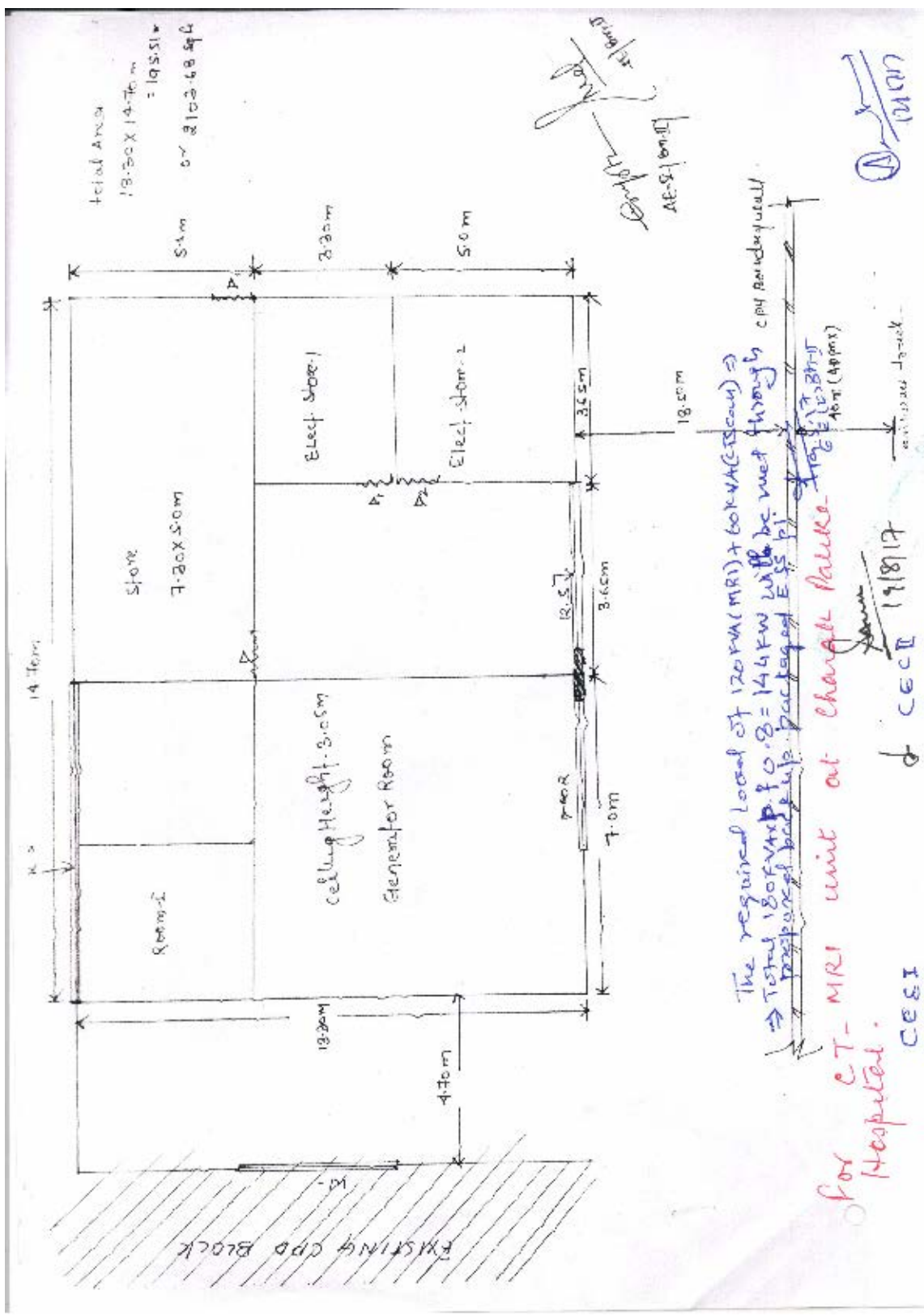
Signature and Designation

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 I



ANNEXURE II

The Service Provider shall be 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 labeling 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.

ANNEXURE -IV

**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, Single 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.

ANNEXURE -V(A)**Manufacturers Authorization Letter**

MANUFACTURER'S AUTHORISATION LETTER (To be submitted by authorized agent on the letterhead of the Manufacturing Company)

To,

**The Director (MS),
Charak Palika Hospital,
Moti Bagh,
New Delhi-110021.**

Ref. Your Bid document No.-----, dated-----

Dear Sirs,

We, M/S are the original manufacturers of State of the Art 1.5 Tesla Super Conducting Magnetic Resonance Imaging System (MR) Scanners. We hereby confirm that M/Shaving offices at.....are our authorized Dealer/Agent for sale and service of the MRI Scanners being manufactured by us. We certify thathas purchased a new State of the Art 1.5 Tesla Super Conducting Magnetic Resonance Imaging System (MR) Scanner from us as per the specification given in the RFP. We hereby certify that our Dealer/Agent has experienced service personnel to provide maintenance services for the MRI Scans. We also agree to provide the spares for these equipment for 10 years from the supply of the MRI Scan systems.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs

[Name & Address of the Manufacturers]

Note:

1. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by authorized person on behalf of the Manufacturer Firm.

2. Original letter shall be attached to the Agreement.

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

ANNEXURE – V(B)**Manufacturers Authorization Letter**

MANUFACTURER'S AUTHORISATION LETTER (To be submitted by authorized agent on the letterhead of the Manufacturing Company)

To,

**The Director (MS),
Charak Palika Hospital,
Moti Bagh,
New Delhi-110021.**

Ref. Your Bid document No.-----, dated-----

Dear Sirs,

We, M/S are the manufacturers of New State of the Art 16 Slice "All Purpose" C.T. Scanners having factory atand hereby confirm that M/Shaving offices at.....are our authorized agents for sale and service of the MRI Scanners being manufactured by us. We hereby certify that our agents have experienced service personnel to provide maintenance services for the MRI Scans. We also agree to provide the spares for these equipment for 10 years from the supply of the MRI Scan systems.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs

[Name & Address of the Manufacturers]

Note:

1. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a top executive of the manufacturing firm.

2. Original letter shall be attached to the Bid.

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

