

कार्यालय बस्तर जिला शहरी सार्वजनिक सर्विस सोसायटी,
नगरपालिक निगम जगदलपुर, जिला बस्तर (छ.ग.)

Website – www.nagarnigamjagdalpur.in Email – urbanbastar@gmail.com

RFP NOTICE

क्रमांक / 2548 / ब0जि0श0सा0सो / सीडीसी-एसडीडी / 2021 जगदलपुर, दिनांक 20.09.2021
बस्तर जिला शहरी सार्वजनिक सोसायटी, जगदलपुर द्वारा सिटी डायग्नोस्टिक सेंटर निम्नानुसार निविदा आमंत्रित किया जाता है:-

S.T.No	कार्य का विवरण	अमानत राशि	ऑन लाईन निविदा की अंतिम तिथि
83563	Request for proposal for selection of service provider for operation & maintenance of diagnostic centers under city diagnostic centre scheme in jagdalpur, bastar (IInd Call)	Rs. 10.00 Lakh	05.10.2021 Time 05.30PM
83564	Request for proposal from organizations for Establishment of fair price outlets for medicines, Consumables etc at selected shops at jagdalpur city (IInd Call)	Rs.02.00 Lakh	11.10.2021 Time 05.30PM
83563 83565	Request for proposal from organizations for Establishment of fair price outlets for medicines, Consumables etc at selected shops at Bastar city	Rs.01.00 Lakh	11.10.2021 Time 05.30PM

निविदा प्रपत्र पर ऑनलाइन वेबसाईट (Main Protal: <http://eproc.cgstate.gov.in>) पर उपरोक्त तिथि एवं समय तक देखे/क्य एवं निविदा की कार्यवाही किये जा सकते हैं। अन्य विवरण एवं विस्तृत निविदा विवरण उपरोक्त वेबसाईट एवं निगम के वेबसाईट www.nagarnigamjagdalpur.in एवं नगरीय प्रशासन एवं विकास विभाग के वेबसाईट <http://uad.cg.gov.in> में भी देखी जा सकती है।

सचिव

बस्तर जिला शहरी सार्वजनिक सर्विस सोसायटी
नगरपालिक निगम जगदलपुर

पृ० क्रमांक / 2549 / ब0जि0श0सा0सो / सीडीसी-एसडीडी / 2021 जगदलपुर, दिनांक 20.09.2021
प्रतिलिपि:-

1. सचिव, छ.ग.शासन, नगरीय प्रशासन एवं विकास विभाग, मंत्रालय, नवा रायपुर अटल नगर की ओर सादर सूचनार्थ।
2. मुख्य कार्यपालन अधिकारी, राज्य शहरी विकास अभिकरण छत्तीसगढ़, नवा रायपुर अटल नगर, जिला रायपुर की ओर सादर सूचनार्थ।
3. मान.महापौर, नगरपालिक निगम जगदलपुर की ओर सादर सूचनार्थ
4. मान. अध्यक्ष (स्पीकर), नगरपालिक निगम जगदलपुर की ओर सादर सूचनार्थ।
5. कलेक्टर, जिला-बस्तर, जगदलपुर एवं अध्यक्ष, बस्तर शहरी सार्वजनिक सर्विस सोसायटी, जगदलपुर की ओर सादर सूचनार्थ।
6. मान० सभापति, आवास पर्यावरण एवं लोक निर्माण विभाग समिति, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
7. नेता प्रतिपक्ष, नगरपालिक निगम, जगदलपुर की ओर सादर सूचनार्थ।
8. मुख्य नगरपालिका अधिकारी, नगर पंचायत बस्तर की ओर सूचनार्थ अपग्रेषित।
9. प्रोग्रामर डाटा सेंटर, संचालनालय नगरीय प्रशासन एवं विकास छ.ग., नया रायपुर की ओर संचालनालय के वेबसाईट में अपलोड कर हेतु अपग्रेषित।
10. सम्पादक/संवाददाता हरिभूमि/परिका समाचार पत्र रायपुर/जगदलपुर। आपके समाचार पत्र में दिनांक 24/9/21 के अंक में एक बार 02 कॉलम 08 सेमी साईज में एक बार प्रकाशित करवायी जाकर प्रकाशित समाचार की तीन-तीन प्रतियों सहित देयक भुगतान हेतु प्रस्तुत करें।
11. श्री सुमित महापात्र, जनसंपर्क, नगरपालिक निगम जगदलपुर की ओर शासन के निर्देशानुसार दैनिक समाचार पत्र में प्रकाशित किये जाने हेतु तीन-तीन प्रतियों में प्रेषित है। समाचार पत्र में प्रकाशन उपरांत प्रकाशित समाचार पत्र की दो-दो प्रति कार्यालय में प्रस्तुत करेंगे।

सचिव

बस्तर जिला शहरी सार्वजनिक सर्विस सोसायटी
नगरपालिक निगम जगदलपुर

8500
23/09/21

**BASTAR JILA URBAN PUBLIC SERVICE
SOCIETY
NODAL OFFICE MUNICIPAL CORPORATION , JAGDALPUR
Distt- Bastar, Chhattisgarh**

REQUEST FOR PROPOSAL

FOR

SELECTION OF BIDDER FOR DEVELOPMENT,
OPERATION & MAINTENANCE OF DIAGNOSTIC CENTRES under City
Diagnostic centre scheme in Jagdalpur, Bastar

RFP Number: 83563 (IInd Call)

Dated: 20-09-2021

Issued by -

Secretary

Bastar Jila Urban Public Service Society
NODAL OFFICE MUNICIPAL CORPORATION , JAGDALPUR
Distt- Bastar Chhattisgarh, PIN- 494001
email ID - urbanbastar@gmail.com

**BASTAR JILA URBAN PUBLIC SERVICE SOCIETY
NODAL OFFICE MUNICIPAL CORPORATION , JAGDALPUR
Distt- Bastar Chhattisgarh**

No. 07/BJUPSS/CDC/RFP/2021-22

Dated 20-09-2021

NOTICE INVITING RFP (IInd Call)

COMPETITIVE BIDDING THROUGH e-Procurement

The Secretary Bastar Jila Urban Public Service society (“Secretary Bastar Jila Urban Public Service society”) invites RFPs (Bid for technical and financial capacity) from intending bidders in conformity with the detailed RFP notice to be eventually drawn up into a contract for the execution of work as detailed below:

01. **Project :-** (i) Install, operate and maintain 01 (one) Diagnostic Centre cum Radiology centre, **Old Bus Stand, Commercial Complex, Infront of City Kotwali, Jagdalpur** collection centre and in conformity with the project information memorandum as specified in the Request for Proposal.

02. **Eligibility criteria :-** As given in the detail in the RFP available on The Secretary Bastar Jila Urban Public Service society’s e-procurement website.

03. **Bid security & Bid Processing fees :-** The Bid must be accompanied by Bid Security of INR 10,00,000.00 (Indian Rupees ten lakhs) in shape of TDR/FDR from any nationalized bank in favour of Secretary, Bastar Jila Urban Public Service Society, Jagdalpur Distt. Bastar (CG) and Not refundable bid processing fee of INR 10,000.00 (Indian Rupees ten thousand) in shape of Demand Draft from any nationalized bank in favour of Secretary, Bastar Jila Urban Public Service Society, Jagdalpur Distt. Bastar (CG) payable at Jagdalpur to be submitted as specified in the RFP.

04. **Agreement period :-** 15 (Fifteen) years.

05. The Bidder must possess compatible Digital Signature Certificate (“DSC”) for the purpose of signing the electronic documents required to be submitted to Secretary Bastar Jila Urban Public Service society .

06. Unless extended by The Secretary Bastar Jila Urban Public Service society , the Bid shall be submitted on or before the Bid Due Date, in the manner and form as detailed in this tender document. Bids submitted by either facsimile transmission or telex will not be acceptable.

07. The Secretary Bastar Jila Urban Public Service society reserves the right to reject any or all the bids without assigning any reason thereof.

08. Any clarifications/irregularities/incorrect information in relation to this RFP shall be dealt with at the Pre Bid Meeting.

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to bidder(s) ("Bidders"), whether verbally or in documentary or any other form by or on behalf of The Secretary Bastar Jila Urban Public Service society or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

The The Secretary Bastar Jila Urban Public Service society also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Secretary Bastar Jila Urban Public Service society may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that The Secretary Bastar Jila Urban Public Service society is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and The Secretary Bastar Jila Urban Public Service society reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

BASTAR JILA URBAN PUBLIC SERVICE SOCIETY

**e-Service centre, Collectorate Premises, Jagdalpur
Distt- Bastar Chhattisgarh**

1. INTRODUCTION

1.1 Overview -

1.1.1. The Urban Public Service society known as Bastar Jila Urban Public Service Society (“The Secretary Bastar Jila Urban Public Service society”) owns, operates and manages several citizen centric services and utilities in Bastar Jila Urban agglomeration. In order to provide affordable and full scale Diagnostic Services to the citizens of Bastar Jila Urban Agglomeration, The Secretary Bastar Jila Urban Public Service society proposes one integrated Diagnostic (pathology) Centre, Radiology Centre; and (collectively referred to as “Project Centres”) at select City Diagnostic centre.

1.1.2. As part of this endeavour, The Secretary Bastar Jila Urban Public Service society has decided to carry out the Bidding Process for selection of a private entity as the Bidder to whom the Project may be awarded. A total of one project centre have been identified by The Secretary Bastar Jila Urban Public Service society for the purpose of implementation of the Project. The detailed description of the Project is provided in the Project Information Memorandum (the “PIM”)

1.1.3. The selected bidder (“Selected Bidder”), who is either a company incorporated under the Companies Act, 1956 or Companies Act, 2013 or a society incorporated under the Societies Registration Act or a public trust or a partnership/limited liability partnership firm or a charitable company or a hospital registered under the relevant State/Central Act or intends to incorporate as such prior to execution of the Agreement shall be responsible for development, financing, procurement, installation, operation and maintenance of Project Centres forming part of the Project under and in accordance with the provisions of Agreement to be entered into between the Selected Bidder and The Secretary Bastar Jila Urban Public Service society in the form to be provided by The Secretary Bastar Jila Urban Public Service society during the Bidding Process (“Agreement”).The copy of the Agreement shall be provided by The Secretary Bastar Jila Urban Public Service society pursuant to this RFP.

1.1.4. The scope of work will entail development, procurement of equipment and other items, installation, commissioning and operation and maintenance of such facilities, as applicable at

the Project Centres. The detailed description of the scope of work is provided in the PIM in Appendix 2.

1.1.5. The estimated total cost of the Project is **INR 10,00,00,000.00 (Indian Rupees ten crores)** (the “Estimated Total Project Cost”).

1.1.6. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder set forth in the Agreement or the Secretary Bastar Jila Urban Public Service society’s rights to amend, alter, change, supplement or clarify the scope of work, the Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Secretary Bastar Jila Urban Public Service society .

1.1.7. The Secretary Bastar Jila Urban Public Service society shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Secretary Bastar Jila Urban Public Service society pursuant to this RFP, as modified, altered, amended and clarified from time to time by The Secretary Bastar Jila Urban Public Service society (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

1.1.8. The Bidding Documents include a PIM providing details of the Project. The aforesaid documents and any addenda issued subsequent to this RFP document will be deemed to form part of the Bidding Documents.

1.2. Description of Bidding Process –

1.2.1. The Secretary Bastar Jila Urban Public Service society has adopted a “Single Stage” QCBS (Quality and cost based selection) bidding process (collectively referred to as the “Bidding Process”) for selection of Bidder for award of the Project. Bidders, including their successors would be required to meet the Technical and Financial Capacity requirements and adhere to other conditions specified in this RFP so also qualify for technical and financial evaluation stage of Bidding Process.

1.2.2. The Technical and Financial Capacity assessment will be carried out as part of the Bidding Process. Financial Bids of only those Bidders whose Bids are responsive and meet the Technical and Financial Capacity requirements will be opened.

1.2.3. Through this RFP, Bidders are being called upon to submit their Technical and Financial Bids (the “Bids”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the date specified in Clause 1.3 for submission of bids.

1.2.4. A Bidder is required to deposit, along with its Bid, an amount of INR 10,00,000.00 (Indian Rupees ten lakhs) as bid security (the “Bid Security”), refundable not later than 60 (sixty) days from the Bid Due Date as per the format indicated in the RFP earlier.

1.2.5. A draft Agreement for the Project shall be provided to the Bidders pursuant to this RFP and shall along with any addendum (“Addendum”) issued subsequent to this RFP be deemed to form part of the Bidding Documents.

1.2.6. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Agreement including implementation of the Project.

1.2.7. Bids are invited for the Project and the Project will be awarded to the Bidder on the basis of combined quality and cost basis by the Selected Bidder selected through competitive bidding process on the NABL Central Government Health Scheme Rates (“NABLCGHS rates”) of Delhi as listed in Schedule II in rendering the Diagnostic Services. The term of the Agreement shall be 15 (Fifteen) years. In this RFP, the term highest bidder (“Highest Bidder”) shall mean the Bidder who is securing the highest composite score.

1.2.8. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the Process specified in Clause 2.10.7 of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, The Secretary Bastar Jila Urban Public Service society may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.9. The RFP can be downloaded from the website of <https://eproc.cgstate.gov.in> & uad.cg.gov.in The Bids shall be submitted online as per the procedure set out in this RFP.

1.2.10. Further any other details of the Bidding Process to be followed at the Bid stage and the terms thereof are spelt out in this RFP.

1.2.11. Any queries or request for additional information concerning this RFP shall be addressed through e-mail only on the following email addresses:

supts urbanbatar@gmail.com

spv jagdalpurnagarnigam@yahoo.com

1.3. Schedule of Bidding Process-

The Secretary Bastar Jila Urban Public Service society shall endeavour to adhere to the following schedule: -

S.N.	Event description	Date and Time with venue
01	Publication of RFP	21-09-2021 Time – 10.30 a.m.
02	RFP reference number	
03	Bid validity period	180 Days
04	Website to download RFP	https://eproc.cgstate.gov.in , uad.cg.gov.in & jagdalpurnagarnigam@yahoo.com
05	Pre Bid meeting for RFP	28-09-2021 02:30 PM to 03.30 PM VC Link - https://meet.google.com/bmc-mnax-uxb
06	Last date for receiving queries	27-09-2021 up to 05.30 PM as in specified format & procedure mention in this document. For clarification & queries bidders can contact supts_urbanbatar@gmail.com Shri M P Dewangan Mo. 9827178547, 8349800808 Nodal Officer SUPSS Shri B. R. Patel Mo. 9669312076 Asstt. Nodal Officer SUPSS
07	The Secretary Bastar Jila Urban Public Service society response to queries latest by	30-09-2021, Time : 5.30 PM
08	Last date for online Submission/ deadline of RFP	05-10-2021 Time : 5.30 PM
09	Last Date for Physical Submission (Technical Documents, Bid security & Bid Processing fees)	06-10-2021 Time : 5.30 PM At Secretary, Bastar Jila Urban Public Service Society, Jagdalpur Bastar Chhattisgarh
10	Opening of Bids (Technical)	07-10-2021 Time : 11.00 AM
11	Presentation by Bidders	Will be intimated latter.
12	Opening of Financial Bid	Will be intimated online only
13	Letter of Award	As per RFP
14	Signing of Agreement	As per RFP

2. INSTRUCTION TO BIDDERS-

2.1. General Conditions

2.1.1. The Bidder shall visit <https://eproc.cgstate.gov.in> for details on this requirements.

2.1.2. The PIM is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on The Secretary Bastar Jila Urban Public Service society nor confer any right on the Bidders, and The Secretary Bastar Jila Urban Public Service society shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.1.4. The PIM is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the PIM shall be binding on The Secretary Bastar Jila Urban Public Service society nor confer any right on the Bidders, and The Secretary Bastar Jila Urban Public Service society shall have no liability whatsoever in relation to or arising out of any or all contents of the PIM.

2.1.5. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.1.6. The Bids should be furnished in the formats provided in this RFP and should have the digital signature certificate of Bidder's authorized signatory, wherever required.

2.1.7. The Bidder shall submit only one Bid for all the scope of work specified in the PIM for development, operation and maintenance of the Project Centres, as applicable.

2.1.8. The Financial Bid shall consist of a Discount on the NABL CGHS rates to be quoted by the Bidder in rendering Diagnostic Services. The Discount shall be offered by the Selected Bidder as per the terms and conditions of this RFP.

2.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2. Eligibility of Bidders-

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

(i)The Bidder may be a single entity to implement the Project (No Bidder is allowed to bid as a member of a Consortium) The term Bidder used herein would apply to both a single entity (In case of Consortium) .

(ii)A Bidder may be:

a) a single business entity under the Companies Act, 1956

or

Companies Act, 2013 or an incorporated entity under equivalent acts ;

or

b) an society registered under the Societies Registration Act,1860 or any relevant Act of the State or Union Territory;

or

c) a public trust registered under the law for the time being in force;

or

d) a charitable company registered under Section 25 of the Companies Act, 1956 or under Section 8 of the Companies Act, 2013, as applicable;

or

e) a partnership firm or a limited liability partnership;

2.2.2. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, The Secretary Bastar Jila Urban Public Service society shall forfeit and appropriate Bid Security, without prejudice to any other right or remedy that may be available to The Secretary Bastar Jila Urban Public Service society hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

(i)the Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect

shareholding of an Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, member or Associate, as the case may be) in the other Bidder, its member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.2, indirect shareholding held through one or more intermediary persons shall be computed as follows: (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, Agreement loan, Concessional loan or subordinated debt from any other Bidder, its member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

(vi) such Bidder has participated as a consultant to The Secretary Bastar Jila Urban Public Service society in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the right to appoint majority of the directors or to control the management of policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.3. A Bidder shall be liable for disqualification and forfeiture of Bid, if any legal, financial or technical advisor of The Secretary Bastar Jila Urban Public Service society in relation to the Project is engaged by the Bidder, its members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the Letter of Award ("LOA") or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of Secretary Bastar Jila Urban Public Service society, including the forfeiture and appropriation of the Bid Security, which The Secretary Bastar Jila Urban Public Service society may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without The Secretary Bastar Jila Urban Public Service society being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.4. Any award of Agreement pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2.5. This RFP is not transferable

Pre Qualification Eligibility Criteria

2.2.6. To be eligible for qualification, a Bidder shall fulfil the following conditions of eligibility (the “Eligibility Criteria”):

(i) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall comply with following conditions:

DIAGNOSTIC -

(a)The Bidder shall have a minimum 3 (three) years of experience in operating pathology diagnostic services .

(b)The Bidder shall have an experience of operating a minimum of 2 (two) diagnostic labs cum collection centres in the last 3 (three) financial years;

(C)The Bidder shall have experience of preparing Test reports for at least 1,000 (One Thousand) samples per day across its various diagnostic/ collection centres;

(d)The Bidder shall have employed/ engaged minimum 2 (two) full time pathologists in last 3 (three) years of operation;

RADIOLOGY -

(a) The Bidder shall have a minimum 3 (three) years of experience in operating a Radiology Centre providing 32 slice CT Scan and 1.5 T MRI Scan services;

(d) The Bidder shall have experience of reporting minimum 1,000 (One thousand) MRI / CT /X ray images per month across its various Radiology Centres.

Financial Capacity -

(ii) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder shall comply with following conditions:

(a)The Bidder shall have a minimum net worth of 25% of the Total Project Cost at the close of the preceding financial year (“Minimum Net Worth Threshold”) i.e. 2019-2020.

(b) The bidder shall have an average annual turnover (from past three financial years) of not less than Rs. 50 Cr i.e. 2017-2018, 2018-2019, 2019-2020.

Clarification:

For the purposes of this RFP, 'Net Worth 'means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

2.2.7. The Bidders shall enclose with its Bid, to be submitted as per the format at Appendix 4, complete with its Annexure, the following:

- (i)Acceptance of General Terms & Conditions as per Tender document;
- (ii)Bidders shall furnish the details of experience claimed against the Technical Capacity specified in Clause 2.2.6(i) for the last 3 (three) financial years along with bid.
- (iii)Certificate from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.6;
- (iv)Documents ensuring the quality of the equipment to be used in the Project Centres;
- (v)Documents as mentioned below at the time of submitting the Financial and Technical Bid:
 - (a)Certificate of incorporation, memorandum of association and articles of association, in case the Bidder is a company registered under Companies Act, 2013;
 - (b)Registration certificate with the concerned Registrar, if the Bidder is a society, public trust, partnership firm or limited liability partnership firm.
 - (c)Audited annual reports of the Bidder for the preceding 3 (three) financial years;
 - (d)In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make them available, the

Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided;

(e)The Bidder shall furnish copy of the PAN card, GST registration certificate, EPF registration certificate, ESIC registration certificates as applicable.

(vi)The Bidder is also required to submit a Power of Attorney (“PoA”) as per the format at Annexure- F, authorizing the signatory of the Bidder to commit the Bid.

(vii) The Bidder must possess compatible Digital Signature Certificate (“DSC”) for the purpose of signing the electronic documents required to be submitted to The Secretary Bastar Jila Urban Public Service society as per e-procurement system;

(viii) Bid in the prescribed format (Appendix-1) along with Annexures and supporting documents.

2.2.8. Any entity which has been barred by the Central/ State/Local Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.2.9. A Bidder or Associate should, in the last 1 (one) year, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial The Secretary Bastar Jila Urban Public Service society or a judicial pronouncement or arbitration award against the Bidder, Bidder shall not be Consortium member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium member or Associate. A Bidder shall be disqualified if it is determined by The Secretary Bastar Jila Urban Public Service society at any stage of bidding process that the Bidder has made misleading or false representation in the form, statements and attachments in the proof of the qualification requirements.

2.2.10. The Bidder shall be disqualified if it fails to continue to satisfy the Bid Criteria during any stage of the evaluation process. The Secretary Bastar Jila Urban Public Service society shall seek from the Bidder supplementary information or documentation regarding qualifications at any time and the same shall be provided within reasonable timeframe as stipulated by Secretary

Bastar Jila Urban Public Service society . These documents will be considered as part of bid for further process.

2.2.11. In computing the Technical Capacity and Financial Capacity of the Bidder. The bidder must submit self attested and duly verified documents by statutory auditor related to The Technical Capacity and Financial Capacity. Otherwise bidder will be not considered as eligible for consideration.

2.2.12. The bidder must submit the CVs of all the proposed staff including medical professionals, managerial staff & supporting staff.

Technical Eligibility Criteria

All the responsive bidders who qualify for the Pre-qualification Eligibility criteria shall be considered for Technical evaluation as per the points table below:

S.No	EVALUATION HEAD	MAXIMUM POINTS	DOCUMENT REQD.
01	<p>Bidder should have Average Annual Turnover in Diagnostics services for last 3 years for the FY2017-18, 2018-19, 2019-20,</p> <p>A. Less Than 50 Crores – 0 Marks B. Above 50-100 Crores- 5 Marks C. Above 100-150 Crores-10 marks D. Above 150- 20 Marks</p>	20	Certified auditors report with balance sheet
02	<p>Bidder should have positive Net worth in Crores for the FY 2018-19 (CA Certificate)</p> <p>A. Less than 2.5 Crores – 0 Marks B. Above 2.5-5 Crores- 5 Marks C. Above 5-10 Crores-10 marks D. Above 10 Crores- 20 Marks</p>	20	Certified auditors report with balance sheet
03	<p>The Bidder shall have experience at least 2 no's of 32 CT Scan and 2 no's of 1,5 Tesla MRI Diagnostics Service Centres (with fully trained service personnel) in Govt/Semi Govt. Hospitals (in support of Invoice copy/AERB & PCNCT</p>	20	Auditors certificate with supporting documents of Invoice copy, AERB & PCNCT certificate

	<p>certificate/Installation Report of the information provided) in last 5 years</p> <p>A. Less than 3 years of experience in CT & MRI – 0 Marks</p> <p>B. Bidder have 3-year experience with 1 CT & 1 MRI- 10 Marks</p> <p>C. Bidder have 5 year experience with 2 CT & 2 MRI- 20 Marks</p>		and Installation Report etc.
04	Bidder should have Diagnostic center having at least one NABL accredited	05	Valid Accreditation certificate
05	<p>Bidder shall have experience of providing reports for a radiology images per month for above 32 Slice CT and 1.5 T MRI scan in Govt /Semi Govt Hospitals of one or more States of India.</p> <p>a. Less than 2000 images per month – 0 Marks</p> <p>b. 2000/month to 5000/month images reported- 10 marks</p> <p>c. Above 5000/month images reported - 20 Marks</p>	20	Auditors certificate with monthly statement of at least 6 months with supporting documents of Invoice copy, AERB & PCNCT certificate and Installation Report etc.
06	<p>Bidder should have on-board Radiologist (MD/DNB) for past 5 years</p> <p>a. Less than 5 Radiologist – 0 Marks</p> <p>b. 5 Radiologist- 5 Marks</p> <p>c. Above 5 Radiologist- 10 Marks</p>	10	Auditors certificate with pay role /Pay slip of radiologist
07	Additional services proposed like online counselling, Special facility for Geriatrics & Women etc	05	A detailed note with plan of action

All bidders securing minimum 70% Marks in the technical evaluation shall be considered for further evaluation i.e. Financial evaluation.

Financial Evaluation

All bidders qualifying the technical evaluation stage shall be considered for opening the Financial Bids. The financial bids shall be in the format given in the RFP constituting the % discount offered by the bidders.

Composite Evaluation

The composite evaluation of each bidder shall be done on a QCBS method with 80% value given to Technical Evaluation Marks and 20% to be given for Financial Evaluation. (after normalization of financial bids). The Formula for Normalization will be as follows :-

Proposals are Ranked according to this combined Technical Score (St) and Financial Score (Sf) using of weights

(T = Weight Giving technical proposal and

P = weight giving financial proposal ,

T + P = 1)

S (Rank) = (St x T) + (Sf x P)

St = Technical Score Obtained by bidder in technical Evaluation.

T = weight given to the Technical Proposal in QCBS method that is 0.8

P = weight given to the financial Proposal in QCBS method that is 0.2

Sf = Financial Score = $100 \times F / F_m$

Fm = Highest % of Discount among the bidders

F = Percentage of Discount offered by the bidder in proposal under Consideration

The highest Percentage discount on NABL rates in Financial Proposal is given the maximum financial score of 100.

Thus ranking for any bidder will be calculated as below

S (Rank) = (St x T) + (Sf x P)

S (Rank) = (0.8 x technical score of bidder) + 0.2 x 100 x percentage of discount given by bidder divided by highest percentage of discount

2.3. Change in Ownership

2.3.1. By submitting the Bid, the Bidder acknowledges that the financial partner and technical partner shall, until the expiry of the Agreement Period, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Selected Bidder; and (ii) 5% (five per cent) of the Estimated Total Project Cost specified in the Agreement. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum obligation, and shall be in addition to such other obligations as may be contained in the Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such there under.

2.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Secretary Bastar Jila Urban Public Service society will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site Visit and Verification of Information

2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, patient volumes, location, surroundings, availability of power, water and other utilities for operation of facility, access to site, applicable law and regulations, and any other matter considered relevant by them.

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

- (i) made a complete and careful examination of the Bidding Documents;
- (ii) received all relevant information from The Secretary Bastar Jila Urban Public Service society as requested by it;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Secretary Bastar Jila Urban Public Service society ;
- (iv) satisfied itself about all matters necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

(v)acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Secretary Bastar Jila Urban Public Service society , or a ground for termination of the Agreement by the Selected Bidder;

(vi)acknowledged that it does not have a Conflict of Interest; and

(vii)agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3. The Secretary Bastar Jila Urban Public Service society shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Secretary Bastar Jila Urban Public Service society .

2.6. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising The Secretary Bastar Jila Urban Public Service society in relation to or matters arising out of, or concerning the Bidding Process. The Secretary Bastar Jila Urban Public Service society will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Secretary Bastar Jila Urban Public Service society may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or The Secretary Bastar Jila Urban Public Service society or as may be required by law or in connection with any legal process.

2.7. Verification and Disqualification

2.7.1. Notwithstanding anything contained in this RFP, The Secretary Bastar Jila Urban Public Service society reserves the right to accept or reject any and /or all Bid and to annul the Bidding Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons for the same. In the event that The Secretary Bastar Jila Urban Public Service society rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2. The Secretary Bastar Jila Urban Public Service society reserves the right to reject any Bid and appropriate the Bid Security if:

(i)at any time, a material misrepresentation is made or uncovered; or

(ii)The Bidder does not provide, within the time specified by Secretary Bastar Jila Urban Public Service society , the supplemental information sought by The Secretary Bastar Jila Urban Public Service society for evaluation of the Bid.

2.7.3. Such misrepresentation / improper response shall lead to the disqualification/Rejection of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then The Secretary Bastar Jila Urban Public Service society reserves the right to:

- (i) invite the remaining Bidders to submit their Bids in accordance with Clause 2.10.7; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of Secretary Bastar Jila Urban Public Service society , including annulment of the Bidding Process.

2.7.4. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the agreement executed by Secretary Bastar Jila Urban Public Service society , that one or more of the Eligibility Criteria conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by The Secretary Bastar Jila Urban Public Service society to the Selected Bidder, as the case may be, without The Secretary Bastar Jila Urban Public Service society being liable in any manner whatsoever to the Selected Bidder. In such an event, The Secretary Bastar Jila Urban Public Service society shall be entitled to forfeit and appropriate the Bid Security /Performance security as Damages, without prejudice to any other right or remedy that may be available to The Secretary Bastar Jila Urban Public Service society under the Bidding Documents and / or the Agreement, or otherwise.

2.8. Other Conditions

2.8.1. Clarifications

(i)Bidders requiring any clarification on the RFP may notify The Secretary Bastar Jila Urban Public Service society in writing or by e-mail in accordance with Clause 2.9.9. They should send in their queries on or before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The Secretary Bastar Jila Urban Public Service society shall endeavour to respond to the

queries within the period specified therein, but no later than 7 (seven) days prior to the Bid Due Date. The responses will be uploaded in website <https://eproc.cgstate.gov.in> only. The Secretary Bastar Jila Urban Public Service society will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

(ii) The Secretary Bastar Jila Urban Public Service society shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, The Secretary Bastar Jila Urban Public Service society reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring The Secretary Bastar Jila Urban Public Service society to respond to any question or to provide any clarification.

(iii) The Secretary Bastar Jila Urban Public Service society may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by The Secretary Bastar Jila Urban Public Service society shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by The Secretary Bastar Jila Urban Public Service society or its employees or representatives shall not in any way or manner be binding on Secretary Bastar Jila Urban Public Service society .

2.8.2. Amendment of RFP

(i) At any time prior to the Bid Due Date, The Secretary Bastar Jila Urban Public Service society may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of addendum (“Addendum”).

(ii) Any Addendum issued hereunder shall be done electronically, means published on e-website only.

(iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, The Secretary Bastar Jila Urban Public Service society may, in its sole discretion, extend the Bid Due Date.

2.8.3. Proprietary Data

All documents and other information supplied by The Secretary Bastar Jila Urban Public Service society or submitted by a Bidder to The Secretary Bastar Jila Urban Public Service society shall remain or become the property of Secretary Bastar Jila Urban Public Service society . Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Secretary Bastar Jila Urban Public Service society will not return any Bid document, or any information provided along therewith.

2.9. Preparation and Submission of Bids

2.9.1. Preparation of Bids

(i)The Bidding Process will be online (e-tendering) in 2 (two) envelope system. All the notification & detailed terms and conditions regarding, this tender notice hereafter will be published online on web site <https://eproc.cgstate.gov.in>

(ii)The Bidding Documents can be seen and downloaded from the website <https://eproc.cgstate.gov.in> The bid can be submitted in electronic format on the website within the deadline as specified in section 1.3. of the tender.

Envelope 1- Technical Bid

1. Technical Bid shall be submitted in envelope marked "Technical Bid" in online mode as well as through physical submission (hard copy) within the specified date.

2. The Technical Bid shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in the RFP document.

3. Technical Bid should not contain commercials of the Project, in either explicit or implicit form.

4. Conditional technical proposal are liable for rejection.

5. Forms and formats mentioned in this RFP needs to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid.

Envelope 2- Financial Bid

1. Financial summary (in the format given in the RFP) shall be submitted **online only** in a separate envelope marked "Financial Bid".

2. Commercial schedules shall be submitted in portal in corresponding form by the bidder to The Secretary Bastar Jila Urban Public Service society in online mode only as describe in RFP and Portal .

3. Forms and formats mentioned in this RFP needs to be scrupulously followed. Any deviation in it (without proper justification) may lead to disqualification of the bid.

4. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable to be summarily rejected.

Other Important conditions

1. Bid shall be treated as invalid if scanned copies are not submitted online along with the Bid.
2. The Bidders are required to submit the Bid Security in original as defined in data sheet (Key Dates)
3. Technical Bids will be opened online on website: <https://eproc.cgstate.gov.in>
4. Bidder should upload information as scanned copies in PDF format for evaluation as mentioned in the RFP. Bidder should submit original copies of scanned copies along with Technical Bids.
5. Time and date of opening of Financial Bids will be informed by email to technically qualified bidder. The guidelines to download the RFP and online submission of bids and procedure of tender opening can be downloaded from website: <https://eproc.cgstate.gov.in>
6. Bidders should have valid relevant class DSC obtained from certifying authorities as per specification set out by e procurement system.
7. The Secretary Bastar Jila Urban Public Service society reserves the right to accept or reject any or all the tenders without assigning any reason.

2.9.2. Procedure for Submission of Bid

The Bidders shall follow the following procedure for submission of their Bids:

2.9.2.1 The Bidder shall provide all the information sought under this RFP. The Secretary Bastar Jila Urban Public Service society would evaluate only those Bids that are received in the specified forms and complete in all respects. The Financial Bids shall be submitted **online only**. The Bidder shall prepare one original set of the Technical bid with originals/ copies of Bid Documents required to be submitted along therewith pursuant to this RFP.

2.9.2.2 Bidders should note the Bid Due Date, as specified in Section 1.3, for submission of Bids. Except as specifically provided in this RFP, no supplementary material will be entertained by Secretary Bastar Jila Urban Public Service society, and that evaluation will be carried out only on the basis of Bid Documents submitted online by the closing time of Bid Due Date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.9.2.3 The Bids shall be typed or written in legible ink and signed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid

shall be initialled by the person(s) signing the Bid. The Bids must be signed by the authorized signatory as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the PoA, in case of a company or a corporation; or
- (d) by the trustee, in case of a trust; or
- (e) by authorized member, in case of a society.

2.9.2.4 The Bid not prepared as per procedures and conditions set in this document may be consider as non-responsive. The Secretary Bastar Jila Urban Public Service society may reject any non-responsive bid without assigning any reason.

2.9.3. Language

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

2.9.4. Bid Due Date and Late Bid

(i) All the Bids shall be submitted as per the schedule prescribed under Clause 1.3. The Secretary Bastar Jila Urban Public Service society may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.8.2 uniformly for all Bidders.

(ii) Bids received by The Secretary Bastar Jila Urban Public Service society after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.9.5. Modification, Withdrawal and Editing of Bid

(i) A Bidder wishing to withdraw its Bid shall notify The Secretary Bastar Jila Urban Public Service society by e-mail prior to the deadline prescribed for Bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of Bids.

(ii)The notice of withdrawal shall:

(a)Be addressed to The Secretary Bastar Jila Urban Public Service society at the address provided in the RFP;

(b)The notice shall bear the Bidder name, the <title> and < bid No.>, and the words “Bid Withdrawal Notice.”

(iii)Bid withdrawal notices received after the deadline of Bid submission shall be ignored, and the submitted Bid shall be deemed to be a validly submitted Bid.

(iv)Bids that are withdrawn in accordance with (i) and (ii) above shall be returned unopened to the Bidder.

(v)No Bid may be withdrawn in the interval between the Bid submission deadline and the expiration of the specified Bid validity period. Withdrawal of a Bid during this interval may result in the forfeiture of the Bidder’s Bid Security..

2.9.6. Rejection of Bids

(i)Notwithstanding anything contained in this RFP, The Secretary Bastar Jila Urban Public Service society reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that The Secretary Bastar Jila Urban Public Service society rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

(ii)The Secretary Bastar Jila Urban Public Service society reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.9.7. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and Secretary Bastar Jila Urban Public Service society .

2.9.8. Bid Security

(i)The Bid must be accompanied by submission of Bid Security amount of INR 10,00,000.00 (Indian Rupees ten lakhs) and bid processing fees INR 10,000.00 (Indian Rupees Ten thousand) as mentioned earlier in the RFP.

(ii) Any Bid not accompanied by the Bid Security and bid processing fees shall be summarily rejected by The Secretary Bastar Jila Urban Public Service society as non-responsive.

(iii) The Bid Security of unsuccessful Bidders will be returned by Secretary Bastar Jila Urban Public Service society, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by Secretary Bastar Jila Urban Public Service society, and in any case within 60 (sixty) days from the Bid Due Date.

(iv) The Secretary Bastar Jila Urban Public Service society shall be entitled to forfeit and appropriate the Bid Security as Damages, inter alia, in any of the events specified in Clause (v) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that The Secretary Bastar Jila Urban Public Service society will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

(v) The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to The Secretary Bastar Jila Urban Public Service society under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:

(a) If a Bidder submits a non-responsive Bid;

(b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 3 of this RFP;

(c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and Secretary Bastar Jila Urban Public Service society;

(d) In the case of Selected Bidder, if it fails within the specified time limit:

A. to sign and return the duplicate copy of LOA;

B. to sign the Agreement; or

C. to furnish the Performance Security within the period prescribed therefore in the Agreement.

D. In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

E. Any other reason specified in other section of this document.

2.9.9. Correspondence with the Bidder

(i) The address for correspondence with The Secretary Bastar Jila Urban Public Service society shall be:

**Secretary, Bastar Jila Urban Public Service Society, e-Service Centre Collectorate Premises,
Office of Municipal Corporation, Jagdalpur (Chhattisgarh) PIN 494001**

(ii) Save and except as provided in this RFP, The Secretary Bastar Jila Urban Public Service society shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.10. Evaluation Process

2.10.1. Opening of Technical Bids

(i) The Secretary Bastar Jila Urban Public Service society shall open the Technical Bid in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Clause 1.3.

(ii) Only Bids that are opened and read out at the Bid opening stage and are accompanied with original copy of Bid security and Bid processing fees as mentioned earlier in the RFP shall be considered further.

(iii) All the Bids shall be opened one at a time, reading out: The name of the Bidder and whether there is a modification; the presence of a Bid Security; and any other details as The Secretary Bastar Jila Urban Public Service society may consider appropriate. No Bids shall be rejected at the Bid opening stage except for late Bids.

(iv) The Secretary Bastar Jila Urban Public Service society shall prepare a record of the Bid opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

(v) The Secretary Bastar Jila Urban Public Service society will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause.

(vi) Bidders are advised that qualification of Bidders will be entirely at the discretion of Secretary Bastar Jila Urban Public Service society. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

(vii) Any information contained in the Bid shall not in any way be construed as binding on Secretary Bastar Jila Urban Public Service society, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

(viii)The Secretary Bastar Jila Urban Public Service society reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bids without assigning any reasons.

(ix)If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, The Secretary Bastar Jila Urban Public Service society may, in its sole discretion, exclude it from the evaluation process.

(x)Where any information is found to be patently false or amounting to a material representation, The Secretary Bastar Jila Urban Public Service society reserves the right to reject the Bid in accordance with the provisions of Clauses 2.9.6.

(xi)To facilitate evaluation of Bids, The Secretary Bastar Jila Urban Public Service society may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

2.10.2. Test of Responsiveness

Prior to evaluation of Bids, The Secretary Bastar Jila Urban Public Service society shall determine whether the Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- I. it is received as per the formats prescribed in this RFP;
- II. it is accompanied by the Bid Security and Bid processing fees as specified.
- III. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9;
- IV. it is as per the Bid submission criteria, as set out in Clause 2.9.2;
- V. it is accompanied by the Power(s) of Attorney as specified in Clause 2.2.7;
- VI. it contains all the information (complete in all respects) as requested in this RFP and / or Bidding Documents;
- VII. it contains information in formats same as those specified in this RFP;
- VIII. it does not contain any condition or qualification; and
- IX. it is not non-responsive in terms hereof.

2.10.3. Evaluation of Technical Capacity and Financial Capacity

The Bidder shall submit the following documents for the purpose of evaluation of its Technical and Financial Capacity:

- I. Bidders shall furnish the details of experience claimed against the Technical Capacity specified in Clause 2.2.6(i)(a) for the last 3 (three) financial years;
- II. Certificate from its statutory auditors specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.6 (ii)(a);
- III. Documents ensuring the quality of the equipment to be used in the Project Centres;
- IV. Audited annual reports of the Bidder for the preceding 3 (three) financial years;
- V. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make them available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided;

2.10.4. Once a Bid has been found responsive as per the provisions of Clause 2.10.2, the Technical Capacity and the Financial Capacity of the Bidder shall be evaluated.

2.10.5. All Bidders who fulfil the conditions of eligibility specified in Clause 2.2.6 and meet the other conditions specified in this RFP shall qualify for the next round of the Bidding Process involving opening of Financial Bids.

2.10.6. Opening of Financial Bids

- I. The Financial Bids shall not be opened by The Secretary Bastar Jila Urban Public Service society until the evaluation of the Technical Bids has been completed.
- II. The Secretary Bastar Jila Urban Public Service society will open the Financial Bids of only technically qualified bidders, in the presence of the nodal of designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by Secretary Bastar Jila Urban Public Service society .
- III. Financial Bids from Bidders who have failed to qualify in evaluation of the Technical Bids will not be opened. Only Bids that are opened and read out at the proposal opening shall be considered further.

- IV. Bids shall be opened, name of the Bidders will be read out and whether there is a modification; and the Bid price in the Financial Bid.
- V. The Secretary Bastar Jila Urban Public Service society shall prepare a record of the Bid opening that shall include, at minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid price, and any other details as The Secretary Bastar Jila Urban Public Service society may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.
- VI. The Financial Bids will be evaluated by The Secretary Bastar Jila Urban Public Service society for completeness and accuracy. The amount stated in the bid, adjusted in accordance with the above-mentioned procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the bid price shall govern.

2.10.7. Selection of Bidder

- I. The Bidder whose Bid is adjudged as responsive in terms of Clause 2.10.2 and who secures the highest composite score (Highest rank under QCBS method), shall be declared as the Selected Bidder. In the event that The Secretary Bastar Jila Urban Public Service society rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
 - a. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), The Secretary Bastar Jila Urban Public Service society may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
 - b. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, The Secretary Bastar Jila Urban Public Service society may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round

of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

- a. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by The Secretary Bastar Jila Urban Public Service society to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate

copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, The Secretary Bastar Jila Urban Public Service society may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- b. The Selected Bidder shall after signing the LOA and within 30 (thirty) days of it, deposit an amount of INR 50,00,000.00 (Indian Rupees fifty lakhs) being 5% (five percent) of the Estimated Total Project Cost as Security Deposit in form of bank guarantee in specified format annexed in the RFP, which shall be refunded to the Selected Bidder only after the satisfactory completion of the Agreement Period.

- II. The Selected Bidder shall after signing the LOA and within 30 (thirty) days of it also deposit an amount of INR 50,00,000.00 (Indian Rupees fifty lakhs) being 5% (five percent) of the Estimated Total Project Cost as towards Performance Security. The same shall be in the form of a 10 (ten) financial bank guarantee of INR 5,00,000.00 (Indian Rupees five lakhs) each and shall be refunded to the Selected Bidder after 5(five)years from the commencement of the Agreement Period.

- a. The Secretary Bastar Jila Urban Public Service society shall facilitate signing of the Agreement within the period of 30 (thirty) days of the signing of the LOA. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of LOA.

3. FRAUD AND CORRUPT PRACTICES

- 3.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA

and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, The Secretary Bastar Jila Urban Public Service society may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, The Secretary Bastar Jila Urban Public Service society shall be entitled to forfeit and

appropriate the Bid Security as Damages, without prejudice to any other right or remedy that may be available to The Secretary Bastar Jila Urban Public Service society under the Bidding Documents and/or the Agreement, or otherwise.

3.2. Without prejudice to the rights of The Secretary Bastar Jila Urban Public Service society under Clause 3.1 hereinabove and the rights and remedies which The Secretary Bastar Jila Urban Public Service society may have under the LOA or the Agreement, or otherwise if a Bidder or Selected Bidder, as the case may be, is found by The Secretary Bastar Jila Urban Public Service society to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by The Secretary Bastar Jila Urban Public Service society during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by The Secretary Bastar Jila Urban Public Service society to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.3. For the purposes of this Clause 3, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of The Secretary Bastar Jila Urban Public Service society who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Secretary

Bastar Jila Urban Public Service society , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of The Secretary Bastar Jila Urban Public Service society in relation to any matter concerning the Project;

(ii)"fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(iii)"coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(iv)"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by The Secretary Bastar Jila Urban Public Service society with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(v)"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4. PRE BID MEETING

4.1. Pre-Bid meetings of the Bidders shall be convened at the designated date, time and place as per the schedule in Clause 1.3. All the prospective Bidders shall be allowed to participate in the Pre-Bid conferences. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of The Secretary Bastar Jila Urban Public Service society letter from the Bidder.

4.2. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of Secretary Bastar Jila Urban Public Service society . The Secretary Bastar Jila Urban Public Service society shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5. MISCELLANEOUS

5.1.The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chhattisgarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

5.2.Secretary Bastar Jila Urban Public Service society , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i)Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (ii)consult with any Bidder in order to receive clarification or further information;
- (iii)retain any information and/or evidence submitted to The Secretary Bastar Jila Urban Public Service society by, on behalf of, and/or in relation to any Bidder; and/or
- (iv)Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

5.3.It shall be deemed that by submitting the Bid, the Bidder agrees and releases Secretary Bastar Jila Urban Public Service society , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

5.4.The Selected Bidder shall comply with the following conditions:

- (i) A receipt book provided by the UPSS shall be maintained by the Selected Bidder for the collection of charges.
- (ii) The civil works including false ceiling , flooring , lighting , augmentation of electricity supply , electric connection work from main line to machine will be borne by the Selected Bidder
- (iii) The Selected Bidder shall put a sign board for indicating the location of the Project Centres across city minimum 100 location.
- (iv)The image record of academic/M.L.C cases shall be the property of the UPSS.

(v)The Selected Bidder shall make alternative arrangement for investigations of patients, in case of breakdown of machinery.

(vi)The Selected Bidder shall ensure that no refurbished/old/used machines are installed in the Diagnostic Centre, Collection Centres and Radiology Centre.

(vii)The Selected Bidder shall ensure that all the machines or equipment installed in the Diagnostic Centre, Collection Centres and Radiology Centre are newly procured.

Secretary

Bastar Jila Urban Public Service Society
e-Service Centre, Collectorate Premises
Jagdalpur Distt. Bastar (CG)

ANNEXURE- A

DETAILS OF THE BIDDER

S.N	Particulars	Single Bidder
1.	Registered name of Bidder(s)	
2.	Type of organization	
3.	Registered address	
4.	Telephone	
5.	Facsimile	
6.	Email	
7.	Main businesses of the Bidder in India, in own country and internationally	

8.	Date of incorporation	
9.	Number of years of operations	
10	Details of board of directors/managing partners/key managerial personnel	
11	List of share holders/partners	
12	Name/categories of share holders/partners including Percentage of their Share	
13	Name of authorized signatory	
14	Designation of authorized signatory	
15	Contact details of authorized signatory	
16	Details of ISO registration, if any	
17	PAN/equivalent	
18	TIN/equivalent	
19	GST No.	
20	ESIC No.	

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

FORMAT FOR LETTER OF APPLICATION

[on the letter head of the Bidder]

Date: -----

To,

The.

Reference :

Subject: Submission of bid with reference to RFP No: _____ dated for establishment of Diagnostic centre at Jagdalpur

Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for the development, operation and maintenance, as applicable of the Project Centres at location in Jagdalpur as specified in the RFP reference number _____.

We are enclosing our proposal ("Proposal"), with the details as per the requirements of the Bidding Document, for your evaluation. The undersigned hereby also declares that the statements made and the information provided in the Proposal are complete, true and correct in every detail. We confirm that the application is valid for a period of 180 days from the due date of submission of application and unconditional.

We hereby also confirm the following:

1.The Proposal is being submitted by (name of the bidding Company) who is the Bidding Company, in accordance with the conditions stipulated in the RFP.

2.As the Bidding Company, we hereby confirm to abide by the roles and responsibilities assigned to us as outlined in this RFP.

3.We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by and in any subsequent communication sent by Secretary Bastar Jila Urban Public Service society . We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications.

4.We confirm that there are no conditions in "Envelope B: Financial Proposal".

5.The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

6.We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to develop, operate and maintain, as applicable of the Project Centres in, (CG), in the event that we are finally selected.

7.We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Bid Due Date.

Our PAN number is -----

Our TAN number is -----

Our GST number is -----

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidding Company and the Company Seal)

Signature: (Authorised Representative & Signatory)

Name of the Person:

Designation:

TECHNICAL CAPACITY OF THE BIDDER

To

.....

.....

Sir/ Madam,

I have carefully gone through the terms & conditions contained in the RFP for selection of Bidder for development, operation and maintenance, as applicable of the Project Centres at various locations in Jagdalpur.

I hereby declare that below are the details regarding Eligible Projects generally and Eligible

- | S.N. | Particulars |
|------|--|
| 1. | Experience in operating Diagnostic Centre with collection facilities |
| 2. | Experience in performing tests |
| 3. | Number of Pathologists |
| 4. | Experience in operating Radiology |
| 5. | Centre having 32 slice CT scan and 1.5 T MRI |
| 6. | Experience in reporting MRI/CT /X ray images |
| 7. | Experience in reporting samples |

I further certify that I am competent officer in my organization to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal) Name:

Designation:

Address:

Telephone& Fax:

E-mail address:

FINANCIAL CAPACITY OF THE BIDDER

To

.....

Sir/ Madam,

I have carefully gone through the terms & conditions contained in the RFP for selection of Bidder for development, operation and maintenance, as applicable of the Project Centres at various locations in Jagdalpur I hereby declare that below are the details of my Net Worth:

S.N.	Particulars
1.	Net worth of the Bidder

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone& Fax:

E-mail address:

LEGAL CAPACITY OF THE BIDDER

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to Bid. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of _____

POWER OF ATTORNEY FOR SIGNING THE BID

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms _____, son/daughter/wife of _____and _____ presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid ("Bid") for the project ("Project") proposed by the Urban Public Service Society ("The Secretary Bastar Jila Urban Public Service society ") including but not limited to signing and submission of all Bids and other documents and writings, participate in bidders' and other meetings and providing information / responses to Secretary Bastar Jila Urban Public Service society , representing us in all matters before Secretary Bastar Jila Urban Public Service society , signing and execution of all contracts including the Agreement ("Agreement") and undertakings consequent to acceptance of our Bid, and generally dealing with The Secretary Bastar Jila Urban Public Service society in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with Secretary Bastar Jila Urban Public Service society .

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF A TORNEY ON THIS _____ DAY OF _____, 2016.

For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

Notes:

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

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

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

NA

FORMAT FOR ANTI-COLLUSION CERTIFICATE

[To be submitted on the letter heads of the Bidders separately]

Date: -----

To,

.....

.....

Reference :-

Subject: Project Centres at various locations specified in the PIM of the RFP bearing no: _____ on development, operation and maintenance basis, as applicable.

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this Day of _____, 2021.

Name of the Bidder

Signature of the Authorized Person

FORMAT OF PROJECT UNDERTAKING

[To be submitted on the letter heads of the Bidders separately]

Date: -----

To,

The

Urban Public Service Society

UPSS.....

.....

E-mail:

reference :-

Subject: Project Centres at various locations specified in the PIM of the RFP bearing no: _____ on development, operation and maintenance basis, as applicable.

Sir,

We have read and understood the Bidding Document in respect of the captioned project provided to us by the

We hereby agree and undertake as under:

1. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects.

2. We are not barred by the Government of India or Government of Chhattisgarh/any other state Government or their Departments or Agencies/ from participating in any projects .

Dated this _____ Day _____ of 2016.

Yours sincerely,

Name of the Bidder

Signature of the Authorized Person

Company seal & stamp

FORMAT OF PROJECT UNDERTAKING [In case of Consortium]

NA

PROJECT INFORMATION MEMORANDUM

1. DEFINITIONS

For the purpose of this Project information Memorandum (PIM) , the following terms have the meanings assigned to them hereunder: “ Patients” shall mean patients means any person leaving in project city or nearby city .

“Complaint Redressal Committee “shall mean the committee appointed by The Secretary Bastar Jila Urban Public Service society for redressal of grievances.

“Collection Centres” shall mean the collection centres to be set up, operated and maintained by the Selected Bidder for the purpose of collecting samples for pathology tests at various location. As per Business need selected bidder may start collection centre on need basis.

“Diagnostic Centre” shall mean and refer to the 1 (one) diagnostic centre cum pathology centre to be set up, operated and maintained by the Selected Bidder at.....

“Diagnostic Services” shall mean and refer to such services including but not limited to tests, services, collections of samples, Logistics of samples from home and collection centre to the Diagnostic Centre and ancillary services as specified in Schedule II of this PIM.

“CMLT” shall mean Certificate in Medical Lab Technology.

“DMLT” shall mean Diploma in Medical Lab Technology.

“MD” shall mean Doctor of Medicine.

“Project Centres” shall mean collectively the integrated Diagnostic Centre, Collection Centres, pathology lab , X-Ray Centres and Radiology Centres.

“Radiology Centre” shall mean and refer to the 1 (one) diagnostic centre to be set up, operated, and maintained by the Selected Bidder at project centre .

“Tests “shall mean all the diagnostic tests as specified in Schedule II of this PIM.

“Turn Around Time”or “TAT” shall mean the time within which the test report is delivered to the patient via email after collection of the sample or completion of the scan or test, as the case may be. The TAT for each test has been specifically provided in Schedule II of this PIM.

“Unique Identification Number “shall mean a unique code allocated at the time of registration to every patient, who is tested at the Diagnostic Centre.

Capitalized terms used herein and not defined shall have the meaning assigned to them under the RFP.

2. DIAGNOSTICS AND RADIOLOGY SERVICES:

2.1.The Selected Bidder shall provide the Tests and other services listed at Schedule II (collectively referred as “Diagnostic Services”) this must include all project centre location as well as home collection services.

2.2.The Selected Bidder shall install and operate 1.5 Tesla MRI machine and 32 slice CT Scan machine at..... Any refurbished machines shall not be allowed for providing the Diagnostic Services. The Selected Bidder shall submit the purchase invoice / work order or any other documentary proof evidencing the procurement of newly purchased MRI and CT scan machines for rendering the Diagnostic Services. The Selected Bidder to provide full specification of the MRI and CT Scan machines which they intend to install, which will subject to review and confirmation by the technical committee of Secretary Bastar Jila Urban Public Service society .

2.3 .The Estimated Total Project Cost is approximately INR 10,00,00,000 (Indian Rupees ten crores).

3.AGREEMENT PERIOD

The Agreement period is 15 (Fifteen) years from the appointed date as mentioned in the Agreement (“Agreement Period”). The renewal of the Agreement at the end of 15 (fifteen) years will be subject to satisfactory consecutive annual review reports during the Agreement Period.

4.OBLIGATIONS OF THE SECRETARY BASTAR JILA URBAN PUBLIC SERVICE SOCIETY

4.1. Space

(i)The Secretary Bastar Jila Urban Public Service society shall provide to the Selected Bidder, the existing earmarked building at Jagdalpur on as is where is basis for the purpose of operating Collection Centres, Diagnostic Centre and Radiology Centre. The Secretary Bastar Jila Urban Public Service society shall not undertake any civil, electrical or other work on the aforementioned site(s) provided to the Selected Bidder. Further, the Selected Bidder shall undertake necessary renovation activities on the site(s) at their own cost.

(ii) The Secretary Bastar Jila Urban Public Service society shall hand over to the Selected Bidder physical possession of the space specified in paragraph 4.1(i) above, free from all encumbrances.

(iii) Supply of electricity and water at the Project Centres will be responsibility of Selected Bidder for providing Services. However service connection of electricity and water of requisite capacity will be provided by The Secretary Bastar Jila Urban Public Service society at project site. Selected service provider may request The Secretary Bastar Jila Urban Public Service society with details of load for the same.

(iv) The Secretary Bastar Jila Urban Public Service society will facilitate the Selected Bidder in obtaining clearances from the Government Departments as may be required by the Selected Bidder.

(v) The selected bidder shall provide a rent as per Rs 2/- per sq. feet per month.

4.2. The Secretary Bastar Jila Urban Public Service society 's Personnel

(i) The Secretary Bastar Jila Urban Public Service society shall deploy personnel at their own cost in the centre to oversee the project, operation of project, professional and manpower as per statutory requirement to run project centre and project and help citizen in various grievances.

(ii) The Selected Bidder shall deploy personnel for collecting samples from the citizens home and deliver them to Diagnostic Centre/Collection Centre operated by the Selected Bidder for the purpose of performing Tests. The cost of consumables for shall be borne by the Selected Bidder. Home collection charges of pathology samples may be charged extra as per the rates decided by The Secretary Bastar Jila Urban Public Service society in close consultation with selected service provider.

4.3. Inspection

The Secretary Bastar Jila Urban Public Service society shall visit the Project Centres for inspection without giving any prior notice to the Selected Bidder. The Selected Bidder shall provide access to its books of account and all other records as are required, and shall cooperate and do all necessary actions as may be required by The Secretary Bastar Jila Urban Public Service society for conducting its inspection.

4.5. Complaints

The Secretary Bastar Jila Urban Public Service society shall establish a Complaint Redressal Committee for redressing complaints of patients. The grievances of the patients shall be redressed within 03 working days from the date of complaint by Secretary Bastar Jila Urban Public Service society.

4.6. Other Obligations

(i)The Secretary Bastar Jila Urban Public Service society shall request all to ensure that the doctors practicing in hospital and dispensaries of cities refer patients for diagnostic tests to the Selected Bidder in rates approved by The Secretary Bastar Jila Urban Public Service society .

5.OBLIGATIONS OF SELECTED BIDDER

5.1.Setting up of Radiology, Diagnostic and Collection Centres

(i)The Selected Bidder shall set up minimum 1 (one) full scale Diagnostic Centre at location specified by UPSS i.e. Jagdalpur

(ii)Coverage of facility available at diagnostic centre and phasing of facility :

(a) Coverage of facility:- The Selected Bidder shall set up, operate and maintain a high-end Radiology and pathology Centre for the patients with the following facilities :

1. 32 Slice CT Scan
2. Digital X-Ray
3. Pathology and microbiology centre for listed and proposed services
4. 1.5 T MRI Machine
5. USG

(b) Phasing of Facilities :- Facilities listed in above list have to provided in phase wise manner items listed in serial number 1, 2 and 3 i.e. CT scan , Digital Xray and pathology must be stated in first phase of implementation of project. Items listed in serial number 4 and 5 i.e. MRI and USG may be started in subsequent phases of implementation. These facilities and related services may be started in second phase after demand assessment survey (DSA). DSA will be conducted jointly by team of UPSS and service provider. UPSS will decide commencement of subsequent phase service as per requirement DSA.

(c) Equipment required for the services as explained above . Quantity (Number) and load capacity of machine must fulfil demand per approved TAT. UPSS may issue direction for capacity and facility enhancement to service provider as per need basis.

(iii) Any modification/alteration/addition in the Project Centres have to be undertaken by the Selected Bidder at his own cost with permission of Secretary Bastar Jila Urban Public Service society . The Selected Bidders shall visit the sites to check the status and The Secretary Bastar Jila Urban Public Service society shall assist the Selected Bidders in this activity.

(iv) The Selected Bidder shall ensure commencement of operations within 3 (three) months after handing over the premises by Secretary Bastar Jila Urban Public Service society . UPSS may provide one time extension of another 3 (three) months for remaining non implemented facility and services . After expiry of approved time period (three) , 0.1%(point one percent) of Estimated Total Project Cost per day will be recovered as penalty for delay of Project for the next 3 (three) months. Upon expiry of the 3 (three) month period, The Secretary Bastar Jila Urban Public Service society shall be entitled to forfeit the performance security along with termination of the Agreement.

(v) The collection of samples from the premises as mentioned in Schedule I will be undertaken by Secretary Bastar Jila Urban Public Service society . However, the cost of consumables required for sample collection at these places and the costs of logistics from these places to the Diagnostic Centre shall be borne by the Selected Bidder. The Selected Bidder shall have to perform Tests on those samples and handover / send reports in accordance with the TAT as mentioned in Schedule II of this PIM.

(vi) The Selected Bidder shall procure all medical and non-medical equipment, furniture, beds, linen, mattresses, stationery, drugs, reagents, consumables, non-consumables, and any other material or service required to run the laboratory/collection services, at their own cost. Further, the Selected Bidder shall replace/repair the infrastructure as and when need arises during the Agreement Period.

(vii) The Selected Bidder at its own cost shall install a server based Lab Information Management System (LIMS) software connecting the Collection Centres to the main Diagnostic Centre/Radiology Centre, as applicable for maintaining the records and sending reports of the patients coming for Tests.

(viii) The Selected Bidder shall establish a call centre/online help service for the purpose of home collection services. Service provider must utilize mobile app /web service /Manual services established / develop by UPSS for home collection service . service provider must collect sample for above services within 24 hrs.

(ix) The call records shall be preserved by the Selected Bidder for a period of 3 (three) months.

(x)The Selected Bidder has to install a token system for patients and will need to maintain a database of all the patients being serviced and generate a Unique Identification Number for each new patient. For this purpose, the selected Bidder shall procure appropriate hardware and software required to maintain records of all patients and Tests/procedures being conducted and the cost of the same shall be included within the price quoted by the selected Bidder in its Financial Bid.

(xi)The Selected Bidder shall install security cameras in the Project Centres at his own cost for security purposes. The recordings shall be stored with the selected Bidder for a minimum duration of 3 (three) months. The cameras should cover the area near the complaint box and the registration counters at each Project Centre.

(xii)The Selected Bidder shall permanently fix a metal board at the Project Centres displaying the entire list of Tests with their respective discounted rates and turnaround time as defined in CGHS notification. The font size on the display board shall be provided by Secretary Bastar Jila Urban Public Service society . However, these rates and TAT shall be subject to change in NABL CGHS rates, if any.

(xiii)The selected Bidder shall set up a complaint box inside the Project Centres, access to which shall be with Secretary Bastar Jila Urban Public Service society . The complaints would be addressed by the Complaint Redressal Committee constituted by Secretary Bastar Jila Urban Public Service society .

(xiv)The successful service provider shall execute the Agreement with The Secretary Bastar Jila Urban Public Service society concerned within 30 (thirty) days from the date of letter of award (LOA).

(xv)Upon expiry of the term of the Agreement, the selected Bidder shall handover the possession of the Project premises in proper condition to The Secretary Bastar Jila Urban Public Service society within 60 (sixty) days from the date of expiry or termination of the Agreement. It is clarified that the selected Bidder shall be liable for any acts and omissions during the said 60 (sixty) day period until the satisfactory handover of the Project premises, upon expiry of the Agreement Period. In case of non-compliance or failure to handover the Project premises, a sum of INR 5000 (Indian Rupees five thousand) per day shall be payable by the Selected Bidder as liquidated damages to The Secretary Bastar Jila Urban Public Service society until the handing over of possession of the Project premises.

5.2. Services

(i)The Selected Bidder shall quote a Discount percentage (n the NABL CGHS rates at which it would be providing the services to all categories of patients. However, till the time the Selected Bidder does not have a valid NABL accreditation for its laboratories, the Selected Bidder shall charge the quoted Discount percentage of Non-NABL CGHS rates, as mentioned in Schedule II.

(ii)The Selected Bidder shall perform all diagnostic Tests as specified in the Schedule II to this PIM and send the Test reports to the patients within the specified TAT against each Test per the Schedule II.

(iii)The Selected Bidder shall provide services on 24 x 7 basis at the Project Centres.

(iv)If any in-patients are referred for radiology or diagnostic investigation by any doctor of hospitals operated by The Secretary Bastar Jila Urban Public Service society or approve by The Secretary Bastar Jila Urban Public Service society , then the Selected Bidder shall provide services to such patients at all times including on non-working days/public holidays. Cost of services must be as per approved rates of The Secretary Bastar Jila Urban Public Service society .

(vi)The Selected Bidder has to provide home collection facility of diagnostic samples from patients at rates quoted in its Financial Bid.

(vii)The Selected Bidder is free to provide additional Tests over and above the Tests specified in Schedule II, after obtaining the prior approval of The Secretary Bastar Jila Urban Public Service society for providing such additional tests and their respective rates approve by The Secretary Bastar Jila Urban Public Service society .

(viii)The Selected Bidder shall submit TAT compliance report to The Secretary Bastar Jila Urban Public Service society on a monthly basis.

(ix)The Selected Bidder shall obtain necessary insurance cover for the equipment to be installed by him at the Diagnostic Centre, Radiology Centre and Collection Centres. The Secretary Bastar Jila Urban Public Service society shall not be responsible for any theft, loss or damage in the Project Centres.

(x)The Selected Bidder shall maintain relevant records of all the radiology and Diagnostic Services rendered by him.

(xi)The Selected Bidder shall ensure compliance with the Bio-Medical Waste Management Rules, 2016, other acts and rules applicable for running services and obtain necessary registrations or approvals from the concerned authorities. Further, all costs and expense to be incurred for ensuring compliance with the Bio-Medical Waste Management Rules, 2016 and others shall be borne by the Selected Bidder.

5.3. Equipment for the Diagnostic, Collection and Radiology Centres

(i)The selected Bidder shall procure, operate and maintain the equipment required to perform the Tests listed in Schedule II of this PIM and repair/replace them whenever there is a need for the same at each of the Project Centre.

(ii)The diagnostic equipment procured/leased/ purchased/maintained by the selected Bidder at each of the Project Centre shall be ISO, CE and USFDA certified and should be compatible with NABL technical guidelines.

(iii)The radiology equipment envisaged to be installed in the Radiology Centre by the selected Bidder shall be CE, ISO and AERB certified.

(iv)The diagnostic and radiology equipment procured/leased/purchased by the selected Bidder should not be old or refurbished.

(v)The selected Bidder should make alternative arrangements in the event of breakdown of the equipment at his own cost. The total down time of the equipment shall not be more than 3 (three) days in a month. In the event of downtime beyond 3 (three) days per month, an amount of INR. 5,000 (Indian Rupees five thousand) per day shall be recovered as penalty from the Selected Bidder.

(vi)After the Agreement period, all equipment installed at the Diagnostic Centre, Collection Centres and Radiology Centres shall be property of service provider .

5.4. NABL Accreditation

(i)The Selected Bidder shall obtain the NABL accreditation of the Diagnostic Centre and AERB accreditation for the of the Radiology Centre within 6 Months (six months) of commencement of operations of the Diagnostic and Radiology Centre and renew the same as per the provisions of the NABL/AERB guidelines. Any delay in accreditation of the Diagnostic and Radiology Centre shall attract a penalty of INR 5,000 (Indian Rupees five thousand) per day for each Diagnostic Centre and Radiology Centre after the expiry of aforesaid 6 (six) month period from the commencement of operations.

(ii)The Selected Bidder shall maintain all quality controls as required under the NABL/AERB guidelines after getting accreditation. Any cancellation, suspension or revocation of the accreditation given by AERB and NABL or non-compliance with the regulations stipulated by NABL/AERB shall be considered as an event of default resulting in the termination of the Agreement and forfeiture of the Performance Security.

5.5. Turn Around Time

(i)The Selected Bidder shall strictly adhere to the TAT mentioned for each Test in Schedule II of the RFP.

(ii)The Selected Bidder has to submit a TAT compliance report to The Secretary Bastar Jila Urban Public Service society at the end of every month, basis on which appropriate penalty would be imposed on the selected Bidder as mentioned in the RFP.

5.6. Deployment of Personnel

(i)The Selected Bidder shall deploy its qualified personnel in Project Centres at all the locations . The Secretary Bastar Jila Urban Public Service society will not provide any manpower for day to day operation of service provider.

(ii)The Selected Bidder shall ensure that the personnel deployed in the Project Centre(s) are suitably qualified and are available at all times, as per requirements of the hospitals and The Secretary Bastar Jila Urban Public Service society as intimated from time to time.

(iii)The Selected Bidder shall submit resumes of each of the personnel deployed along with the degree / certificate as mentioned below.

(iv)The qualification of radiologists, pathologists and technicians shall be as follows:

a) The radiologist shall be MD in Radiology and shall have a valid MMC certificate with minimum 3 (three) years of experience in the radiology industry;

b)The pathologist shall be MD in pathology and shall have a valid MMC certificate with minimum 3 (three) years of experience in the diagnostic industry;

c)The technician shall be CMLT/DMLT qualified and shall have a minimum 1 (one) year of experience in Diagnostic Services;

d)The staff deployed at the Diagnostic/Collection Centre(s) for sample collection must have minimum 1 (one) year of experience in sample collection;

e)The receptionist / data entry operator must be a graduate with good computer knowledge.

(v)The MMC certificate by the concerned pathologists and radiologists can be obtained after 2 (two) months of signing the Agreement.

5.7. Branding

(i) The Selected Bidder shall ensure that the Project Centres has The Secretary Bastar Jila Urban Public Service society 's logos and name which shall be clearly visible from outside.

(ii) The Selected Bidder shall write their name below the Project Centre's name in brackets mentioning "Operated and Maintained by _____]".

- (iii) Branding of project will be as per decision of The Secretary Bastar Jila Urban Public Service society . Branding of the project need to be done by the selected bidder.

5.8. General Obligations

(i)The Selected Bidder shall procure the clearances required for commencing the Diagnostic Services. The Agreementaire shall commence providing of the services only after The Secretary Bastar Jila Urban Public Service society has duly certified that all requirements of all the concerned Rules and guidelines in respect thereof have been fulfilled.

(ii)The Selected Bidder will be responsible for all the medico-legal work/ formalities for the patients undergoing diagnostic Tests. A separate record should be maintained regarding this.

(iii)The successful service provider shall not have right to sub-let assign the rights and obligations mentioned herein to any other third party, without the prior written approval from Secretary Bastar Jila Urban Public Service society .

(iv)The Selected Bidder shall abide by the advice of Secretary Bastar Jila Urban Public Service society , under whose jurisdiction the hospital falls and who shall be monitoring the Diagnostic Centre and the services provided therein.

(v)The Selected Bidder shall ensure that all the Diagnostic Services are available at all times during the tenure of the Agreement.

(vi)The Selected Bidder shall obtain Secretary Bastar Jila Urban Public Service society 's prior approval in writing before taking any of the following options:

a)Entering into a subcontract for performance of any part of services.

b)Appointing such personnel whose resumes have not been submitted to Secretary Bastar Jila Urban Public Service society .

5.9. Guidelines for operating Collection Centres

(i) The Selected Bidder shall maintain the integrity of the test sample at all stages of collection, handling and logistics to the main laboratory and shall ensure quality and standards at the Collection Centres.

(ii) Specific instructions for proper collection and handling of primary samples at the Collection Centre and transportation of these samples to the Diagnostic Centre shall be documented in a primary sample collection manual, which shall be a part of the quality system of the laboratory. A copy of this manual shall be available at the Collection Centre.

(iii) During the sample collection in Collection Centres, Selected Bidder shall ensure the safety, comfort and privacy of the patients. The Selected Bidder to ensure that Collection Centre's environmental conditions are maintained as required during the transportation of sample to avoid deterioration of sample.

(iv) Materials (Equipment, Consumables & Reagents) required for specimen collection eg. blood collection tubes, syringes, tubes, swabs etc. should always be available in adequate quantities. No expired material should be available in the Collection Centre premises at any time. A periodic check will be done by The Secretary Bastar Jila Urban Public Service society to ensure these norms are being followed and any negligence may attract penalties.

5.10. Penalty

Penalty related to Turn Around Time

The Selected Bidder shall strictly adhere to the Turn Around Time mentioned in Schedule II of the RFP. In case, the Selected Bidder fails to comply with the TAT, he shall be charged penalty, and the corresponding amount shall be deducted from the performance security deposited by the Selected Bidder on a monthly basis. The penalty related to TAT is provided in the table below:

Percentage of delayed reports	Penalty from reimbursement amount
2%	No Penalty
2-5%	10%

SCHEDULE I

location where Selected Bidder has to set up City diagnostic Centres with details

S.N.	Location	Address	Name of nearest hospital / No. of Beds/ distance from location
1.	Palika Bazar Premises Near old Bus Stang Jagdalpur, Dist-Bastar. C.G.	Palika Bazar	Maharani Hospital, Jagdalpur, Dist- Jagdalpur

SCHEDULE II

1. DIAGNOSTIC TESTS

LIST OF TESTS (LABORATORY MEDICINE / HAEMATOLOGY)	TAT
Haemoglobin (Hb)	12 hours
Total Leucocytic Count (TLC)	12 hours
Differential Leucocytic Count (DLC)	12 hours
E.S.R.	12 hours
Total Red Cell count with MCV, MCH, MCHC, DRW	12 hours
Complete Haemogram/CBC, Hb, RBC count and indices, TLC, DLC, Platelet, ESR, Peripheral smear examination	12 hours
Platelet count	12 hours
Reticulocyte count	12 hours
Absolute Eosinophil count	12 hours
Packed Cell Volume (PCV) 13 15	12 hours
Peripheral Smear Examination	12 hours
Smear for Malaria parasite	12 hours
Bleeding Time	12 hours
Osmotic fragility Test	12 hours
Bone Marrow Smear Examination	12 hours
Bone Marrow Smear Examination with iron stain	12 hours
Bone Marrow Smear Examination and cytochemistry	12 hours
Activated partial Thromboplastin Time (APTT)	12 hours
Rapid Test for malaria (Card Test)	12 hours
WBC cytochemistry for leukemia - Complete panel	12 hours
Bleeding Disorder panel- PT, APTT, Thrombin Time Fibrinogen, D-Dimer/ FDP	12 hours
Factor Assays-Factor VIII	12 hours
Factor Assays-Factor IX	12 hours
Platelet Function Test	12 hours
Tests for hypercoagulable states- Protein C, Protein S, Antithrombin	12 hours
Tests for lupus anticoagulant	12 hours
Tests for Antiphospholipid antibody IgG, IgM (for cardiolipin and B2 Glycoprotein 1)	12 hours
Thalassemia studies (Red Cell indices and Hb HPLC)	12 hours
LIST OF TESTS	TAT
Tests for Sickling / Hb HPLC)	12 hours
LABORATORY MEDICINE / BLOOD BANK	TAT
Blood Group & RH Type	12 hours
Cross match	12 hours
Coomb's Test Direct	12 hours
Coomb's Test Indirect	12 hours
cell panel- antibody screening for pregnant female	12 hours
cells panel for antibody identification	12 hours
HBs Ag	12 hours
HCV	12 hours
HIV I and II	12 hours

VDRL	12 hours
RH Antibody titer	12 hours
Platelet Concentrate	12 hours
Random Donor Platelet(RDP)	12 hours
Single Donor Platelet (SDP- Apheresis)	12 hours
LABORATORY MEDICINE / BLOOD BANK	TAT
Routine-H & E	12 days
special stain	12 days
Immunohistochemistry(IHC)	12 days
Frozen section	12 days
Paraffin section	12 days
Pap Smear	12 days
Body fluid for Malignant cells	12 days
FNAC	12 days
NAME OF INVESTIGATION / FLOW CYTOMETRY CYTOMETRY	TAT
Leukemia panel /Lymphoma panel	12 days
PNH Panel-CD55,CD59	12 days
LABORATORY MEDICINE / CYTOGENETIC STUDIES	TAT
Karyotyping	12 days
FISH	12 days
LABORATORY MEDICINE / BIO-CHEMISTRY	TAT
Blood Glucose Random	12 hours
24 hrs urine for Proteins,Sodium, creatinine	12 hours
Blood Urea Nitrogen	12 hours
Serum Creatinine	12 hours
Urine Bile Pigment and Salt	12 hours
Urine Urobilinogen	12 hours
Urine Ketones	12 hours
Urine Occult Blood	12 hours
Urine total proteins	12 hours
Rheumatoid Factor Test	12 hours
Bence Jones protein	12 hours
Serum Uric Acid	12 hours
Serum Bilirubin total & direct	12 hours
Serum Iron	12 hours
C.R.P.	12 hours

LIST OF TESTS	TAT
C.R.P Quantitative	12 hours
Body fluid (CSF/Ascitic Fluid etc.)Sugar, Protein etc.	12 hours
Albumin.	12 hours
Creatinine clearance	12 hours
Serum Cholesterol	12 hours
Total Iron Binding Capacity	12 hours
Glucose (Fasting & PP)	12 hours
Serum Calcium–Total	12 hours

HBs Ag	12 hours
HCV	12 hours
HIV I and II	12 hours
VDRL	12 hours
RH Antibody titer	12 hours
Platelet Concentrate	12 hours
Random Donor Platelet(RDP)	12 hours
Single Donor Platelet (SDP- Apheresis)	12 hours
LABORATORY MEDICINE / HISTOPATHOLOGY	TAT
Routine-H & E	12 days
special stain	12 days
Immunohistochemistry(IHC)	12 days
Frozen section	12 days
Paraffin section	12 days
LABORATORY MEDICINE / CYTOLOGY	TAT
Pap Smear	12 days
Body fluid for Malignant cells	12 days
FNAC	12 days
NAME OF INVESTIGATION / FLOW CYTOMETRY	TAT
Leukemia panel /Lymphoma panel	12 days
PNH Panel-CD55,CD59	12 days
LABORATORY MEDICINE / CYTOGENETIC STUDIES	TAT
Karyotyping	12 days
FISH	12 days
LABORATORY MEDICINE / BIO-CHEMISTRY	TAT
Blood Glucose Random	12 hours
24 hrs urine for Proteins,Sodium, creatinine	12 hours
Blood Urea Nitrogen	12 hours
Serum Creatinine	12 hours
Urine Bile Pigment and Salt	12 hours
Urine Urobilinogen	12 hours
Urine Ketones	12 hours
Urine Occult Blood	12 hours
Urine total proteins	12 hours
Rheumatoid Factor Test	12 hours
Bence Jones protein	12 hours
Serum Uric Acid	12 hours
Serum Bilirubin total & direct	12 hours
Serum Iron	12 hours

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Glucose (Fasting & PP)	12 hours
Serum Calcium–Total	12 hours
HBs Ag	12 hours
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VDRL	12 hours
RH Antibody titer	12 hours
Platelet Concentrate	12 hours
Random Donor Platelet(RDP)	12 hours
Single Donor Platelet (SDP- Apheresis)	12 hours
LABORATORY MEDICINE / HISTOPATHOLOGY	TAT
Routine-H & E	12 days
special stain	12 days
Immunohistochemistry(IHC)	12 days
Frozen section	12 days
Paraffin section	12 days
LABORATORY MEDICINE / CYTOLOGY	TAT
Pap Smear	12 days
Body fluid for Malignant cells	12 days
FNAC	12 days
NAME OF INVESTIGATION / FLOW CYTOMETRY	TAT
Leukemia panel /Lymphoma panel	12 days
PNH Panel-CD55,CD59	12 days
LABORATORY MEDICINE / CYTOGENETIC STUDIES	TAT
Karyotyping	12 days
FISH	12 days
LABORATORY MEDICINE / BIO-CHEMISTRY	TAT
Blood Glucose Random	12 hours
24 hrs urine for Proteins,Sodium, creatinine	12 hours
Blood Urea Nitrogen	12 hours
Serum Creatinine	12 hours
Urine Bile Pigment and Salt	12 hours
Urine Urobilinogen	12 hours
Urine Ketones	12 hours
Urine Occult Blood	12 hours
Urine total proteins	12 hours
Rheumatoid Factor Test	12 hours
Bence Jones protein	12 hours

Serum Uric Acid	12 hours
Serum Bilirubin total & direct	12 hours
Serum Iron	12 hours
LIST OF TESTS	TAT
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Body fluid (CSF/Ascitic Fluid etc.)Sugar, Protein etc.	12 hours
Albumin.	12 hours
Creatinine clearance	12 hours
Serum Cholesterol	12 hours
Total Iron Binding Capacity	12 hours
Glucose (Fasting & PP)	12 hours
Serum Calcium–Total	12 hours
Serum Calcium –Ionic	12 hours
Serum Phosphorus	12 hours
Total Protein Alb/Glo Ratio	12 hours
IgG.	12 hours
IgM.	12 hours
IgA.	12 hours
ANA.	12 hours
Ds DNA.	12 hours
S.G.P.T.	12 hours
S.G.O.T.	12 hours
Serum amylase	12 hours
Serum Lipase	12 hours
Serum Lactate	12 hours
Serum Magnesium	12 hours
Serum Sodium	12 hours
Serum Potassium	12 hours
Serum Ammonia	12 hours
Anemia Profile	12 hours
Serum Testosterone	12 hours
Imprint Smear From Endoscopy	12 hours
Triglyceride	12 hours
Glucose Tolerance Test (GTT)	12 hours
Triple Marker.	12 hours
C.P.K.	12 hours
Foetal Haemoglobin (HbF)	12 hours
Prothrombin Time (P.T.)	12 hours
L.D.H.	12 hours
Alkaline Phosphatase	12 hours
Acid Phosphatase	12 hours
CK MB	12 hours
CK MB Mass	12 hours
Troponin I	12 hours
Troponin T	12 hours

Glucose Phosphate Dehydrogenase (G, 6PD)	12 hours
Lithium.	12 hours
Dilantin (phenytoin).	12 hours
Carbamazepine.	12 hours
Valproic acid.	12 hours
Feritin.	12 hours

LIST OF TESTS	TAT
Blood gas analysis	12 hours
Blood gas analysis with electrolytes	12 hours
Urine pregnancy Test	12 hours
Tests for Antiphospholipid antibodies syndrome.	12 hours
Hb A1 C	12 hours
Hb Electrophoresis/ Hb HPLC	12 hours
Kidney Function Test.	12 hours
Liver Function Test.	12 hours
Lipid Profile.(Totalcholesterol,LDL,HDL,treiglycerides)	12 hours
NUTRITIONAL MARKERS	TAT
Serum Iron	2 days
Total Iron Binding Capacity	2 days
Serum Ferritin	2 days
Vitamin B12 assay	2 days
Folic Acid assay	2 days
Extended Lipid Profile.(Total	2 days
cholesterol,LDL,HDL,treiglycerides,ApoA1,Apo B,Lp(a))	2 days
Apo A1.	2 days
Apo B.	2 days
Lp (a).	2 days
CD 3,4 and 8 counts	2 days
CD 3,4 and 8 percentage	2 days
LDL.	2 days
Homocysteine.	2 days
HB Electrophoresis.	2 days
Serum Electrophoresis.	2 days
Fibrinogen.	2 days
Chloride.	2 days
Magnesium.	2 days
GGTP.	2 days
Lipase.	2 days
Fructosamine.	2 days
β2 microglobulin	2 days
Catecholamines.	2 days
Creatinine clearance.	2 days

Folic Acid assay	2 days
Extended Lipid Profile.(Total	2 days
cholesterol,LDL,HDL,treiglycerides,Apo A1,Apo B,L p(a)	2 days
Apo A1.	2 days
Apo B.	2 days
Lp (a).	2 days
CD 3,4 and 8 counts	2 days
CD 3,4 and 8 percentage	2 days
LDL.	2 days
Homocysteine.	2 days

LIST OF TESTS	TAT
HB Electrophoresis.	2 days
Serum Electrophoresis.	2 days
Fibrinogen.	2 days
Chloride.	2 days
Magnesium.	2 days
GGTP.	2 days
Lipase.	2 days
Fructosamine.	2 days
β2 microglobulin	2 days
Catecholamines.	2 days
Creatinine clearance.	2 days
Catecholamines.	2 days
OTHERS	TAT
PSA- Total.	2 days
PSA- Free.	2 days
AFP.	2 days
HCG.	2 days
CA. 125.	2 days
CA 19,9.	2 days
CA 15.3.	2 days
Vinyl Mandelic Acid	2 days
Calcitonin	2 days
Carcioembryonic antigen(CEA)	2 days
PSA- Total.	2 days
PSA- Free.	2 days
AFP.	2 days
HCG.	2 days
CA. 125.	2 days
CA 19,9.	2 days
CA 15.3.	2 days
Vinyl Mandelic Acid	2 days
Calcitonin	2 days
Carcioembryonic antigen(CEA)	2 days

PSA- Total.	2 days
PSA- Free.	2 days
AFP.	2 days
HCG.	2 days
CA. 125.	2 days
CA 19,9.	2 days
CA 15.3.	2 days
Vinyl Mandelic Acid	2 days
Calcitonin	2 days
Carcioembryonic antigen(CEA)	2 days
Immunofluorescence	2 days
Direct(Skin and kidney Disease)	2 days
Indirect (antids DNA Anti Smith ANCA)	2 days
Immunofluorescence	2 days
Serum Protein electrophoresis with immunofixationelectrophoresis (IFE)	2 days

LIST OF TESTS	TAT
BETA-2 Microglobulin assay	2 days
Anti cycloicitrullinated peptide (Anti CCP)	2 days
Anti tissuetransglutaminase antibody	2 days
Serum Erythropoetin	2 days
ACTH	2 days
HARMONES	TAT
T3, T4, TSH	2 days
T3	2 days
T4	2 days
TSH	2 days
LH	2 days
FSH	2 days
Prolactin	2 days
Cortisol	2 days
PTH(Paratharhormone)	2 days
C-Peptide.	2 days
Insulin.	2 days
Progesterone.	2 days
17-DH Progesterone.	2 days
DHEAS.	2 days
Androstendione.	2 days
Growth Hormone.	2 days

2. RADIOLOGY TESTS

The TAT for Radiology Tests is as follows:

- (i) X-ray reports - 12 hours.
- (ii) MRI and CT Scan reports - 24 hours.

List of Radiology Tests	
X-Ray	TAT
Abdomen AP Supine or Erect (One film)	
Abdomen Lateral view (one film)	
Chest PA view (one film)	
Chest Lateral (one film)	
Mastoids: Towne view, oblique views (3 films)	
Extremities, bones & Joints AP & Lateral views (Two films)	
Pelvis A.P (one film)	
T. M. Joints (one film)	
Abdomen & Pelvis for K. U. B.	
Skull A. P. & Lateral (2 films)	
Spine A. P. & Lateral (2 films)	
PNS view (1 film)	
X RAY CONTRAST STUDIES	TAT
Barium Swallow	
Barium Upper GI study	
Barium Upper GI study (Double contrast)	

List of Radiology Tests	TAT
Barium Meal follow through 9	
Barium Enema (Single contrast/double contrast) 8	
Small bowel enteroclysis	
(Endoscopic Retrograde Cholangio – Pancreatography)	
al :Fistulography /Sinography/Sialography	
/Dacrocystography/ T-Tube cholangiogram/Nephrostogram	
Percutaneous transhepatic cholangiography (PTC)	
Intravenous Pyelography (IVP)	
Micturating Cystourethrography (MCU)	
Retrograde Urethrography (RGU)	
Contrast Hystero-Salpingography (HSG)	
X ray - Arthrography	
Cephalography	
Myelography	
Diagnostic Digital Subtraction Angiography (DSA)	
CT SCAN	TAT
CT Head-Without Contrast	
CT Head- with Contrast (+/- CT angiography)	
C. T. Chest - without contrast (for lungs)	

C. T. Scan Lower Abdomen(incl. Pelvis) With Contrast	
C. T. Scan Lower Abdomen(Incl. Pelvis) Without Contrast	
C. T. Scan Whole Abdomen Without Contrast	
C. T. Scan Whole Abdomen With Contrast	
Triple Phase CT abdomen	
CT angiography abdomen/ Chest	
CT Enteroclysis	
C. T. Scan Neck – Without Contrast	
C. T. Scan Neck – With Contrast	
C. T. Scan Orbits - Without Contrast	
C. T. Scan Orbits - With Contrast	
C. T. Scan of Para Nasal Sinuses- Without Contrast	
C. T. Scan of Para Nasal Sinuses - With Contrast	
C. T. Spine (Cervical, Dorsal, Lumbar, Sacral)– without contrast	
CT Temporal bone – without contrast	
CT - Dental	
C. T. Scan Limbs -Without Contrast	
C. T. Scan Limbs -With Contrast including CT angiography	
C.T. Guided intervention –FNAC	
C.T. Guided Trucut Biopsy	
C. T. Guided intervention -percutaneous catheter drainage / tube placement	
MRI	TAT
MRI Head – Without Contrast	
MRI Head – With Contrast	

List of Radiology Tests	TAT
MRI Orbits – Without Contrast	
MRI Orbits – With Contrast	
MRI Nasopharynx and PNS – Without Contrast	
MRI Nasopharynx and PNS – With Contrast	
MR for Salivary Glands with Sialography	
MRI Neck - Without Contrast	
MRI Neck- with contrast	
MRI Shoulder – Without contrast	
MRI Shoulder – With contrast	
MRI shoulder both Joints - Without contrast	
MRI Shoulder both joints – With contrast	
MRI Wrist Single joint - Without contrast	
MRI Wrist Single joint - With contrast	
MRI Wrist both joints - Without contrast	
MRI Wrist Both joints - With contrast	
MRI knee Single joint - Without contrast	
MRI knee Single joint - With contrast	
MRI knee both joints - Without contrast	

MRI knee both joints - With contrast	
MRI Ankle Single joint - Without contrast	
MRI Ankle single joint - With contrast	
MRI Ankle both joints - With contrast	
MRI Ankle both joints - Without contrast	
MRI Hip - With contrast	
MRI Hip – without contrast	
MRI Pelvis – Without Contrast	
MRI Pelvis – with contrast	
MRI Extremities - With contrast	
MRI Extremities - Without contrast	
MRI Temporomandibular – B/L - With contrast	
MRI Temporomandibular – B/L - Without contrast	
MR Temporal Bone/ Inner ear with contrast	
MR Temporal Bone/ Inner ear without contrast	
MRI Abdomen – Without Contrast	
MRI Abdomen – With Contrast	
MRI Breast - With Contrast	
MRI Breast - Without Contrast	
MRI Spine Screening - Without Contrast	
MRI Chest – Without Contrast	
MRI Chest – With Contrast	
MRI Cervical/Cervico Dorsal Spine – Without Contrast	
MRI Cervical/ Cervico Dorsal Spine – With Contrast	
MRI Dorsal/ Dorso Lumbar Spine - Without Contrast	

List of Radiology Tests	TAT
MRI Dorsal/ Dorso Lumbar Spine – With Contrast	
MRI Lumbar/ Lumbo-Sacral Spine – Without Contrast	
MRI Lumbar/ Lumbo-Sacral Spine – With Contrast	
Whole body MRI (For oncological workup)	
MR cholecysto-pancreatography.	
MRI Angiography - with contrast	
MR Enteroclysis	

JOINT BIDDING AGREEMENT

NA

FINANCIAL BID

(To be Submitted Online Only)

Date: _____

.....

.....

Kind Attention: _____

Subject: : Project Centres at various locations specified in the PIM of the RFP bearing no: _____ on development, operation and maintenance basis, as applicable.

Dear Sir,

1. We the undersigned Bidder, submit the following as our Financial Bid in response to the RFP issued

“[]% of Discount offered on NABL CGHS rate” (Online Only)

2. We confirm that the Financial Bid conforms to all the terms and conditions stipulated in the RFP.

3. We confirm that our Financial Bid is FINAL in all respects and contains NO conditions.

4. We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

5. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to design, build, finance, operate and transfer the Project, in the event that we are finally selected.

Yours sincerely,

Name of the Bidder

Signature of the Authorized Person

_____ Company seal & stamp

Procurement Guideline

INFORMATION & INSTRUCTIONS TO THE BIDDERS

FOR

ONLINE ELECTRONIC CHHATTISGARH GOVERNMENT PROCUREMENT SYSTEM (eGPS)

Special Conditions & instructions for online Electronic Government Procurement System(online e-GPS) as given in the subsequent pages will prevail over the conditions stated in the RFP documents in the previous pages, wherever relevant and applicable.

1. Registration of the Bidders on Chhattisgarh Government e-Procurement Portal <http://eproc.cgstate.gov.in>
2. All the bidders in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on <https://eproc.cgstate.gov.in>

Set-up of Machine: In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to install some utilities in his machine as per the instructions given in (Available for download on the e-procurement portal).

Obtaining a Digital Certificate: The bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying The Secretary Bastar Jila Urban Public Service society , authorized by the Controller of Certifying Authorities, Government of India .A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

Important Note: Bid for a particular tender may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

In case of online tendering, the digital certificate issued to the authorized user of a firm and used for electronic tendering will be considered equivalent to a no-objection certificate/power of attorney to that user. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian IT Act 2000. Unless the certificate is revoked, it will be assumed to represent adequate The Secretary Bastar Jila Urban Public Service society of the user to bid on behalf of the firm for Health Department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firm to inform the Certifying The Secretary Bastar Jila Urban Public Service society or Sub Certifying The Secretary Bastar Jila Urban Public Service society, if the authorized user changes, and apply for a fresh digital certificate and issue a fresh 'authorization certificate' for the new user.

The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment account: For Submitting the bids online Bidders are required to make online payment for Bid Submission fee using the electronic payments gateway service as mentioned in the List of online payment modes. The bid submission fee is over and above the Tender Processing fee and EMD to be paid to be paid online, while bid submission online.

Arrangements have been made for Bidders to make payments online via RTGS/Credit Card / Cash Cards /Internet Banking.

4. Payment for submission of bids online: The tender documents may be downloaded online directly by eligible Bidders. The Bidders are required to make the payment for bid submission through online payment modes mentioned in Point No. 3 above.

The suppliers can submit the bids by making online payment of submission fees using the service of the secure electronic payments gateway, and should print out the system generated receipt for their reference which can be produced whenever required. The secure electronic payments gateway is an online interface between Bidders and credit card / online payment authorization networks. Submission of bids, EMD and other documents will be governed by the time schedule given under "Key Dates" on the online e-Procurement System portal for the particular tender.

5. Tender Download: Eligible Bidders can download the Tender Document online.
6. Submission of Bid Seal of online bids: The online submission of bids will be preceded by submission of the "digitally signed bid seal" as stated in the tender time schedule (Key Dates) published in the NIT. The contractor cannot change any bid data after the generation of bid seal.

7. Submission of Earnest Money Deposit: The bidder will be required to submit their Tender processing fee and Earnest Money Deposit by way of E-transfer to the Bank Account details as mentioned as per clause (iii) of Section 3 General Conditions of this tender document. In case the bidder is exempted from submitting EMD, the exemption certificate should be uploaded by the bidder. The Supplier will also upload scanned copy of EMD Transfer receipt along with other details during online bidding.

8. Opening of Tender documents: The Secretary Bastar Jila Urban Public Service society receiving the tenders or his duly authorized officer shall first open the "Cover A" of all the bidders and check for the validity of Tender Processing Fee & EMD as required by UPSS. In case, the requirements are incomplete, the Technical Bid as submitted in of the concerned bidder received shall not be opened.

The Secretary Bastar Jila Urban Public Service society shall then open the tenders submitted by the suppliers online through the e-procurement website.

9. Key Dates: The bidders are strictly advised to follow the tender schedule (Key dates as per section 1.3) for their side of tasks and responsibilities to submit their bids, as the system is time and date locked.

DRAFT AGREEMENT

This **AGREEMENT** signed at _____, on the _____ day of _____ (month) _____ (year)

BY

Urban Public Service Societyrepresented by the **Secretary** _____ having its office at _____ hereinafter referred to as “ **The Authorities**” (which expression shall, unless excluded by or repugnant to or inconsistent with the context , mean and include the successors-in-office and permitted assigns), **FIRST PART**

AND

M/s _____, an Organization engaged in the Diagnostic and Pathology sector is a company incorporated under the Companies Act, 1956 having its registered office at _____, / NGO registered under the Society Registration Act of 1860/The Indian Trusts Act of 1982/The Co-operative Societies Registration Act or The Statutory Body or The Professional Association or The Social Welfare Organization and holding valid registration represented by its _____, namely _____ and having its main office at _____, in the District of _____ in the State of _____, India, hereinafter referred to as “**the Service Provider**”, **SECOND PART.**

WHEREAS

- A. The Department of Urban Administration and Development , Government of Chhattisgarh (GoCG) has taken initiatives to establish the appropriate delivery system to the patients of the state for improved access to good quality pathology and radiology diagnostic service to suit the requirement of the patients at reasonable price by involving suitable and competent private sector organizations and use their strengths for establishment of operation of Discounted Diagnostic and Pathology Service (DDPS) under state sponsored scheme namely “City Diagnostic centre Yojana “ in thecity .
- B. The purpose of this initiative is to ensure availability of quality pathology and diagnostic services at pre-approved discounted rates over the Central Government Medical Service Rates of New Delhi (CGHS) to provide utmost benefits to the patients through the Discount outlets (Project Centre) withincity.
- C. Project centre planned have been Operationalised till 2021 in different parts in the city and will start functioning for the benefit of the patients. For this purpose Government of Chhattisgarh formulated a Scheme “City Diagnostic centre Yojana “ and established a system for engagement of private sector for professional management and operation of

DDPS and Urban Public service society for hand holding and support to city and private sector as a implementing agency for this project.

- D. The UPSS thereafter invited proposals along with defined selection criteria from eligible private parties for implementing the scheme (as hereinafter defined) in selected Building of city and in response thereto received proposals from several such parties including the Service Provider for the same.

After evaluating the proposals as per the selection criteria, the UPSS accepted the proposal submitted by the Service Provider, whose **discount bid** was found most competitive and appropriate based on quality and cost basis i.e. _____% **discount on CGHS** rates of New Delhi **of all items** as incorporated under **Schedule I** of this agreement for operation of the Discount outlet in _____ **city** and the selected party was accordingly given offer to establish the Discount outlet in _____ vide LoA No **Dated:**

NOW THIS AGREEMENT WITNESSETH as follows: -

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

“Acts and Rules” means The Municipal Corporation Act 1956, Other state and Central Government /State Government Act applicable for Management and Operation of Diagnostic and Pathology Centre and relevant rule as amended from time to time and shall include any statutory replacement or re-enactment thereof.

“Agreement” means this agreement including schedules hereto, as of the date hereof and includes any amendment hereto made in accordance with the provisions hereof.

“Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including the Act, judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement. **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Clearance” means any consent, license, approval, registration, certification, exemption, permit, sanction or other authorization of any nature which is required to be granted by any Government The Secretary Bastar Jila Urban Public Service society for implementation of the Scheme and for all such other matters as may be necessary in connection with the implementation of the Scheme.

“Agreement Period” shall have the meaning ascribed to it in Article 2.2 of this Agreement

“DoUAD” means The Department of Urban Administration and Development , Government of Chhattisgarh

“Discount Outlet” means the CDC that the Service Provider is to set up in allotted space for providing pathology and diagnostic services as described in **Schedule I** of this agreement at the discounted rate over CGHS as per terms of this agreement

“GoCG” means the Government of the state of Chhattisgarh

“Government Agency” means GoCG, UPSS, Municipal Corporation or any state government or governmental department, commission, board, body, bureau, agency, The Secretary Bastar Jila Urban Public Service society , instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Service Provider or any portion thereof, or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement.

“UPSS Authorities” means the competent body in the UPSS who are responsible for regulating/monitoring the operations of the Discount Outlet under City Diagnostic Centre scheme.

“ Site” OR “CDC ” means the Building no. _____ area within the City, particulars whereof are set out in **Schedule ‘II’** in which the Discount Outlet is to be implemented and the Standard Services to be provided by the Service Provider in accordance with this Agreement.

‘ Month’ means English Calendar Month

“CGHS” means Central Government Health Service Rates of New Delhi

“Municipal Acts and Rules” means The Municipal Corporation Act 1956, and rules bylaws frames under act as amended from time to time and shall include any statutory replacement or re-enactment thereof.

“PSP” means the Private Sector Partner selected for operation of the project under Scheme.

“Rate” means the pre approved discounted rate over CGHS New Delhi as per terms of this agreement chargeable for Pathology and Diagnostic incorporated under **Schedule 1** of this agreement and prescribed by the UPSS.

“Scheme” means the scheme “City Diagnostic centre Yojana” promulgated by the GoCG for and in respect of the establishment and operationalisation City Diagnostic Centre.

“Termination” means early termination of this Agreement pursuant to Article 7 of this Agreement.

“Complaint Redressal Committee” shall mean the committee appointed by The Secretary Bastar Jila Urban Public Service society for redressal of grievances.

“Collection Centres” shall mean the collection centres to be set up, operated and maintained by the Selected Bidder for the purpose of collecting samples for pathology tests at various location. As per Business need selected bidder may start collection centre on need basis.

“Diagnostic Centre” shall mean and refer to the 1 (one) diagnostic centre cum pathology centre to be set up, operated and maintained by the Selected Bidder at.....

“Diagnostic Services” shall mean and refer to such services including but not limited to tests, services, collections of samples, Logistics of samples from home and collection centre to the Diagnostic Centre and ancillary services as specified in Schedule II of this PIM.

“CMLT” shall mean Certificate in Medical Lab Technology.

“DMLT” shall mean Diploma in Medical Lab Technology.

“MD” shall mean Doctor of Medicine.

“Project Centres” shall mean collectively the integrated Diagnostic Centre , Collection Centres, pathology lab , X-Ray Centres and Radiology Centres. Pathology centre , USG centre

“Radiology Centre” shall mean and refer to the 1 (one) diagnostic centre to be set up, operated, and maintained by the Selected Bidder at project centre .

“Tests” shall mean all the diagnostic tests as specified in Schedule II of this PIM.

“Turn Around Time” or **“TAT”** shall mean the time within which the test report is delivered to the patient via email after collection of the sample or completion of the scan or test, as the case may be. The TAT for each test has been specifically provided in Schedule II of this PIM.

“Unique Identification Number” shall mean a unique code allocated at the time of registration to every patient, who is tested at the Diagnostic Centre.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires,

- a any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- c the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities
(whether or not having a separate legal entity); the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement; the words "include" and "including" are to be construed without limitation; for any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to a english calendar month; the Schedules 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;
- i any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Agency shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Monitoring Agency, as the case may be, in this behalf and not otherwise; unless otherwise stated, 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 and dates.

ARTICLE 2

Agreement

2.1 Signing of Agreement

- a Subject to and in accordance with the terms and conditions set forth in this Agreement, The Secretary Bastar Jila Urban Public Service society hereby grants and authorizes the Service Provider to operate and maintain the Discount Outlet of City Diagnostic Centre , and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (“the Agreement”).

a. Agreement Period

- a. The Agreement hereby granted is for a period of Fifteen (15) years commencing from the date hereof and ending with _____ (“the Agreement Period”) during which the Service Provider is authorized to operate the CDC in accordance with the provisions .
- b. Provided that The Authorities shall be entitled to review the performance of the Service Provider at the end of every year from the date hereof based upon conditions laid out in point __ of this agreement.
- c. Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date.

2.3 Acceptance of Agreement : a The Service Provider hereby accepts the Agreement and agrees and undertakes to implement the scheme to operate the CDC and to perform/discharge all of its obligations in accordance with the provisions hereof.

2.4 Building Site & Utilities

1. The Secretary Bastar Jila Urban Public Service society has on the date hereof handed over to the Service Provider physical possession of the Building Site free from Encumbrance. The The Secretary Bastar Jila Urban Public Service society hereby represents that the Building site as specified under **Schedule II** of this agreement is ready-to-use and adequate for the CDC, as per the norms of the Act and Rules as amended time to time.
 - a. The Service Provider shall have the right to the use of the Building Site as mentioned under ‘a’ above with a Total built up structure comprising ____ sq.ft (____ sq.metre) for which the Service Provider has agreed to pay monthly Rent -----as per assessed rate as defined in scheme.
 - b. The Service Provider shall make the payment for rent to the UPSS of the concerned city by RTGS on or before 5th of each English calendar month.
 - c. The Service Provider shall not part with or create any Encumbrance on the whole or any part of the Building Site.
 - d. The Service Provider shall not, except with the prior permission in writing of The Authorities carry out any structural or major modifications in the Building Site but shall be entitled to make such modifications as may be necessary in its opinion for operation of the CDC. Provided, any such modifications should be in accordance with the Acts and Rules mentioned under Article 1 and Municipal Corporation Act 1956 as amended time to time and in conjunction with the Municipal Corporation of the concerned city.
 - e. The Service Provider shall not without the prior written consent or approval of The Authorities use the Site for any purpose other than for the purpose of the CDC and purposes incidental or necessary thereto.

- f. At all times during the pendency of this Agreement, The Authorities shall provide/arrange for Utilities for the CDC. The water supply shall be free of cost. The PSP will arrange at their cost installation of the electrical connection and augmentation if required up to the door step of the operating site for the facilities undertaken under scheme. A separate meter shall be installed by the Service Provider at its own cost to record the electricity consumed at the CDC and the Service Provider shall make timely payment for the electricity consumed in accordance with the prevailing rates of the Energy Supplier directly. Necessary NOC from the competent The Secretary Bastar Jila Urban Public Service society of the concerned city will be provided to the Service Provider for procurement of separate electric meter for which the applicable security deposit and installation charges within the operating Building under scheme will be borne by the PSP.
- g. **The display board , colour scheme and other branding parameter of the CDC shall indicate in pre approved branding plan of GoCG. Hereby PSP agrees to comply of this branding plan.**

ARTICLE 3

PERFORMANCE SECURITY

- a The Service Provider shall furnish **The Performance Security of Rs _____** (figures) _____ (in words) in the form of Bank Guarantee Deposit with any nationalized/ scheduled Bank acceptable to the UPSS valid for **15 years** from the date of execution. The Bank Guarantee details has been provided as Schedule 3 of this Agreement.
- b The Performance Security as stated above under ‘a’ shall be liable to be forfeited if this agreement is terminated before its due date of completion for any of the default by the Service Provider specified under Article 6 entitling The Authorities to terminate this Agreement .
- c In the event of renewal of this agreement for another term for years after the date of expiry of this agreement, fresh performance security shall be required to be deposited by the Service Provider as per the amount and terms decided by The Authorities.

ARTICLE 4 SERVICE PROVIDER'S OBLIGATIONS

4.1 Implementation of the scheme for the CDC

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Service Provider shall have the following obligations:

- a The Service Provider shall procure the necessary licenses required for commencing the CDC including the licenses required under the Acts and Rule as amended hereafter. The attested copies of these documents need to be submitted to The Authorities for their record.

- b The Service Provider shall within Two month of the date of this Agreement undertake necessary internal refurbishing and furnishing, equip and commission the Building Site with such furniture, equipment and goods as may be required for the successful operation of CDC. The process of equipping and commissioning shall be carried out by the Service Provider at its own cost and expense
- c The Service Provider shall undertake the entire operation and management of the CDC at their own cost including procurement of the items and deployment of manpower.
- d The Service Provider shall deploy Manpower and personnel with appropriate qualifications and numbers as per proposal submitted in its application and train them to manage the CDC for the services incorporated on quality and timely delivery under Schedule 1.
- e It is obligatory on the part of the Service Provider to prove the identity of all the personnel engaged in the CDC through the Identity Card issued by The Service Provider in format approved by Secretary Bastar Jila Urban Public Service society .
- f The Service Provider shall commence operation of the CDC only after The Service provider have duly self certified that all requirements of the Acts and Rules as amended time to time in respect thereof have been fulfilled.
- g Provided, the Service Provider shall procure such certification of The Authorities latest by **one (1)** month from the date hereof failing which this Agreement shall be liable to be terminated.

4.2 Operation, Management and Maintenance of the CDC

A. The Service Provider shall operate the CDC timingfor all the 365 days of the year

B. Service delivery etc

4.2.1 The Service Provider shall provide services as mentioned under to meet the requirements of the patients seeking pathology and diagnostic services . The reagent, products, consumable and machinery related to approved services to be stocked in sufficient quantity by the Service Provider. List of minimum services are to be provided under Schedule 1 of this Agreement

4.2.2 Minimum Services and its Turn Around Time will be As per the list of service items provided under **Schedule 1 of the Agreement**. More number of services will be added in

the above list of items as and when required to meet the need of the patients under this purview of this scheme.

- 4.2.3 Apart the items mentioned above under “1” above, the Service Provider shall be allowed to provide more pathology and diagnostic services other than the mandatory list of items as mentioned under ‘1’ above to meet the requirements of the customers. In addition, if the CGMS rates for any of the items is not available, such items shall be sold under other items but before delivery of these item prior rate approval of The Secretary Bastar Jila Urban Public Service society is mandatory .Optimum delivery of number of services will have to be maintained by the Service Provider to avoid unforeseen situations. The Service Provider shall ensure minimum 90 % availability of all line items at all times during the tenure of the agreement. The computerized cash memo issued by the CDC will indicate name of services, discounted rate , CGMS rates , Market rate etc and other informantion as per requirement of Acts and Rules. Computerized cash memos with relevant information as required will also be provided for all other services provided / sold in the CDC . All cash memos will indicate the discount given. All products will be sold to the patients against valid prescription of the Doctor at ____ % discount on CGHS. Format for Memo will be approved by The Secretary Bastar Jila Urban Public Service society .
- 4.2.4 Percentage discount as mentioned under‘3’ above will be applicable on the CGHS New Delhi Rates mentioned and will be inclusive of GST, if applicable. No other component/taxes will be levied on the discounted price.
- 4.2.5 Items procured, if any, for use of any of the any Government Department shall be rooted through the Secretary of the concerned UPSS and reimbursement for such claim shall be made by the concerned Department on production of relevant documents viz copy of requisition slip and proof of supply duly approved by The Secretary Bastar Jila Urban Public Service society .
- 4.2.6 The Service provider shall set up minimum 1(one) full scale Diagnostic Centre at location specified by UPSS as mentioned in schedule and Collection Centres in the remaining location as defined in this document .
- 4.2.7 Diagnostic Centre: The Selected Bidder shall set up, operate and maintain a high-end Radiology Centre for the patients with the following facilities at

Quantity (Number) of machine must be fix as per approved TAT, project site space and business need of service provider with close coordination with UPSS as per approved phasing based on DAS as per condition set out in RFP.

32 Slice CT Scan

1.5 T MRI Machine

Digital X-Ray

USG

Pathology centre for listed and proposed services

(iii) Any modification/alteration/addition in the Project Centres have to be undertaken by the Selected Bidder at his own cost with permission of Secretary Bastar Jila Urban Public Service society . The Selected Bidders shall visit the sites to check the status and The Secretary Bastar Jila Urban Public Service society shall assist the Selected Bidders in this activity.

(iv) The Selected Bidder shall ensure commencement of operations within 2 (two) months after handing over the premises by Secretary Bastar Jila Urban Public Service society . After expiry of 2 (two) months, 0.1% (point one percent) of Estimated Total Project Cost per day will be recovered as penalty for delay of Project for the next 2 (two) months. Upon expiry of the 2 (two) month period, The Secretary Bastar Jila Urban Public Service society shall be entitled to forfeit the performance security along with termination of the Agreement.

(v) The collection of samples from the premises as mentioned in Schedule I will be undertaken by Secretary Bastar Jila Urban Public Service society . However, the cost of consumables required for sample collection at these places and the costs of logistics from these places to the Diagnostic Centre shall be borne by the Selected Bidder. The Selected Bidder shall have to perform Tests on those samples and handover / send reports in accordance with the TAT as mentioned in Schedule II of this PIM.

(vi) The Selected Bidder shall procure all medical and non-medical equipment, furniture, beds, linen, mattresses, stationery, drugs, reagents, consumables, non-consumables, and any other material or service required to run the laboratory/collection services, at their own cost. Further, the Selected Bidder shall replace/repair the infrastructure as and when need arises during the Agreement Period.

(vii) The Selected Bidder at its own cost shall install a server based Lab Information Management System (LIMS) software connecting the Collection Centres to the main Diagnostic Centre/Radiology Centre, as applicable for maintaining the records and sending reports of the patients coming for Tests.

(vii)The Selected Bidder shall establish a call centre/online help service for the purpose of home collection services. Service provider must utilize mobile app /web service /Manual services established / develop by UPSS for home collection service . service provider must collect sample for above services within 24 hrs.

(ix)The call records shall be preserved by the Selected Bidder for a period of 3 (three) months.

(x)The Selected Bidderhas to install a token system for patients and will need to maintain a database of all the patients being serviced and generate a Unique Identification Number for each new patient. For this purpose, the selected Bidder shall procure appropriate hardware and software required to maintain records of all patients and Tests/procedures being conducted and the cost of the same shall be included within the price quoted by the selected Bidder in its Financial Bid.

(xi)The Selected Bidder shall install security cameras in the Project Centres at his own cost for security purposes. The recordings shall be stored with the selected Bidder for a minimum duration of 3 (three) months. The cameras should cover the area near the complaint box and the registration counters at each Project Centre.

(xii)The Selected Bidder shall permanently fix a metal board at the Project Centres displaying the entire list of Tests with their respective discounted rates and turn around time as defined in CGHS notification. The font size on the display board shall be provided by Secretary Bastar Jila Urban Public Service society . However, these rates and TAT shall be subject to change in NABL CGHS rates, if any.

(xiii)The selected Bidder shall set up a complaint box inside the Project Centres, access to which shall be with Secretary Bastar Jila Urban Public Service society . The complaints would be addressed by the Complaint Redressal Committee constituted by Secretary Bastar Jila Urban Public Service society .

(xiv)The successful service provider shall execute the Agreement with The Secretary Bastar Jila Urban Public Service society concerned within 30 (thirty) days from the date of letter of award (LOA).

(xv)Upon expiry of the term of the Agreement, the selected Bidder shall handover the possession of the Project premises in proper condition to The Secretary Bastar Jila Urban Public Service society within 60 (sixty) days from the date of expiry or termination of the Agreement. It is clarified that the selected Bidder shall be liable for any acts and omissions during the said 60 (sixty) day period until the satisfactory handover of the Project premises, upon expiry of the Agreement Period. In case of non-compliance or failure to handover the Project premises, a sum of INR 5000 (Indian Rupees five thousand) per day shall be payable by the Selected Bidder as liquidated damages to The Secretary Bastar Jila Urban Public Service society until the handing over of possession of the Project premises.

4.3 Services

(i)The Selected Bidder shall quote a Discount percentage (n the NABL CGHS rates at which it would be providing the services to all categories of patients. However, till the time the Selected Bidder does not have a valid NABL accreditation for its laboratories, the Selected Bidder shall charge the quoted Discount percentage of Non-NABL CGHS rates, as mentioned in Schedule II.

(ii)The Selected Bidder shall perform all diagnostic Tests as specified in the Schedule II to this PIM and send the Test reports to the patients within the specified TAT against each Test per the Schedule II.

(iii)The Selected Bidder shall provide services on 24 x 7 basis at the Project Centres.

(iv)If any in-patients are referred for radiology or diagnostic investigation by any doctor of hospitals operated by The Secretary Bastar Jila Urban Public Service society or approve by The Secretary Bastar Jila Urban Public Service society , then the Selected Bidder shall provide services to such patients at all times including on non-working days/public holidays. Cost of services must be as per approved rates of The Secretary Bastar Jila Urban Public Service society .

(vi)The Selected Bidder has to provide home collection facility of diagnostic samples from patients at rates quoted in its Financial Bid.

(vii)The Selected Bidder is free to provide additional Tests over and above the Tests specified in Schedule II, after obtaining the prior approval of The Secretary Bastar Jila Urban Public Service society for providing such additional tests and their respective rates approve by The Secretary Bastar Jila Urban Public Service society .

(viii)The Selected Bidder shall submit TAT compliance report to The Secretary Bastar Jila Urban Public Service society on a monthly basis.

(ix)The Selected Bidder shall obtain necessary insurance cover for the equipment to be installed by him at the Diagnostic Centre, Radiology Centre and Collection Centres. The Secretary Bastar Jila Urban Public Service society shall not be responsible for any theft, loss or damage in the Project Centres.

(x)The Selected Bidder shall maintain relevant records of all the radiology and Diagnostic Services rendered by him.

(xi)The Selected Bidder shall ensure compliance with the Bio-Medical Waste Management Rules, 2016, other acts and rules applicable for running services and obtain necessary registrations or approvals from the concerned authorities. Further, all costs and expense to be incurred for ensuring compliance with the Bio-Medical Waste Management Rules, 2016 and others shall be borne by the Selected Bidder.

4.4 Equipment for the Diagnostic, Collection and Radiology Centres

(i)The selected Bidder shall procure, operate and maintain the equipment required to perform the Tests listed in Schedule II of this PIM and repair/replace them whenever there is a need for the same at each of the Project Centre.

(ii)The diagnostic equipment procured/leased/ purchased/maintained by the selected Bidder at each of the Project Centre shall be ISO, CE and USFDA certified and should be compatible with NABL technical guidelines.

(iii)The radiology equipment envisaged to be installed in the Radiology Centre by the selected Bidder shall be CE, ISO and AERB certified.

(iv)The diagnostic and radiology equipment procured/leased/purchased by the selected Bidder should not be old or refurbished.

(v)The selected Bidder should make alternative arrangements in the event of breakdown of the equipment at his own cost. The total down time of the equipment shall not be more than 3 (three) days in a month. In the event of downtime beyond 3 (three) days per month, an amount of INR. 5,000 (Indian Rupees five thousand) per day shall be recovered as penalty from the Selected Bidder.

(vi)After the Agreement period, all equipment installed at the Diagnostic Centre, Collection Centres and Radiology Centres shall be property of service provider .

4.5 NABL Accreditation

(i)The Selected Bidder shall obtain the NABL accreditation of the Diagnostic Centre and AERB accreditation for the of the Radiology Centre within 6 Months (six months) of commencement of operations of the Diagnostic and Radiology Centre and renew the same as per the provisions of the NABL/AERB guidelines. Any delay in accreditation of the Diagnostic and Radiology Centre shall attract a penalty of INR 5,000 (Indian Rupees five thousand) per day for each Diagnostic Centre and Radiology Centre after the expiry of aforesaid 6 (six) month period from the commencement of operations.

(ii)The Selected Bidder shall maintain all quality controls as required under the NABL/AERB guidelines after getting accreditation. Any cancellation, suspension or revocation of the accreditation given by AERB and NABL or non-compliance with the regulations stipulated by NABL/AERB shall be considered as an event of default resulting in the termination of the Agreement and forfeiture of the Performance Security.

4.6 Turn Around Time

(i)The Selected Bidder shall strictly adhere to the TAT mentioned for each Test in Schedule II of the RFP.

(ii)The Selected Bidder has to submit a TAT compliance report to The Secretary Bastar Jila Urban Public Service society at the end of every month, basis on which appropriate penalty would be imposed on the selected Bidder as mentioned in the RFP.

4.7 Deployment of Personnel

(i)The Selected Bidder shall deploy its qualified personnel in Project Centres at all the locations . The Secretary Bastar Jila Urban Public Service society will not provide any manpower for day to day operation of service provider.

(ii)The Selected Bidder shall ensure that the personnel deployed in the Project Centre(s) are suitably qualified and are available at all times, as per requirements of the hospitals and The Secretary Bastar Jila Urban Public Service society as intimated from time to time.

(iii)The Selected Bidder shall submit resumes of each of the personnel deployed along with the degree / certificate as mentioned below.

(iv)The qualification of radiologists, pathologists and technicians shall be as follows:

b) The radiologist shall be MD in Radiology and shall have a valid MMC certificate with minimum 3 (three) years of experience in the radiology industry;

b)The pathologist shall be MD in pathology and shall have a valid MMC certificate with minimum 3 (three) years of experience in the diagnostic industry;

c)The technician shall be CMLT/DMLT qualified and shall have a minimum 1 (one) year of experience in Diagnostic Services;

d)The staff deployed at the Diagnostic/Collection Centre(s) for sample collection must have minimum 1 (one) year of experience in sample collection;

e)The receptionist / data entry operator must be a graduate with good computer knowledge.

(v)The MMC certificate by the concerned pathologists and radiologists can be obtained after 2 (two) months of signing the Agreement.

4.8 Branding

- (iv) The Selected Bidder shall ensure that the Project Centres has The Secretary Bastar Jila Urban Public Service society 's logos and name which shall be clearly visible from outside.
- (v) The Selected Bidder shall write their name below the Project Centre's name in brackets mentioning "Operated and Maintained by _____]".
- (vi) Branding of project will be as per decision of The Secretary Bastar Jila Urban Public Service society . Branding of the project need to be done by the selected bidder.

4.9 General Obligations

(i)The Selected Bidder shall procure the clearances required for commencing the Diagnostic Services. The Agreementaire shall commence providing of the services only after The Secretary Bastar Jila Urban Public Service society has duly certified that all requirements of all the concerned Rules and guidelines in respect thereof have been fulfilled.

(ii)The Selected Bidder will be responsible for all the medico-legal work/ formalities for the patients undergoing diagnostic Tests. A separate record should be maintained regarding this.

(iii)The successful service provider shall not have right to sub-let assign the rights and obligations mentioned herein to any other third party, without the prior written approval from Secretary Bastar Jila Urban Public Service society .

(iv)The Selected Bidder shall abide by the advice of Secretary Bastar Jila Urban Public Service society , under whose jurisdiction the hospital falls and who shall be monitoring the Diagnostic Centre and the services provided therein.

(v)The Selected Bidder shall ensure that all the Diagnostic Services are available at all times during the tenure of the Agreement.

(vi)The Selected Bidder shall obtain Secretary Bastar Jila Urban Public Service society 's prior approval in writing before taking any of the following options:

a)Entering into a subcontract for performance of any part of services.

b)Appointing such personnel whose resumes have not been submitted to Secretary Bastar Jila Urban Public Service society .

4.10 Guidelines for operating Collection Centres

- (v) The Selected Bidder shall maintain the integrity of the test sample at all stages of collection, handling and logistics to the main laboratory and shall ensure quality and standards at the Collection Centres.
- (vi) Specific instructions for proper collection and handling of primary samples at the Collection Centre and transportation of these samples to the Diagnostic Centre shall be documented in a primary sample collection manual, which shall be a part of the quality system of the laboratory. A copy of this manual shall be available at the Collection Centre.
- (vii) During the sample collection in Collection Centres, Selected Bidder shall ensure the safety, comfort and privacy of the patients. The Selected Bidder to ensure that Collection Centre's environmental conditions are maintained as required during the transportation of sample to avoid deterioration of sample.
- (viii) Materials (Equipment, Consumables & Reagents) required for specimen collection eg. blood collection tubes, syringes, tubes, swabs etc. should always be available in adequate quantities. No expired material should be available in the Collection Centre premises at any time. A periodic check will be done by The Secretary Bastar Jila Urban Public Service society to ensure these norms are being followed and any negligence may attract penalties.

C. Service delivery Quality Assurance for the CDC

1. The Service Provider will provide standard quality of machines, analyzer, reagent, consumables, surgical items, and other items/appliances considering quality of services on paramount. The quality of test must follow NABL and CGHS standards.
2. List of test/services prescribed in this agreement is based on primary research of items available on CGHS and local market . UPSS may amend list time to time with close coordination of PSP.
3. The Service Provider shall arrange for analytical reports from approved and NABL accredited laboratories in the country at their own expenses as and when The Authorities ask for such reports for certain specific items provided by the PSP in the CDC
4. Apart from the statutory quality testing, non-statutory quality testing shall be undertaken by the competent The Secretary Bastar Jila Urban Public Service society for randomly selected Batches of items twice a year and the Service Provider shall be required to comply with the requirements for such testing.

D. Information System

- 1 The Service Provider shall install software packages with the help and support of the UPSS to disseminate information on multiple parameters on operation and management of the CDC and would include information like cash memos as mentioned under Article 4, sales, inventory status, reports, and all other important and related information on daily basis. The Service Provider will bear all expenses as part of their operating costs for installation of these packages.
- 2 The system mentioned under '1' above shall be connected through networking with the UPSS so that the same can be accessed **round the clock**.
- 3 The Service Provider will bear all expenses as part of their operating costs for procurement and usage of required facilities/services for generating the above information and submitting required documents in this respect.
- 4 The portal will be developed and maintained by State urban development agency.
- 5 Till the development of portal by The Secretary Bastar Jila Urban Public Service society PSP may use another system.

E. Other areas for operation and maintenance of the CDC

The Service Provider shall

- 1 arrange for and maintain security and maintenance of the CDC at its own cost.
- 2 be responsible for proper upkeep and maintenance of the CDC, ensure proper cleanliness, dispose off waste and comply with the guidelines of UPSS & Concern Authorities on maintenance of the CDC.
- 3 coordinate with the concerned personnel of the Building designated for monitoring of the activities of the CDC for matters concerning operational activities relating to patient/customer servicing on day-to-day basis.
- 4 keep suggestion box in the CDC to enable patients/Customer to give feedback based on which actions are to be taken for patient/customer satisfaction. Give timely resolution and compliance of feedback and GoCG grievance redressal system Nidan 1100.
- 5 maintain the Clearances by complying with the conditions there under and renewals if any required from time to time and comply with all statutory requirements for running its operation
- 6 make prompt and timely payments for all areas for smooth operation and management of the CDC viz salaries/remuneration/other emoluments for staff deployed in the CDC, payment to the suppliers, charges for electricity, rent etc
- 7 display conspicuously in the CDC the discount provided on CGHS of all approved items.
- 8 obtain and maintain insurance's for the CDC including insurances against damages to property due to force majeure, insurances against theft, fire, etc.
- 9 PSP to arrange door step collection of sample through request received from government portal/ application. For door to door collection of sample PSP must bear operational cost for the same.

4.3 Penalty clauses for default of payments.

- i. *In case the private partner fails to pay the assessed rent to The Secretary Bastar Jila Urban Public Service society of the concerned on or before 5th of each calendar month as mentioned under Article 2 clause 2.4 d), interest @ 1% per month on the due rent amount will be imposed for each 15 days delay or part thereof subject to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by Secretary Bastar Jila Urban Public Service society /Department. Provided, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to Secretary Bastar Jila Urban Public Service society .*

- ii. *If the private partner fails to pay the electricity bills within the stipulated time of 15 days from the date of raising of the bills by concerned as per clause , interest/penalty/surcharge as defined by concern h on the due Electricity bill amount will be imposed. All dues along with applicable interest have to be cleared within the allowable limit beyond which relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by Secretary Bastar Jila Urban Public Service society /Department. Provided, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the The Secretary Bastar Jila Urban Public Service society .*

ARTICLE 5

OBLIGATIONS OF THE AUTHORITIES

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authorities will have the following obligations:

A. Obligations of the The Secretary Bastar Jila Urban Public Service society

The Secretary Bastar Jila Urban Public Service society shall

- 1 make provision for physical infrastructure of the CDC with ready to use space as the case may as per the norms of Act and Rules as amended from time to time for the CDC .
- 2 ensure that the space so provided should be adequate for the Service Provider to manage the expected business volume of the outlet.
- 3 undertake necessary work to make the space in ready to use condition in case, ready to use space is not available .
- 4 make provision for supply of water for the CDC and facilitate the process for obtaining a separate meter by the Service Provider for electricity connection.

- 5 shall issue necessary certification as stated under this agreement to enable the Service Provider to commence operation of the CDC
- 6 shall oversee that the rent of the space as per assessed rate is paid by the Service Provider.
- 7 form a develop a mechanism and monitoring committee at UPSS to oversee the operational activities of the CDC and ensure that the project site is functioning as per terms of the agreement.
- 8 shall monitor implementation of discount structure as per terms of this agreement
- 9 grant or where appropriate provide necessary assistance to the Service Provider through the Government Agency in securing Clearances
- 10 extend all support to the Service Provider and provide necessary support and protection in case of any pressure created by any individual or group on the CDC .
- 11 undertake performance review with the Service Provider at the end of each quarter not later than 10th of the first calendar month of the next quarter as well as the end of each year not later than 10th of the first calendar month of the next year
- 12 review the list of services and CGHS every quarter or need basis for necessary changes in consultation with the Service Provider
- 13 make necessary additions in the list of mandatory list of items as and when required.
- 14 monitor the quality assurances as described in this agreement.
- 15 facilitate undertaking of quality audits from the office of UPSS/Departments through its testing laboratory. Apart from statutory quality audits, non-statutory quality audits will also be undertaken twice in a year through NABL/other accredited laboratories.
- 16 monitor compliance of Article 3 by the Service Provider relating to Performance Security
- 17 ensure presence and participation of designated personnel during quarterly and annual performance review as described under ‘A12’ of this Article

ARTICLE 6

REPRESENTATIONS AND WARRANTIES, DISCLAIMER

6.1 Representations and Warranties of the Service Provider

The Service Provider represents and warrants to The Secretary Bastar Jila Urban Public Service society that:

- I it is duly organised, validly existing and in good standing under the laws of India;
- II it has full power and The Secretary Bastar Jila Urban Public Service society to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

- III it has the financial standing and capacity to implement the scheme ;
- IV this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms here of;
- V it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- VI there are no actions, suits, proceedings or investigations pending or to the Service Provider's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other The Secretary Bastar Jila Urban Public Service society , the outcome of which may in the aggregate may result in Material Adverse Effect;
- VII 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 Agency which may result in Material Adverse Effect;
- VIII it has complied with all Applicable Laws 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 Material Adverse Effect.
- IX no representation or warranty by the Service Provider contained herein or in any other document furnished by it to The Secretary Bastar Jila Urban Public Service society or to any Government Agency in relation to Clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- X no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Service Provider to any Person to procure the Agreement.
- XI All liabilities related to quality of report , tax dues , penalty due to law and order , medico legal claims etc and their associated cost will be paid by PSP.

6.2 Representations and Warranties of The Secretary Bastar Jila Urban Public Service society

The Secretary Bastar Jila Urban Public Service society represents and warrants to the Service Provider that:

- I The Secretary Bastar Jila Urban Public Service society has full power and The Secretary Bastar Jila Urban Public Service society to grant the Agreement;
- II The Secretary Bastar Jila Urban Public Service society has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- III this Agreement constitutes The Secretary Bastar Jila Urban Public Service society 's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

6.3 Obligation to notify change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 7

Termination of Agreement

7.1 Causes for Termination

Any of the following events shall constitute an event of default by the Service Provider entitling The Secretary Bastar Jila Urban Public Service society to terminate this contract:

- a. Failure to commence services within two (2) month of signing the agreement
- b. Over charging from the patients for any of the items and not offering the pre determined discount in violation of the terms of the agreement.
- c. Providing non approved or spurious or a combination of any such services /reports to the customers from the CDC .
- d. Failure to comply with the statutory requirements of relevant Acts, Rules and other applicable norms
- e. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the Service Provider for operation and management of the CDC .
- f. Engagement of unqualified persons for running of the Services
- g. Use of the allocated space by the PSP for any other purpose other than the approved scheme.
- h. Failure to comply with the terms of the contract relating to the Performance Security to be furnished by the Service Provider in the form of Bank Guarantee.
- i. service related complaint received from the customers also verified by surprise checks in more than three occasions in a month
- j. If the Service Provider in the judgement of the authorities has engaged in corrupt or fraudulent practices in competing for or in executing the agreement
- k. If the Service Provider has sublet the space to any other Organization for operation and management of the CDC .
- l. *In case the private partner fails to pay the assessed rent to the UPSS on or before 5th day of each English calendar month as mentioned under Article 2 clause 2.4 d), interest @ 1% per month on the due rent amount will be imposed for each 15 days delay or part thereof subject*

to a maximum allowable extension period of 3 months from last due date of payment of such rent. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by Secretary Bastar Jila Urban Public Service society /Department . However, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to Secretary Bastar Jila Urban Public Service society .

m. If the private partner fails to pay the electricity bills within the stipulated time decided by concern electricity company relevant procedure for termination of contract and floating of tender for selection of new private partners will be initiated by Secretary Bastar Jila Urban Public Service society /Department . However, such penalty clause shall be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the The Secretary Bastar Jila Urban Public Service society .

n. Non payment of any other relevant dues as per agreement.

o. Non-compliance of ‘Information System’ as described in agreement.

7.2 Notice/Show Cause and Cure and Termination

a Upon occurrence of any of the defaults, the authorities will issue notice of show cause to the service provider .

b If the Service Provider fails to demonstrate to the Authorities that the default has been cured or fails to satisfy the Authorities, the Authorities may terminate this Agreement.

c The decision of the Authorities to terminate the agreement shall be final and binding on the Service Provider.

7.3 Termination due to Change in Law

a The Service Provider shall have the right to terminate the agreement on account of a “Change in Law”. For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:

l Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government The Secretary Bastar Jila Urban Public Service society ;

i The imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Service Provider of any Clearance or Applicable Law) in connection with the issuance, renewal or modification of any Clearance after the date of this Agreement;

or

- II Any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Service Provider or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided nothing contained in this Section 7.3 'a' shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.

- b In the event of Change in Law the Service Provider may propose to UPSS modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Service Provider in substantially the same legal, commercial and economic position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

7.4 Consequences of Termination

- a Upon Termination of this Agreement for any reason whatsoever, the Service Provider shall remove from the Site/CDC all equipment, furnishing & refurbishing, stocks installed by it in the CDC . In doing so however, it shall refrain from damaging the Site/CDC in any manner whatsoever.
- b The Authorities shall have the power and The Secretary Bastar Jila Urban Public Service society to:
 - I enter upon and take possession and control of the Site and the CDC ;
 - II prohibit the Service Provider and any Person claiming through or under the Service Provider from entering upon/dealing with the Site/CDC ;
 - III based on merit may recommend concern The Secretary Bastar Jila Urban Public Service society (collector / CMHO/ Drug controller) to cancel registration / licences/ other approval or take action against PSP operation not limited to this project.
 - IV based on merit may blacklist PSP for any Government project.

ARTICLE 8

DISPUTE RESOLUTION

8.1 Amicable Resolution

Where a dispute arises under this Agreement, the Parties shall make all reasonable efforts to resolve the dispute through good faith negotiations failing which they shall attempt at dispute resolution with the intervention of mutually agreed official of the GoCG.

8.2 Arbitration

Except for a dispute in connection with Termination, in which respect the decision of The Secretary Bastar Jila Urban Public Service society shall be final, any dispute between the Parties arising out of or relating to this Agreement including the meaning or interpretation of any of the terms set out hereto or any other matters which cannot be resolved through good faith negotiations shall be finally referred to an arbitrator appointed by the GoCG. Principal Secretary, GoCG, UADD will be sole arbitrator for this agreement. Both the parties shall abide by the opinions of the arbitrator in settling the dispute.

ARTICLE 9 MISCELLANEOUS

9.1 Validity

This Agreement shall be valid for a period of 15 (Fifteen) years, subject satisfactory consecutive annual performance review reports during the initial contract period.

9.2 Hand back of Site

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, the Service Provider shall hand back vacant and peaceful possession of the Site to the UPSS free of cost and in the condition not worse than when it took occupation thereof, subject to normal wear and tear. The Service Provider shall also return all the equipment taken from the government , if any, in working condition subject to normal wear and tear.

9.3 Assignment and Charges

- a The Service Provider shall under no circumstances whatsoever create Encumbrance over the Site. Subject to sub-Articles (b) and (c) herein below, the Service Provider shall not assign this Agreement or the rights, benefits and obligations hereunder save and except with prior written consent of the The Secretary Bastar Jila Urban Public Service society .
- b Except as provided in this provision, the Service Provider shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of Secretary Bastar Jila Urban Public Service society , who shall be entitled to decline without assigning any reason whatsoever. Restraint set forth hereinabove shall not apply to:

- (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) over the equipments and facilities installed by the Service Provider, in the ordinary course of business of the Service Provider;
 - (ii) pledges/hypothecation of stocks/assets other than Site and the immoveable premises comprised in the CDC , as security for indebtedness, in favour of the lenders and working capital providers for the implementation of the scheme;
 - (iii) assignment of Service Provider's rights and benefits under this Agreement to or in favour of the lenders and working capital providers for the Project, as security for financial assistance provided by them.
- c The Secretary Bastar Jila Urban Public Service society shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

9.3 Indemnity

The Service Provider shall indemnify, defend and hold the The Secretary Bastar Jila Urban Public Service society and the GoCG harmless against any and all proceedings, actions and third party claims arising out of a breach by Service Provider of any of its obligations under this Agreement.

9.4 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Chhattisgarh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.5 Redressal of Public Grievances

The Service Provider shall promptly redress the grievances, if any reported by the patients, Competent The Secretary Bastar Jila Urban Public Service society etc. on account of deficiencies in services provided at the CDC .

9.6 Supersession & Order of Priority

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence or understandings in respect of the Project.

Without prejudicing the aforesaid, the Parties hereby agree that in case of any inconsistency between the provisions of this Agreement and the Scheme, the provisions of the Scheme shall prevail.

9.7 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding 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 agreed to by all the Parties hereto and evidenced in writing.

9.8 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 or by Speed Post, or by recognised national / international courier or by email with scanned document or by facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to The Secretary Bastar Jila Urban Public Service society

_____ (name and designation of the person)

_____ (address)

Fax No. _____ Email:

If to the Service Provider

_____ (name and designation of the person)

_____ (address)

Or such address 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 Speed Post or by recognized national / international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

9.9 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.

9.10 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any The Secretary Bastar Jila Urban Public Service society to bind the other in any manner whatsoever.

IN WITNESS WHEREOF the parties hereto of the first and second part have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by **SIGNED SEALED AND DELIVERED**
the **by the Authorized Representative of the**
The Secretary of UPSS **Service Provider at**

_____, -----

--
On behalf of the UPSS,.....

Name and Designation of the person:

Name of the Organisation:

Witness:

1. _____

2. _____

3. _____

4. -----

Schedule 1 Building Details and site map for CDC .

.....

.....

.....

Encl:- Map

Schedule II list of Diagnostic and Pathology services as per CGMS

Sr. No.	CGHS TREATMENT	CGHS Non NABL Rates	CGHS NABL Rates	Turn around time
	NAME OF INVESTIGATION / PET SCAN			
1	FDG Whole body PET / CT Scan			
2	Brain I Heart FDG PET / CTScan,			
3	Gallium-68 Peptide PET / CT imaging for Neuroendocrine Tumor			
	LABORATORY MEDICINE / CLINICAL PATHOLOGY			
4	Urine routine- pH, Specific gravity, sugar, protein and microscopy			
5	Urine-Microalbumin			
6	Stool routine			
7	Stool occult blood			
8	Post coital smear examination			
9	Semen analysis			
	LABORATORY MEDICINE /			
10	Haemoglobin (Hb)			
11	Total Leucocytic Count (TLC)			
12	Differential Leucocytic Count (DLC)			
13	E.S.R.			
14	Total Red Cell count with			
15	Complete Haemogram/CBC, Hb,RBC count and indices, TLC, DLC, Platelet, ESR, Peripheral smear examination			
16	Platelet count			
17	Reticulocyte count			
18	Absolute Eosinophil count			
19	Packed Cell Volume (PCV)			
20	Peripheral Smear Examination			
21	Smear for Malaria parasite			
22	Bleeding Time			
23	Osmotic fragility Test			
24	Bone Marrow Smear Examination			
25	Bone Marrow Smear Examination with iron			
26	Bone Marrow Smear Examination and			
27	Activated partial ThromboplastinTime (APTT)			
28	Rapid test for malaria(card test)			
29	WBC cytochemistry for leukemia -Complete			
30	Bleeding Disorder panel- PT, APTT, Thrombin Time Fibrinogen, D-Dimer/			
31	Factor Assays-Factor VIII			
32	Factor Assays-Factor IX			
33	Platelet Function test			

34	Tests for hypercoagulable states- Protein C, Protein S, Antithrombin			
35	Tests for lupus anticoagulant			
36	Tests for Antiphospholipid antibody IgG, IgM (for cardiolipin and B2			

Sr. No.	CGHS TREATMENT			
37	Thalassemia studies (Red Cell indices and Hb			
38	Tests for Sickling / Hb HPLC)			
	LABORATORY MEDICINE / BLOOD BANK			
39	Blood Group & RH Type			
40	Cross match			
41	Coomb's Test Direct			
42	Coomb's Test Indirect			
43	3 cell panel- antibody screening for pregnant female			
44	11 cells panel for antibody identification			
45	HBs Ag			
46	HCV			
47	HIV I and II			
48	VDRL			
49	RH Antibody titer			
50	Platelet Concentrate			
51	Random Donor Platelet(RDP)			
52	Single Donor Platelet (SDP- Apheresis)			
	LABORATORY MEDICINE /			
53	Routine-H & E			
54	special stain			
55	Immunohistochemistry(IHC)			
56	Frozen section			
57	Paraffin section			
	LABORATORY MEDICINE / CYTOLOGY			
58	Pap Smear			
59	Body fluid for Malignant cells			
60	FNAC			
	NAME OF INVESTIGATION / FLOW CYTOMETRY			
61	Leukemia panel /Lymphoma panel			
62	PNH Panel-CD55,CD59			
	LABORATORY MEDICINE / CYTOGENETIC STUDIES			
63	Karyotyping			
64	FISH			
	LABORATORY MEDICINE / BIO-CHEMISTRY			
65	Blood Glucose Random			
66	24 hrs urine for Proteins,Sodium, creatinine			
67	Blood Urea Nitrogen			
68	Serum Creatinine			
69	Urine Bile Pigment and Salt			
70	Urine Urobilinogen			
71	Urine Ketones			
72	Urine Occult Blood			
73	Urine total proteins			
74	Rheumatoid Factor test			
75	Bence Jones protein			

Sr. No.	CGHS TREATMENT			
76	Serum Uric Acid			
77	Serum Bilirubin total & direct			
78	Serum Iron			
79	C.R.P.			
80	C.R.P Quantitative			
81	Body fluid (CSF/Ascitic Fluid etc.)Sugar, Protein			
82	Albumin.			
83	Creatinine clearance.			
84	Serum Cholesterol			
85	Total Iron Binding Capacity			
86	Glucose (Fasting & PP)			
87	Serum Calcium –Total			
88	Serum Calcium –Ionic			
89	Serum Phosphorus			
90	Total Protein Alb/Glo Ratio			
91	IgG.			
92	IgM.			
93	IgA.			
94	ANA.			
95	Ds DNA.			
96	S.G.P.T.			
97	S.G.O.T.			
98	Serum amylase			
99	Serum Lipase			
100	Serum Lactate			
101	Serum Magnesium			
102	Serum Sodium			
103	Serum Potassium			
104	Serum Ammonia			
105	Anemia Profile			
106	Serum Testosterone			
107	Imprint Smear From Endoscopy			
108	Triglyceride			
109	Glucose Tolerance Test (GTT)			
110	Triple Marker.			
111	C.P.K.			
112	Foetal Haemoglobin (HbF)			
113	Prothrombin Time (P.T.)			
114	L.D.H.			
115	Alkaline Phosphatase			
116	Acid Phosphatase			
117	CK MB			
118	CK MB Mass			
119	Troponin I			
120	Troponin T			
121	Glucose Phosphate Dehydrogenase (G, 6PD)			
122	Lithium.			

Sr. No.	CGHS TREATMENT			
123	Dilantin (phenytoin).			
124	Carbamazepine.			
125	Valproic acid.			
126	Feritin.			
127	Blood gas analysis			
128	Blood gas analysis with electrolytes			
129	Urine pregnancy test			
130	Tests for Antiphospholipid antibodies syndrome.			
131	Hb A1 C			
132	Hb Electrophoresis/ Hb HPLC			
133	Kidney Function Test.			
134	Liver Function Test.			
135	Lipid Profile.(Total cholesterol,LDL,HDL,treiglycerides)			
	Nutritional Markers			
136	Serum Iron			
137	Total Iron Binding Capacity			
138	Serum Ferritin			
139	Vitamin B12 assay.			
140	Folic Acid assay.			
141	Extended Lipid Profile.(Total			
142	Apo A1.			
143	Apo B.			
144	Lp (a).			
145	CD 3,4 and 8 counts			
146	CD 3,4 and 8 percentage			
147	LDL.			
148	Homocysteine.			
149	HB Electrophoresis.			
150	Serum Electrophoresis.			
151	Fibrinogen.			
152	Chloride.			
153	Magnesium.			
154	GGTP.			
155	Lipase.			
156	Fructosamine.			
157	β2 microglobulin			
158	Catecholamines.			
159	Creatinine clearance.			
	NAME OF INVESTIGATION / TUMOUR MARKERS			
160	PSA- Total.			
161	PSA- Free.			
162	AFP.			
163	HCG.			

Sr. No.	CGHS TREATMENT			
164	CA. 125.			
165	CA 19.9.			
166	CA 15.3.			
167	Vinyl Mandelic Acid			
168	Calcitonin			
169	Carcioembryonic antigen(CEA)			
	OTHERS			
170	Immunofluorescence			
171	Direct(Skin and kidney Disease)			
172	Indirect (antids DNA Anti Smith ANCA)			
173	VitD3 assay			
174	Serum Protein electrophoresis with			
175	BETA-2 Microglobulin assay			
176	Anti cycliocitrullinated peptide (Anti CCP)			
177	Anti tissuetransglutaminase antibody			
178	Serum Erythropoetin			
179	ACTH			
	HARMONES			
180	T3, T4, TSH			
181	T3			
182	T4			
183	TSH			
184	LH			
185	FSH			
186	Prolactin			
187	Cortisol			
188	PTH(Paratharmone)			
189	C-Peptide.			
190	Insulin.			
191	Progesterone.			
192	17-DH Progesterone.			
193	DHEAS.			
194	Androstendione.			
195	Growth Hormone.			
196	TPO.			
197	Throglobulin.			
198	Hydatic Serology.			
199	Anti Sperm Antibodies.			
200	HBV DNA Qualitative			
201	HBV DNA Quantitative.			
202	HCV RNA Qualitative.			
203	HPV serology			
204	Rota Virus serology			
205	PCR for TB			
206	PCR for HIV			
207	Chlamydae antigen			

Sr. No.	CGHS TREATMENT			
208	chlamydae antibody			
209	Brucella serology			
210	Influenza A serology			
	USG, X-RAY , CT, MRI, BONE DENSITOMETRY			
211	USG for Obstetrics - Anomalies scan			
212	Abdomen USG			
213	Pelvic USG (prostate, gynae, infertility etc)			
214	Small parts USG (scrotum, thyroid , parathyroid etc)			
215	Neonatal head (Tranfontanellar)			
216	Neonatal spine			
217	Contrast enhanced USG			
218	USG Breast			
219	USG Hystero-Salpaingography (HSG)			
220	Carotid Doppler			
221	Arterial Colour Doppler			
222	Venous Colour Doppler			
223	Colour Doppler, renal arteries/any other organ			
224	USG guided intervention- FNAC			
225	USG guided intervention - biopsy			
226	USG guided intervention - nephrostomy			
	X-Ray			
227	Abdomen AP Supine or Erect (One film)			
228	Abdomen Lateral view (one film)			
229	Chest PA view (one film)			
230	Chest Lateral (one film)			
231	Mastoids: Towne view, oblique views (3 films)			
232	Extremities, bones & Joints AP & Lateral views (Two films)			
233	Pelvis A.P (one film)			
234	T. M. Joints (one film)			
235	Abdomen & Pelvis for K. U. B.			
236	Skull A. P. & Lateral (2 films)			
237	Spine A. P. & Lateral (2 films)			
238	PNS view (1 film)			
	X RAY CONTRAST STUDIES			
239	Barium Swallow			
240	Barium Upper GI study			
241	Barium Upper GI study (Double contrast)			
242	Barium Meal follow through			
243	Barium Enema (Single contrast/double contrast)			
244	Small bowel enteroclysis			
245	ERCP (Endoscopic Retrograde Cholangio – Pancreatography)			
246	General :Fistulography /Sinography/Sialography/Dacrocystography/ T.Tube cholangiogram/Nephrotoogram			
247	Percutaneous transhepatic cholangiography (PTC)			

Sr. No.	CGHS TREATMENT			
248	Intravenous Pyelography (IVP)			
249	Micturating Cystourethrography (MCU)			
250	Retrograde Urethrography (RGU)			
251	Contrast Hystero-Salpingography (HSG)			
252	X ray - Arthrography			
253	Cephalography			
254	Myelography			
255	Diagnostic Digital Subtraction Angiography (DSA)			
	MAMMOGRAPHY			
256	X-ray Mammography			
257	MRI Mammography			
	CT			
258	CT Head-Without Contrast			
259	CT Head- with Contrast (+/- CT angiography)			
260	C. T. Chest - without contrast (for lungs)			
261	C. T. Scan Lower Abdomen(incl. Pelvis) With			
262	C. T. Scan Lower Abdomen(Incl. Pelvis) Without Contrast			
263	C. T. Scan Whole Abdomen Without Contrast			
264	C. T. Scan Whole Abdomen With Contrast			
265	Triple Phase CT abdomen			
266	CT angiography abdomen/ Chest			
267	CT Enteroclysis			
268	C. T. Scan Neck – Without Contrast			
269	C. T. Scan Neck – With Contrast			
270	C. T. Scan Orbits - Without Contrast			
271	C. T. Scan Orbits - With Contrast			
272	C. T. Scan of Para Nasal Sinuses- Without Contrast			
273	C. T. Scan of Para Nasal Sinuses - With Contrast			
274	C. T. Spine (Cervical, Dorsal, Lumbar, Sacral)–without contrast			
275	CT Temporal bone – without contrast			
276	CT - Dental			
277	C. T. Scan Limbs -Without Contrast			
278	C. T. Scan Limbs -With Contrast including CT angiography			
279	C.T. Guided intervention –FNAC			
280	C.T. Guided Trucut Biopsy			
281	C. T. Guided intervention -percutaneous catheter drainage / tube placement			
	MRI			
282	MRI Head – Without Contrast			
283	MRI Head – With Contrast			
284	MRI Orbits – Without Contrast			
285	MRI Orbits – With Contrast			
286	MRI Nasopharynx and PNS – Without Contrast			
287	MRI Nasopharynx and PNS – With Contrast			

Sr. No.	CGHS TREATMENT			
288	MR for Salivary Glands with Sialography			
289	MRI Neck - Without Contrast			
290	MRI Neck- with contrast			
291	MRI Shoulder – Without contrast			
292	MRI Shoulder – With contrast			
293	MRI shoulder both Joints - Without contrast			
294	MRI Shoulder both joints – With contrast			
295	MRI Wrist Single joint - Without contrast			
296	MRI Wrist Single joint - With contrast			
297	MRI Wrist both joints - Without contrast			
298	MRI Wrist Both joints - With contrast			
299	MRI knee Single joint - Without contrast			
300	MRI knee Single joint - With contrast			
301	MRI knee both joints - Without contrast			
302	MRI knee both joints - With contrast			
303	MRI Ankle Single joint - Without contrast			
304	MRI Ankle single joint - With contrast			
305	MRI Ankle both joints - With contrast			
306	MRI Ankle both joints - Without contrast			
307	MRI Hip - With contrast			
308	MRI Hip – without contrast			
309	MRI Pelvis – Without Contrast			
310	MRI Pelvis – with contrast			
311	MRI Extremities - With contrast			
312	MRI Extremities - Without contrast			
313	MRI Temporomandibular – B/L - With contrast			
314	MRI Temporomandibular – B/L - Without contrast			
315	MR Temporal Bone/ Inner ear with contrast			
316	MR Temporal Bone/ Inner ear without contrast			
317	MRI Abdomen – Without Contrast			
318	MRI Abdomen – With Contrast			
319	MRI Breast - With Contrast			
320	MRI Breast - Without Contrast			
321	MRI Spine Screening - Without Contrast			
322	MRI Chest – Without Contrast			
323	MRI Chest – With Contrast			
324	MRI Cervical/Cervico Dorsal Spine – Without			
325	MRI Cervical/ Cervico Dorsal Spine – With Contrast			
326	MRI Dorsal/ Dorso Lumbar Spine - Without			
327	MRI Dorsal/ Dorso Lumbar Spine – With Contrast			
328	MRI Lumbar/ Lumbo-Sacral Spine – Without			
329	MRI Lumbar/ Lumbo-Sacral Spine – With Contrast			
330	Whole body MRI (For oncological workup)			
331	MR cholecysto-pancreatography.			
332	MRI Angiography - with contrast			
333	MR Enteroclysis			
	BONE DENSITOMETRY (DEXA SCAN)			

Sr. No.	CGHS TREATMENT			
334	Dexa Scan Bone Densitometry - Two sites			
335	Dexa Scan Bone Densitometry - Three sites (Spine, Hip & extremity)			
336	Dexa Scan Bone Densitometry Whole body			
	NEUROLOGICAL INVESTIGATIONS AND			
337	EEG/Video EEG			
338	EMG (Electro myography)			
339	Nerve conduction velocity (at least 2 limbs)			
340	Decremental response (before and after neo)			
341	Incremental response			
342	SSEP (Somato sensory evoked potentials)			
343	Poly somnography			
344	Brachial plexus study			
345	Muscle biopsy			
346	ACHR anti body titre			
347	Anti MUSK body titre			
348	Serum COPPER			
349	Serum ceruloplasmin			
350	Urinary copper			
351	Serum homocystine			
352	Serum valproate level			
353	Serum phenol barbitone level			
354	Coagulation profile			
355	Protein C, S anti thrombin – III			
356	Serum lactate level			
	CSF			
357	Basic studies including cell count, protein, sugar, gram stain, India Ink preparation and smear for AFP			
358	Special studies			
359	PCR for tuberculosis/ Herpes simplex			
360	Bacterial culture and sensitivity			
361	Mycobacterial culture and sensitivity			
362	Fungal culture			
363	Malignant cells			
364	Anti measles antibody titre (with serum antibody)			
365	Viral culture			
366	Antibody titre (Herpes simplex, cytomegalo virus, flavivirus, zoster varicella virus)			
367	Oligoclonal band			
368	Myelin Basic protein			
369	Lactate			
370	Crypto coccal antigen			
	TESTS IN GASTRO-ENTEROLOGY			
371	D-xylase test			
372	Fecal fat test/ fecal chymotrypsin/ fecal elastase			
373	Breath tests			

Sr. No.	CGHS TREATMENT			
374	H pylori serology for celiac disease			
375	HBV genotyping			
376	HCV genotyping			
	TESTS IN ENDOCRINOLOGY (IN ADDITION TO THOSE INCLUDED			
377	Urinary VMA			
378	Urinary metanephrine/Normetanephrine			
379	Urinary free catecholamine			
380	Serum catecholamine			
381	Serum aldosterone			
382	24 Hr urinary aldosterone			
383	Plasma renin activity			
384	Serum aldosterone/renin ratio			
385	Osmolality urine			
386	Osmolality serum			
387	Urinary sodium			
388	Urinary Chloride			
389	Urinary potassium			
390	Urinary calcium			
391	Thyroid binding globulin			
392	24 hr. urinary free cortisol			
393	Islet cell antibody			
394	GAD antibody			
395	Insulin associated antibody			
396	IGF-1			
397	IGF-BP3			
398	Sex hormone binding globulin			
399	USG guided FNAC thyroid gland			
400	E2			
401	Thyro globulin antibody			
402	Kappa Lambda Light Chains, Free, Serum			
403	Serum IGE Level			
404	NT-Pro BNP			
405	CECT Chest			
406	MDI Diastata (Multi-parameter)			
407	HCV RNA Quantitative			
408	Tarcolimus			
409	Protein Creatinine Ratio, Urine			
410	Fibroscan Liver			
411	HLA B27 (PCR)			
412	Montoux Test			
413	Procalcitonin			
414	TORCH Test			
415	Intracoronary OCT (AIIMS Rates)			
416	FFR Wire cost (AIIMS Rates)			

It is to be noted that more number of test/ services may be added in the above list of items for providing services under this agreement . if any item is not in above list may be added by The Secretary Bastar Jila Urban Public Service society with consultation of service provider . if any item is not listed by CGMS Delhi other CGMS rates may be taken as reference by The Secretary Bastar Jila Urban Public Service society . If any item not found in any CGMS list The Secretary Bastar Jila Urban Public Service society may derive rates of such services from own source . Rates and TAT of CGMS will be filled in corresponding column at the time of agreement . this schedule will be updated time to time by UPSS .

Schedule 2

Possession Certificate

Whereas it has been decided by UPSS vide RFP No.

_____ dated _____ the Government of Chhattisgarh vide Order No. _____ dated _____ that City Diagnostic Centre would be set up in the _____ City of _____ district under City diagnostic centre yojna by _____ of _____ (Private Partner) for availability of quality diagnostic and pathology services in accordance with the Agreement executed on _____ between the aforesaid Private Partner and the _____ of the UPSS;

Whereas in terms of the aforesaid Government Order and the Agreement executed, the Authorities is required to provide adequate space as per the relevant Acts and laws in the above mentioned _____ city of _____ to the above private partner to set up the CDC ;

Whereas the cover space in total area of _____square feet as indicated in the enclosed site map, within the premises of _____ has been identified as the project centre in respect of the CDC referred to above.

Now in keeping with the decision of the UPSS/ Government and the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to _____ (Private Partner) on the following terms and conditions:

The ownership of the site remains with the Municipal Corporation and the private partner shall have only occupancy right to this site on payment of rent for operating CDC till such date as per the agreement executed between _____, UPSS and the Private Partner

No encumbrance of any nature shall be created in the site.

The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.

The occupant shall not sell, transfer or rent out this project site or its part for any purpose whatsoever and the entire site will be used exclusively for CDC by the Private Partner in terms of the agreement with the _____ .

The occupant shall in respect to the said site be subject to the provisions of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with _____.

The occupant shall vacate the project site in the event of the termination of the agreement or at the end of 15 (Fifteen) years whichever is earlier.

Date :

(Signature)

Place :

Municipal Commissioner

Place: _____

Received the possession of the above mentioned project site on this day of----- of -----
-----and solemnly declare that I shall abide by all the terms and conditions of the
agreement as well as the terms mentioned in this certificate.

Date : (Signature of Private Sector Place : Partner)

Name of the Private Partner:

Name of the Organization:

Address

Schedule 3

Pro-forma of Bank Guarantee/ Security Deposit

Form of unconditional Bank Guarantee for ----- at Selected site through competitive bidding process at _____ city, _____ District under agreement and work order datedby the..... UPSS

Bank Guarantee Bond No.:

Amount of the Guarantee:

Guarantee amount covered from (date):

Last date of lodging of claim:

1. This Deed of Guarantee executed by _____ Bank, ----- (**Branch and complete address**) [hereinafter referred to as “**The Bank**”] in favour of(**address and District**) [hereinafter referred to as “**The Beneficiary**”] for an amount not exceeding Rs _____ (figures and words) at the request of _____ (**name and complete address of the private partner**) [hereinafter referred to as “**The Party**”]

2. This Guarantee is issued subject to the condition that the liability of The Bank under this Guarantee is limited to maximum of Rs _____ (figures and words) and the Guarantee shall remain in full force upto _____ (**last date months from the date of execution of this document**) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on The Bank on or before the last date of claim. In consideration of The Secretary of _____, _____ (**address and District**) [“The Beneficiary”] having agreed to award a contract in favour of _____ (**name and complete address of the private partner**) [The Party] for Establishment ofat Selected Building at _____ UPSS, _____ District vide Order no, _____ and as per the terms and conditions of the agreement between The Secretary of _____ and _____ (name of the private partner), The Party is required to furnish Performance Security in the form of Bank Guarantee for an amount of Rs _____ (figures and words)

3. We, The ----- Bank, _____ Branch _____ (address) do hereby undertake to pay a sum of Rs (figures and words) against breach by the said Party of any of the terms and conditions of the agreement between The Secretary of _____ UPSS, _____ and The Party.

4. Notwithstanding anything to the contrary, decision of “The Beneficiary” as to whether “The Party” has made any default or defaults and the amount or amounts to which “The Beneficiary” is entitled by reason thereof will be binding on “The Bank” and “The Bank” shall not be entitled to dispute such claim or claims or ask “The Beneficiary” to establish such claim or claims under this Guarantee and will pay the amount forthwith without any objection

5. We, The ----- Bank, _____ Branch _____ (address) do hereby undertake to pay the amount claimed to or would be caused to or suffered by “The Beneficiary” by reason of any breach by “The Party” of any of the terms and conditions contained in the said agreement or by reason of failure by “The Party” to perform the said agreement. However, the liability of “The Bank” under this Guarantee shall be restricted to an amount not exceeding Rs _____ (figures and words).
6. “The Bank” do hereby undertake not to revoke this Guarantee during its currency except with the previous consent of “The Beneficiary” in writing.
7. Notwithstanding anything contained hereinabove, the liability of “The Bank” under this Guarantee is restricted to an amount of Rs _____. This Guarantee shall remain in force upto _____ (*date, month and year*)
8. In case of extension of time for the Bank Guarantee, the same shall have to be extended at The Party’s cost.
9. The Bank shall have no obligation to go into the veracity of any demand made by the “Beneficiary” and shall pay the amount specified in the demand notwithstanding any directions to the contrary given or any dispute whatsoever raised by the “ The Party”.
10. It will not be necessary for the “Beneficiary” to move against the “The Party” first and the guarantor (Bank) will be treated as the principal debtor for the purpose.
11. Obligation of the guarantor (Bank) shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted or postponement/ non exercise/ delayed exercise of any of its rights by the “Beneficiary” or any indulgence shown by the “Beneficiary” to the “The Party”.
12. This guarantee shall not be affected by any change in the constitution or winding up of the “The Party”/ the Guarantor (bank) or any absorption, merger or amalgamation of the “The Party”/ the Guarantor.
13. The guarantee amount is to be made payable atChhattisgarh.

Schedule 4-

Following document will be part of this agreement

1. City Diagnostic centre Yojana Scheme document issued by GoCG
2. Building allotment letter by Municipal Corporation
3. Signed and published RFP document
4. Technical Bid Submitted by PSP

End of Document

---00---