



TENDER DOCUMENT
(NOT TRANSFERABLE)



Request for Proposal for Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in **Shaheed Hasan Khan Mewati Govt. Medical College**, Nalhar, Nuh, Haryana on Design, Build, Finance, Operate and Maintain (the “DBFOM”) basis.

Tender Ref. no. Medical College/Tender/2024-25/30 Dated 05-11-2024

Bid Opening date: 08.11.2024

Last date for receipt of tender: 10.12.2024

On behalf of

Directorate of Medical Education & Research
Plot No. 9, DHL Square Building, 4th Floor, IT Park
Sector-22, Panchkula, Haryana

Tender Document Fee – INR 23,600

Bid Security – INR 18 Lakhs

GOVERNMENT OF HARYANA
Directorate of Medical Education & Research

Glossary

Authority	As defined in Clause 1.1.1
Associate	As defined in Clause 2.2.2
Bank Guarantee	As defined in Clause 2.21.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.11
Bid Due Date	As defined in Clause 1.1.11
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Charges	As defined in Clause 1.1.5
Concession	As defined in Clause 1.1.7
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.2
Consortium	As defined in Clause 2.2.1.a
Damages	As defined in Clause 2.2.2
(DBFOM)	As defined in Clause 1.1.1
Demand Draft	As defined in Clause 2.21.2
Estimated Project Cost	As defined in Clause 1.1.4
Feasibility Report	As defined in Clause 1.2.3
Government	Government of Haryana
Lowest Bidder	As defined in Clause 1.2.6
LOA	As defined in Clause 3.5.4
Member	Member of a Consortium
Private Patients	As defined in Clause 1.1.6
Public Private Partnership	As defined in Clause 1.1.1
Performance Security	As defined in Clause 3.5.6
Project	As defined in Clause 1.1.1
Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer.
Selected Bidder	As defined in Clause 3.5.1

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

Disclaimer

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

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

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

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

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

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

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

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

Directorate of Medical Education & Research, Haryana

NOTICE INVITING TENDER

Tender Ref. No SHKM/NIT/2024/30

Dated 05.11.2024

Director, SHKM Government Medical College, Nalhar, Nuh invites online bids from the eligible and qualified bidders for and has decided to carry out the bidding process, on behalf of Governor of Haryana, for selection of a private entity as the Bidder to undertake development, operation and maintenance of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility (the “Project”) through Public Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Maintain (the “DBFOM”) basis.

Table-1

Name Of Medical College	Service to be provided	Estimated Cost
Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.	Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility and 10 bedded Cardiac Care Unit	INR 9 Crores

The schedule of e-Tendering Activities is as under:

Sr. No	Activity	Details
1	E-tender fee to be submitted online	INR 1,180 (Rupees One Thousand One Hundred and Eighty only)
2	Estimated Cost (INR)	INR 9.00 Crores
3	Tender Document Fee to be submitted online (inclusive of GST @18%)	INR 23,600/ (Twenty-Three Thousand Six Hundred only)
4	Bis Security or EMD (2% of the Estimated Cost) to be submitted online	INR 18,00,000/ (Eighteen lakhs only)
5	Start Date* of RFP Download and Bid Submission	08.11.2024 by 05:00 P.M. IST
6	Last date and time to receive pre-bid queries through e-mail	18.11.2024 till 04:00 P.M. IST

	(tendergmcnewat@gmail.com)	
7	Date and Time of Pre-bid meeting (in-person) at Director office, SHKM GMC Nalhar, Nuh.	19.11.2024 at 11:00 A.M. IST 26.11.2024 at 11:00 A.M. IST
8	SHKM Government Medical College's response to Pre-bid queries	28.11.2024 by 05:00 P.M. IST
9	Date of Clarification	28.11.2024 by 05:00 P.M. IST
10	Last date and time to upload the bids/ Bid due date (online)	10.12.2024 by 05:00 P.M. IST
11	Date of opening of Technical Bid	11.12.2024 at 11:00 A.M. IST
12	Date of opening of Financial Bid	To be intimated at later stage
13	Letter of Acceptance (LOA)	To be intimated at later stage
14	Validity of Bid	180 days from the last date for submission of bids/Bid due date
15	Acknowledging the LOA and submission of its receipt	Within 7 (Seven) days of receipt of LOA by the Bidder.
16	Signing of Agreement	Within 10 (Ten) days of receipt of LOA by the Bidder.
17	Submission of Performance Security	Within 30 (Thirty) days of issue of the LOA

* Dates are only for illustrative purposes.

In case the date of opening falls on day, which is declared public holiday, the bids shall be opened on the next day at same time.

Bidders requiring further information or clarification can obtain the same by mailing to tendergmcnewat@gmail.com

The bidders are advised to register themselves on the e-procurement portal (www.etenders.hry.nic.in) and obtain valid Class III Digital Signature Certificate DSC as per Information technology (IT) Act 2000. The said website can be assessed for additional information about registration and use of portal.

Bidders can submit its tenders online at www.etenders.hry.nic.in on or before the specified dates.

The bid documents can also be viewed at the website www.etenders.hry.nic.in.

Cost towards the downloaded bid documents, should be deposited in the manner as indicated in the tender document. SHKM Government Medical College will only evaluate bids of those bidders who have submitted the cost of bid documents.

The bidders who have downloaded the bid documents, shall be solely responsible for checking the above website for any addendum / amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the bids.

All further notifications / amendments if any shall be uploaded on website mentioned above.

Bids must be submitted in manner as specified in instructions to bidders in the instructions to the bidders in the tender document. Late bids or bids not submitted at the designated address will be summarily rejected.

Director

SHKM, Government Medical College,

Directorate of Medical Education & Research

Government of Haryana

1. INTRODUCTION

1.1 Background

- 1.1.1 The Directorate of Medical Education & Research, Panchkula, Government of Haryana, represented by its Director General and having its principal office at Panchkula, acting through The Director, **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** (hereinafter referred to as the “**Concessioning Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) is engaged in the development and provision of Health Care Delivery System in Haryana and as part of this continuing endeavour, the Authority, through Director General, Medical Education & Research, Govt. of Haryana, has decided to undertake development, operation and maintenance of the Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility at Government Medical Colleges of Haryana (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Operate and Maintain (the “**DBFOM**”) basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.
- 1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956 or a Society incorporated under the Societies Registration Act, 1860 or a registered public Trust or registered hospital under the relevant State/ Central Act (the “**Concessionaire**”), shall be responsible for Development, Operation and Maintenance of the Project under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into amongst the Selected Bidder, Concessioning Authority and Confirming Party in the form provided as part of the Bidding Documents pursuant hereto.
- 1.1.3. The scope of work will broadly include development of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility and 10 bedded Cardiac Care Unit in the SHKM Government Medical College, Operation and Maintenance of the facility for a predetermined Concession Period and collecting charges from the users as per the laid down provisions of the RFP document.
- 1.1.4 The estimated cost of the Project (the “**Estimated Project Cost**”) has been specified in the table above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 Bids are invited for the Project based on the **Highest Discount Percentage** or **Lowest Premium Percentage** on the Ayushman Bharat rates Annexure “A” or where not available then CGHS Chandigarh rates specified at Annexure - B (the “charges”) attached as additional documents offered by a Bidder for implementing the Project. However, to remove the ambiguity in the rates of Echography rates, the base rates for bidding shall be as below:

- a. **Routine (2D/3D/Doppler echo) Rs 600/-**
- b. **Stress ECHO Rs. 750/-**

1.1.6 The bidder has to bid the %age discount or %age premium for the rates (common for the whole set). The Concession Period is pre-determined, as indicated in the Concession Agreement. The charges will be evaluated separately for each project location and separate agreement will be signed for each project location. The highest discount percentage/lowest premium percentage shall constitute the sole criteria for evaluation of Financial Bids. The Project will be awarded to the Bidder quoting the highest discount percentage / lowest premium percentage on the set rates, which leads to the lowest charges which will be charged from the patient. The rates such finalised shall be fixed for a period 10 years.

For e.g. if the bids are like Discount of (3.50%, 7.90%, 11.56%, 19.00 %, 1.0 %) and premium of (4.30 %, 8.30 %, and 12.90 %, then the preferred bid would be discount of 19% and the decreasing order of preference would be discount of (19.00 % > 11.56 % > 7.90 % > 3.50 % > 1.00%) > premium (4.30% > 8.30% > 12.90%).

1.1.6 The Concessionaire shall charge a pre-determined (on the basis on financial bid) user fee from Government Medical Colleges patients. The concessionaire is also allowed to perform test on “private patients”. Any patient who does not carries an OPD Card of any of the Govt Health Institution of Haryana with an advice of the test from the Haryana Govt. Doctor shall be treated as a private patient. The charges for private patient shall be same as those of Government Medical College patients.

1.1.7 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”). This agreement shall initially be for a period of 10 years commencing w.e.f. date of operationalization of the centre.

1.1.8 The Director of the Government Medical College shall mark “Free” on the OPD cards of those Medical College Patients, for whom the treatment is to be provided free. The concessionaire shall not charge any fees from the free category patients. At the end of the month, the concessionaire shall send the report of all free cases to the Director of the Government Medical Colleges. The payment of the free cases of the month, shall be done by the Medical College

authorities within 60 days. In case no payment is made even after passing of 60 days, damage at a rate of SBI base rate + 2 % per annum shall be charged from the defaulting Medical College. If left unpaid till 120 days from the first set of unpaid claims, the concessionaire shall have the right to refuse doing the free cases, till the time the Medical College authorities reimburse the pending free cases of pendency more than 60 days”.

For the purpose of collection of charges from the patient, staff shall be posted by the bidder, who shall be responsible for collecting the charges and giving a receipt and token no to the patient. The collection of charges and cutting of the receipt shall be computerised and the report of each month should be sent to the Director by 10th of next month. In all cases, token number shall be followed, except in Emergency/Senior Citizen patients.

The concessionaire shall provide the services by 24x7.

- 1.1.9 The firms shall be provided built up, rent free, space/premises in the Medical College for development of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility and 10 bedded Cardiac Care Unit by the Medical Education & Research Department of Haryana. A space up to 10, 000 Sq. feet shall be provided to the concessionaire. The concessionaire shall develop the facility as per the concerned guidelines and will get all the requisite clearances.
 - 1.1.9.1 Facility of CTVS be started within three months of allotment of tender. In case CTVS facility is not started, damage for gap in service shall be levied i.e @Rs. 5000/- per week of delay for up to three months and then @ Rs. 10000/- per week after three months. Till then the selected concessionaire should have tie up with at least 2-3 centres as per availability in the district, if not available then with CTVS centres in neighbouring districts or with private medical colleges. This is required for providing affordable and cost-effective treatment to all patients.
 - 1.1.9.2 For indoor patients all investigations are to be included in package & sample has to be collected within the centre by concessionaire. For OPD Patients vendor should have a tie up for getting the investigation done as per CGHS Chandigarh base rates.
 - 1.1.9.3 In case of hospital stay getting extended due to complications arising out of the treatment offered at the centre then no extra charges can be levied for the extended stay.
 - 1.1.9.4 In case multiple packages are used simultaneously during single admission then packages would be as follows:
 - i. Highest cost packages 100% payment as per package rate.
 - ii. 2nd highest package 50% of package cost to be charged.

iii. 3rd highest package and subsequent package 25% of package cost to be charged.

- 1.1.10 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.11 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.12 The machines to be installed by the Concessionaire should be minimum as per the protocols/guidelines laid down by PGIMS Chandigarh/AIIMS New Delhi. The detailed technical specifications along with the requirement for the machine are attached as Annexure-XII.
- 1.1.13 The concessionaire has to post doctors, and staff at the centre for the smooth functioning of the centre. A Chief Interventional Cardiologist will be appointed by the bidder exclusively for Medical College cardiac Cath Centre who must have an experience in all types of Interventional cardiology procedures, of more than 7 years after gaining his DM/DNB degree in Cardiology.

The requisite staffs for the centre which the concessionaire has to post are attached as Annexure-XIII.

The concessionaire has to give an undertaking for 1.1.12 and 1.1.13 as per Annexure VIII.

1.2 Brief description of Bidding Process

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

Technical and Financial Capacity assessment would be carried out as part of the Bidding Process. Financial Proposal of only those Bidders whose Bids is responsive and meet the Technical and Financial Capacity requirements (as laid down in Clause 2.2) would be opened.

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

- 1.2.2 In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the “**Bidders**”, which expression shall, unless repugnant to the context, include the Members of the Consortium) are being called upon to submit their financial offers (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 days from the date specified in Clause 1.3 for submission of bids (the “**Bid Due Date**”).
- 1.2.3 The Bidding Documents include the draft Concession Agreement for the Project (which is enclosed). Each Bidder is advised to conduct its own analysis and assessment of and obtain independent advice from appropriate sources. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. 18 Lakhs (the “**Bid Security**”) for each location, refundable except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. Bid security (EMD) should be submitted through online (e-procurement portal) in **Account of DIR TENDER SHKM GOVT. MEDICAL COLLEGE**. No demand draft / Banker’s cheque will be accepted for the submission of Tender fee, Bid security (EMD) and Bid processing fee, If the same is found then the bid is liable to be cancelled & considered that the bid is not as per DNIT. Account details are as follows: -

Account No.	IFSC Code	Account Holders Name
38717273893	SBIN0000620	DIR TENDER SHKM GOVT. MEDICAL COLLEGE

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

- 1.2.6 Bids are invited for the Project based on the highest percentage discount/lowest percentage premium (the “**bid**”) quoted by a Bidder based on the rates set (Annexure –A). In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who is offering the lowest rates of the Cardiology services to the patient based on highest percentage discount or premium offered on the rates set.
- 1.2.7 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any reason. If none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.
- 1.2.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.9 Bidders requiring further information or clarification can obtain the same by mailing to tendergmcmewat@gmail.com. The communication shall clearly bear the following title “Queries/Request for Additional Information: RFP for Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility in **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh**, Haryana on PPP Mode

2. INSTRUCTIONS TO BIDDERS

A. General

2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the same service at the same Medical College. However, a bidder can bid for more than one Medical College or service. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium for the same service at the same Medical College as the case may be.
- 2.1.2. Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the RFP shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- 2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

- 2.1.4. The Bid should be furnished in the formats provided in this RFP and signed by the Bidder's authorized signatory (ANNEXURE-I&VII).
- 2.1.5. The Financial Bid shall consist of the percentage discount/premium on the rates set by the authority (Annexure-A).
- 2.1.6. The Bidder shall deposit a Bid Security as per Clause 1.2.4 of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority.
- 2.1.7. The validity period of the Bank Guarantee or Demand Draft shall not be less than 180 (one hundred and eighty) days from the Bid Due Date. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.1.8. The Bidder should submit a Power of Attorney as per the format authorizing the signatory of the Bid to commit the Bidder.
- 2.1.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member.
- 2.1.10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13. The selected rates shall be linked to increase in Ayushman Bharat/CGHS Rates. As and when rates are increased, representation is to be made by the concessionaire to the Headquarters, which shall then decide upon the new rates after applying the same percentage discount/premium offered during the bid stage.

2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders hereunder, the following shall apply:
 - a. The Bidder may be a single entity or a combination of maximum 3 (three) entities (**the "Consortium"**), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium can be member of another Bidder for same district. The term Bidder used

herein would apply to both a single entity and a Consortium.

b. A single entity bidder may be

i. An individual

or

ii. a single business entity under the companies acts 1956 or an incorporated entity under equivalent acts (in case of foreign entities)

or

iii. an organization registered under the Societies Registration act 1860 or any relevant Act of the State or Union Territory

or

iv. a public trust registered under the law for the time being in force.

or

v. a Charitable Company registered under Section 25 of the Company Act,1956

or

vi. a partnership/Limited liability partnership firm

or

vii. any combination of (i),(ii),(iii),(iv), (v) or (vi) with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.4 below.

2.2.2 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases; where the direct or indirect shareholding of a Bidder, its Member or an Associate or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, (as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up

equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 51% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

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

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

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of Advertisement 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.

- 2.2.3 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.2.4 To be eligible for qualification, a Bidder shall fulfil the following conditions of eligibility (the “Eligibility Criteria”):

I. CATEGORY -1

A. Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”),

The bidder should have been **operating at least one Cardiac Cath-labs in any Government/ Private Hospital for at least 3 years.**

The bidder has to attach a certificate from registered company/individual auditor and an affidavit, notarised by a public notary to support the same (Annexure- IC)

AND

B. Financial Capacity: The bidder’s hospital/company should have an Annual

Financial Turnover of more than INR 5 Crores (the “**Financial Capacity**”) in the last three financial years (i.e. FY 2020-21, 2021-22 and 2022-23) from the medical services. The hospital must be running in profit for these three years.

The net worth of the Bidder shall be at least INR 2 Crores in the preceding financial year prior to the bid submission date year.

In case the Bidder is a Consortium, the Technical Capacity requirement specified under Clause 2.2.4(A) shall be satisfied individually by the Lead Member. The Lead Member should and shall continue to have an equity share capital of not less than (i) 51 % (fifty-one per cent) of the subscribed and paid equity of the SPV; and (ii) 25% (Twenty-Five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period.

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

2.2.5 Bidders have the right to submit the Bids for any Government Medical Colleges, subject to meeting the Eligibility Criteria.

2.2.6 The Bidder shall enclose with its Bids, to be submitted as per the format at, complete with its Annexes, the following:

- a. Certificate(s) from its statutory auditors¹ stating the payments made/ received or works commissioned, as the case may be, during the past 2 years in respect of the projects specified in paragraph 2.2.4(A) above. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

¹ In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.7(a). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

- b. Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 B For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.8 The Bidder should submit a Power of Attorney as per the format at ANNEXURE-II, authorizing the signatory of the Bid to commit the Bidder. In

the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at ANNEXURE-III.

2.2.9 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 1956 (the “SPV”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- a. Number of members in a consortium shall not exceed 3 (three);
- b. Subject to the provisions of clause (a) above, the Bid should contain the information required for each member of the Consortium.
- c. Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV (in addition to any other shareholding stipulations mentioned in the Bidding Documents). The nomination(s) shall be supported by a Power of Attorney, as per the format at ANNEXURE-III, signed by all the other members of the Consortium.
- d. The Bidder should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations.
- e. An individual Bidder cannot at the same time be member of consortium bidding for this Project. Further, a member of a particular Bidder Consortium cannot be member of any other Applicant Consortium bidding for the Project.
- f. Members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium.
- g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at ANNEXURE IV (the “**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
 - (i) Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium.
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member.
 - (iii) Commit the minimum equity stake to be held by each member.
 - (iv) Commit that each of the members, whose Technical and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and

subscribed equity of the SPV throughout the Concession Period and shall further commit that the Lead Member shall, hold equity share capital not less than: (i) 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 25% (twenty five per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period;

- h. The bidder along with the technical bid, shall give an undertaking wherein he'll undertake that he'll provide all the equipment as per the minimum laid down specifications of the department.

2.2.10 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (DBFOM or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.11 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

2.2.12 In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.4(A) and 2.2.4(B), the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

2.2.13 The following conditions shall be adhered to while submitting the Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information.
- (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the Bid, Bidders should demonstrate their capabilities in accordance with Clause 2.2.4; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

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

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

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

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

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

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

2.3 Change in composition of the Consortium

- 2.3.1 Where the Bidder is a Consortium, change in composition of the Consortium may be permitted by the Authority during the Bid Stage, only where:
- a. The Lead Member continues to be the Lead Member of the Consortium.
 - b. The substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
 - c. The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant Member/ Associate of any other Consortium bidding for this Project.
- 2.3.2 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 15 (fifteen) days prior to the Bid Due Date.
- 2.3.3 The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement and a Power of Attorney, substantially in the form at Annexure-II, prior to the Bid Due Date.

2.4 Changes in Ownership

- 2.4.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it was short- listed based on Technical Capacity of the Lead Member and the Financial Capacity of those of its Consortium Members who will own at least 26% each of the equity of the Concessionaire. The Bidder further acknowledges and undertakes that the Lead Member shall continue to hold at least 51% of the equity of the Concessionaire for the total period of concession. The Consortium Members, other than the Lead Member, shall continue to hold at least 26% of the equity of the Concessionaire until the first 4 years of the Concession Period. After that, the exit can only be done in case a replacement is available, with agreement of the other consortium members and after getting the final approval from the O/o DMER Haryana. The bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the RFP and the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.4.1 shall apply only when the Bidder is a Consortium.
- 2.4.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under

and in accordance with the qualification criteria, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.5 Cost of Bidding

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

2.6 Site visit and verification of information

- 2.6.1 Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site conditions, patient volumes, location, surroundings, availability of power, water and other utilities for operation of facility, access to site, applicable law and regulations, and any other matter considered relevant by them.
- 2.6.2 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) Made a complete and careful examination of the Bidding Documents.
 - (b) Received all relevant information requested from the Authority.
 - (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.6.1 above.
 - (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations thereunder.
 - (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.6.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the

Authority, or a ground for termination of the Concession Agreement by the Concessionaire.

- (f) Acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.3. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Verification and Disqualification

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

2.7.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

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

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

- i. Invite the remaining Bidders to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
- ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this

RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

B. DOCUMENTS

2.8 Contents of the RFP

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

Invitation for Bids

Section 1. Introduction

Section 2. Instructions to Bidders

Section 3. Evaluation of Bids

Section 4. Fraud and Corrupt Practices

Section 5. Pre-Bid Conference

Section 6. Miscellaneous

ANNEXURES:

- I. RFP LETTER FROM BIDDER
- IA LETTER COMPRISING THE TECHNICAL BID FOR QUALIFICATION
- IB DETAILS OF APPLICANT
- IC TECHNICAL CAPACITY OF BIDDER
- ID FINANCIAL CAPACITY OF BIDDER
- II. FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL
- III. FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF BIDDER
- IV. JOINT BIDDING AGREEMENT
- V. GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT
- VI. RFP FORM FOR SUPER-SPECIALTY INTERVENTIONAL CARDIOLOGY SERVICES WITH CARDIO-THORACIC SURGERY FACILITY AT GOVERNMENT MEDICAL COLLEGE
- VII. LETTER COMPRISING THE FINANCIAL BID
- VIII. UNDERTAKING

- IX. FORM OF BANK GUARANTEE
- X. AGREEMENT
- XI. PRELIMINARY FEASIBILITY REPORT
- XII. MACHINERY AND EQUIPMENTS FOR THE CENTRE
- XIII. STAFFING NORMS OF THE CENTRE

2.8.2 The draft Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

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

2.10.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.

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

C. PREPARATION AND SUBMISSION OF BIDS

2.11 Format and Signing of Bid

- 2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects through the online site as mentioned earlier.
- 2.11.2 The Bid and the required documents should be digitally signed by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be digitally signed by the person(s) signing the Bid.

2.12 Submission of bids

- 2.12.1 Bidders requiring further information or clarification can obtain the same by mailing to tendergmcnewat@gmail.com. All communication shall clearly bear the following title “Queries/Request for Additional Information: RFP for Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility in [Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh](#), Haryana on PPP Mode”.
- 2.12.2 The bidders are advised to register themselves on the e-procurement portal (www.etenders.hry.nic.in) and obtain valid Class III Digital Signature Certificate DSC as per Information technology (IT) Act 2000. The said website can be assessed for additional information about registration and use of portal.
- 2.12.3 ‘Bidders can submit its tenders online at www.etenders.hry.nic.in on or before the specified dates.
- 2.12.4 The bid documents can also be viewed at the website www.etenders.hry.nic.in
- 2.12.5 Cost towards the downloaded bid documents, should be deposited in the manner as indicated in the tender document. Govt. Medical College will only evaluate bids of those bidders who have submitted the cost of bid documents.
- 2.12.6 The bidders who have downloaded the bid documents, shall be solely responsible for checking the above website for any addendum / amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the bids.
- 2.12.7 All further notifications / amendments, if any shall be uploaded on website mentioned above

The bid shall include all the following:

- a) RFP document fees and Proposal Security (EMD) (as mentioned earlier) as **“BID SECURITY DEPOSIT”**.
- b) **“TECHNICAL PROPOSAL”** and shall contain the following:
 - ✓ Relevant documents (like Certificate of Incorporation, Joint Venture (JV) Agreement (if applicable), audited financial statements and evidence of experience like client certificate, details of financing arrangements, sale lease agreements, installation report(s) and AMC CMC agreements, certificates from statutory authority etc.) confirming the “Technical Qualification Conditions” laid down in Clause 2.2.4 I A along with annexure IA and I C.
 - ✓ Letter of Application and Interest (As per Annexure I and VI)
 - ✓ General Information on the Bidder (As per annexure I B)
 - ✓ Power of Attorney for Signing of Application (as per Annexure II)
 - ✓ Affidavit (As per Annexure I -E)
 - ✓ Original RFP Document digitally signed (on each page) by an authorized representative as a token of acceptance.
 - ✓ Power of Attorney by Each Member of the JV in Favour of Lead Member (as per Appendix III)
 - ✓ Deed of Guarantee (as per Annexure I -F), if applicable.
 - ✓ All required submissions, if the Bidder is applying through Consortium and as stated in the RFP Document.
 - ✓ Certificate detailing the technical specifications of the Equipment (Whichever applicable)
- c) **“FINANCIAL PROPOSAL”**. There shall be separate FINANCIAL PROPOSAL(S) as per the BOQ. The bidder should submit a separate e-bid (financial proposal) for the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh**

2.12.4 Bids should be submitted, and hard copy of the technical bid can be submitted separately in the office of **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** before or on due date and time.

2.13 Bid Due Date

- 2.13.1 Bids should be submitted before 1700 hours IST on the Bid Due Date as mentioned in Clause 2.12.3 in the manner and form as detailed in this RFP.
- 2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Bid

- 2.15.1 The Bid shall be furnished in the formats provided in this RFP.
- 2.15.2 The TECHNICAL BID shall be furnished in the format at ANNEXURE I, along with the Annexures documenting the Technical and Financial Capacity of the Bidder.
- 2.15.3 The FINANCIAL BID shall be furnished in the format as per the BOQ in online bid and shall consist of the percentage discount/premium, on the rates set by the department, to be quoted by the Bidder. The Bidder shall provide one common percentage discount or premium for the Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility rates set separately, in accordance with this RFP and the provisions of the Concession Agreement.
- 2.15.4 Generally, the Project will be awarded to the Bidder quoting maximum discount/lowest premium (Whichever leads to lowest rates) on the laid down rates.
- 2.15.5 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
- 2.15.6 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.16 Modifications/ Substitution/ Withdrawal of Bids

- 2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, and within the bid due date can be “MODIFIED”, “SUBSTITUTED” or “WITHDRAWAL”, as appropriate.
- 2.16.3 Any alteration/ modification in the Bid or additional information supplied after the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.17 Rejection of Bids

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

2.18 Validity of Bids

The Bids shall be valid for a period of not more 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 the Authority.

2.19 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 Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.20 Correspondence with the Bidder

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

A. BID SECURITY

2.21 Bid Security

- 2.21.1 A Bidder is required to deposit, along with its Bid, a **Bid Security of INR 18 Lakhs (the “Bid Security”)**, refundable except in the case of the Selected Bidder

whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. Bid Security (EMD) should be submitted through online (e-procurement portal) in **account of DIR TENDER SHKM GOVT. MEDICAL COLLEGE** No demand draft / Banker's cheque will be accepted for the submission of Tender fee, Bid Security (EMD) and Bid processing fee, If the same is found then the bid is liable to be cancelled & considered that the bid is not as per DNIT.

- 2.21.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.21.3 Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.21.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.21.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid.
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP.
 - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
 - (d) In the case of Selected Bidder, if it fails within the specified time limit-
 - i. To sign and return the duplicate copy of LOA.
 - ii. To sign the Concession Agreement; or
 - iii. To furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
 - (e) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3. EVALUATION OF BIDS

3.1 Opening of Bids

- 3.1.1 The Authority shall open the Bids at 11:00 hours on the Bid Due Date, at the place specified in Clause 2.12.1.e and in the presence of the Bidders who choose to attend.
- 3.1.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.
- 3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.4 Bidders are advised that qualification of Applicants will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.5. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it based on such information.
- 3.1.6. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bids without assigning any reasons.
- 3.1.7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude it from the evaluation process.
- 3.1.8. If a Bidder claims credit for an eligible project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from evaluation of Technical Capacity. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or bid in accordance with the provisions of Clauses 2.17.1 and 2.17.2.
- 3.1.9 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
 - a. The financial bids adhere to the rates set by the authority.
 - b. It is received as per the format at Annexure-I and VII
 - c. It is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2

- d. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.11 and 2.12
- e. is accompanied by the RFP Document fees and it is accompanied by the Bid Security as specified in Clause 2.21
- f. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.2.8 and 2.2.9 c, as the case may be
- g. It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- h. It does not contain any condition or qualification; and
- i. It is not non-responsive in terms hereof.

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

3.3. Evaluation of Technical Bid

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

3.4 Opening of Financial Bids

- 3.4.1. Financial Bids of the technical qualified bidders shall be opened and L1 bidder determined and shall be opened in the following sequence:
 - (a) **Step 1:** Unopened Financial Bids of all the Bidders shall be grouped as

- per each Medical College i.e. all the Financial Bids for a single medical college will be pooled together and similarly for other medical college
- (b) **Step 2:** Once grouped Medical College wise, Financial Bids for each Medical college, will be opened sequentially and alphabetically, and shall be categorized as per the service to be provided.
 - (c) **Step 3:** Identification of Selected Bidder for 1st Medical college
 - (d) **Step 4:** Opening of Financial Bids for 2nd Medical college and identification of Selected Bidder for 2nd Medical college.
 - (e) **and So on..**

3.5 Selection of Bidder

- 3.5.1 Subject to the provisions of Clause 2.17.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest percentage discount/ Lowest percentage Premium (on the basis of the rates set as given in Annexure A) which shall lead to the lowest charges which are to be charged from the patient shall be declared as the selected Bidder (the “**Selected Bidder**”).

For the selection of selected bidder, the lowest rate shall be calculated as following:

- i. The bidder who quotes the highest percentage discount/lowest percentage premium on the rates shall be the selected bidder for **SHKM Government Medical College**.
- ii. The final rates after calculation of the discount or the premium shall be rounded off to the next multiple of Rs. 10/-.

If the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- 3.5.2 If two or more Bidders quote the same rate (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by the laid down selection criteria by the authority which is as follows:

- i. In case of a deadlock, points shall be calculated as per the laid down criteria for selection of the successful bidder for provision of Cardiology Services:

Table-V

Criteria	Points		
	1	2	3
Technical Experience	3 Years	Between 3 – 5 Years	More than 5 years

Criteria	Points		
	1	2	3
Financial Credibility (Total Net Worth)	2 Crores	Between 2 – 5 Crores	More than 5 Crores

- a) Total points shall be calculated by adding points received under technical experience and financial credibility. The bidder getting more points shall be selected.
- b) In case of inability of deadlock being broken, then preference shall be based on technical experience. In case of still stalemate, Financial Credibility shall be taken into consideration.
- ii. As a final method of resolution (in case of tie not being broken), the Authority shall identify the selected bidder by draw of lots, which shall be conducted with prior notice, in the presence of the Tie Bidders who choose to attend.

3.5.3 The final authority of Selection shall be on the selection committee constituted for this purpose.

3.5.4 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.5.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification, or amendment in the Concession Agreement.

3.5.6 The Selected Bidder shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to the Authority, simultaneously with the execution of the Concession Agreement, an irrevocable and unconditional bank guarantee, initially valid for a period of 5 years, extended thereof for another 5 years, in favour of **DIR TENDER SHKM GOVT. MEDICAL COLLEGE payable at Nuh** from any Nationalized or Scheduled bank, for a sum equivalent to **INR 45 Lakhs** (the “Performance Security”, 5% of the Estimated Cost). The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract.

3.6 Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.15 of this RFP, engaging in any manner whatsoever,

whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

5. PRE-BID CONFERENCE

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

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Punjab and Haryana High Courts at Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time,
 - a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b. Consult with any Bidder to receive clarification or further information.
 - c. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or

- d. independently verifies, disqualify, reject and/ or accept all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Selected Bidder shall have to comply with the following conditions -
- For collection of charges the receipt book should be provided and maintained by the successful bidder.
 - All medico legal responsibilities arising out of the act of commission or omission shall be the responsibility of the concessionaire.
 - In case of increasing of workload, first preference will be given to the hospital IPD Patients.
 - After completion of the tenure of tender, the licensee should vacate the space within a period of 60 days.
 - Refurbished machines/old/used machine should not be installed. All machines must be newly procured.
- 6.5 The Bidding Documents are to be taken as mutually explanatory.

FINAL USER CHARGES FOR THE INTERVENTIONAL CARDIOLOGY CENTRE

ANNEXURE-A – Ayushman Bharat treatment packages attached as additional document with the tender document.

ANNEXURE-B – CGHS rates attached as additional document with the tender document.

- Bids are invited for the Project based on the highest discount percentage or lowest premium percentage in which the first preference will be Ayushman Bharat rates at Annexure “A” or where not available then second preference will be the CGHS Chandigarh rates specified at Annexure - B (the “charges”) attached as additional documents offered by a Bidder for implementing the Project. In case packages are available both in Annexure A and Annexure B whichever is lower shall be preferred out of the two.
- The final user charges, based on the selected bid price offering the highest discount percentage or the lowest premium percentage, shall be notified by the Authority prior to the operationalization of the Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility centres.
- In case the user charges for the procedure / investigations are not available under the notified tariff list and in the Ayushman Bharat/ CGHS (Chandigarh) tariff list for non-NABH accredited hospitals/centres, the applicable tariff and standard inclusions and exclusions shall be decided mutually by the Concessioneing Authority and the Concessionaire in consultation with Confirming Party.
- As and when the centre is NABH accredited, the NABH rates of the centre will be implemented.
- Under any circumstances, the centre shall not refuse to undertake the procedure on the ground of non-availability of tariff for the procedure.
- Under all circumstances, the rates and terms and conditions of Packages of Ayushman Bharat/ CGHS Chandigarh shall be followed. As and when the rates of Ayushman Bharat/CGHS Chandigarh rates are increased, the rates of the heart centre will increase accordingly.

Annexure: I

RFP letter from Bidder

To

The Director,

Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh

Submission of Request for Proposal (RFP) for Setting up of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility at **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana.**

Sir,

Kindly refer to your letter No._____ dated_____ regarding Request for Proposal (RFP) and technical presentation for setting up of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility at **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana.** In response to the same we are submitting the bid along with the following bid documents:

1. Cost of RFP form fee amounting to INR 23,600 in the shape of Demand Draft in Favor of **DIR TENDER SHKM GOVT. MEDICAL COLLEGE, payable at Nuh of Bankdated.....**
2. A set of complete Bid documents in token of acceptance of all terms and conditions is submitted. It includes the following:

Annexure No	Title

3. Self- Attested copies of experience with summarization of experience in the following format:

SNO.	Name of Project	Years of Experience	Nature of Experience	No. of Procedures done in a month (Angioplasty and Angiography separately)

4. Price bid in the format as specified in BOQ in online bid.

In view of the above you are requested to kindly make it convenient to give us further time for the presentation on technical bid before the committee and consider our tender.

Thanking you,
Yours faithfully,

Company seal and stamp

ANNEXURE-I (A)

Letter comprising the Technical Bid for Qualification

(Refer Clauses 2.1.4 and 2.15)

To,
The Director
Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.
Date

Sub: Technical Bid for Qualification for “Provision of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility at Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana on PPP Basis (Project)”

Dear Sir,

1. With reference to your RFP document dated..., I/we having examined the RFP document and understood its contents, hereby submit my/our Technical Bid for Qualification for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Technical Bid and the documents accompanying such Technical Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Technical Bid and in Annexure I(B) and I(C) is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Technical Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Technical Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b) I/ We do not have any conflict of interest in accordance with Clause 2.1.2 of the RFP document; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice,

- coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.14 of the RFP document.
 9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
 10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a member of any other Consortium submitting Bids for the Project.
All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
 11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/ We further certify that regarding matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
 14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at ANNEXURE-V thereof.
 15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 16. I/ We acknowledge and undertake that our Consortium was qualified and allowed to participate in the Bidding Process on the basis of Technical Capacity and Financial Capacity of those of its Members who shall throughout the Concession Period, hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire and the Lead Member shall, hold equity share capital not less than (i) 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 25% (twenty five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
 17. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with this RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession

Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
19. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
20. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
21. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
22. I/ We have studied all the Bidding Documents carefully and surveyed the project facilities. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
23. I/ We offer a Bid Security of INR 18 Lakhs only to the Authority in accordance with the RFP Document.
24. The proof of Bid Security deposited online is attached.
25. The documents accompanying the Bid, as specified in Clause 2.12 of the RFP, have been submitted in the format as specified in Clauses 2.12.
26. I/ We agree and understand that the Bid is subject to the provisions of the bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to me/us or our Bid is not opened or rejected.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
29. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words).
30. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

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

Yours faithfully,

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

^{\$} Omit if the Bidder is not a Consortium.

ANNEXURE I (B)

Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - a. Name
 - b. Designation:
 - c. Address:
 - d. Phone Number:
 - e. Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint. Bidding Agreement, as envisaged in Clause 2.2.8(g) should be attached to the Bid.

S.no	Name of Member	Role* Refer Clause 2.2.8(d)	Percentage of equity in the Consortium Refer Clause 2.2.8(c)& (g) iv
1.			
2.			
3.			
4.			

(c) Information regarding the role of each Member should be provided as per table below:

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

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

Name of Bidder/ member of Consortium:

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

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

ANNEXURE – I (C)
Technical Capacity of Bidder
(Refer to Clause 2.2.4(A) of the RFP)

The bidder must give an affidavit, attested by a notary on a non-judicial stamp paper of Rs.100 corroborating his technical capacity as mentioned below:

The bidder should have been operating at least one Cardiac Cath-labs in any Government/ Private Hospital for at least 3 years.

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

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

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

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

Describe the shareholding of the Applicant/ Consortium Member in the Associate

Name of the audit firm:

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

[§] If the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified, and copies of the relevant law may be enclosed and referred to.

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

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

Note:

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

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

ANNEXURE-I (D)
Financial Capacity of the Bidder

(Refer to Clause 2.2.4(B) and

Category -II, of the RFP)

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

Applicant Type^{\$}	Annual Turnover (INR Crores)		
As on	31st March 2022	31st March 2023	31st March 2024
Single entity Applicant			
Consortium Member 1			
Consortium Member 2			
Consortium Member 3			
Average Annual Turnover			
Net Worth [€]			

Name & address of Bidder's Bankers:

^{\$}An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

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

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

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

Certificate from Statutory Auditor/ Company Secretary regarding Associate^{\$}

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

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

{Describe the shareholding of the Applicant/Consortium Member in the Associate}

Name of the audit firm:

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

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

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

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

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials.
 - b. be audited by a statutory auditor.
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation.
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not

available for distribution to equity shareholders).

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.14.
5. In the case of a Consortium, a copy of the Joint. Bidding Agreement shall be submitted in accordance with Clause 2.2.8 (g) of the RFP document.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.7(b) of the RFP document.

ANNEXURE-I (E)

Affidavit

(To be given separately by each JV member, in case of a JV or otherwise by the Bidder on a Stamp Paper of Rs. 10-)

I,..... So, resident of, the (insert designation) of the(insert name of the single Bidder Member if a JV), do solemnly affirm and state as under :

1. That I am the authorised signatory of(insert name of company JV member) (hereinafter referred to as “Bidder Member”) and I am duly authorised by the Board of Directors of the Bidder Member to swear and depose this Affidavit on behalf of the bidder member.
2. That I have submitted information with respect to our eligibility for the “Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh Haryana** on Design, Finance, Equip, Operate and Manage Model” (hereinafter referred to as “Project”) and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. **That** I hereby affirm to furnish any information, which may be requested by Concessioneing Authority to verify our credentials information provided by us under this Proposal and as may be deemed necessary by the Concessioneing Authority.
4. **That** if any point of time including the Concession Period, in case Concessioneing Authority requests any further additional information regarding our financial and or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of Concessioneing Authority.
5. **That** I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP Proposal shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. That, we fully acknowledge and understand that in case any false or misleading information, as furnished by us in our RFP, is found at a later stage after the signing of the Concession Agreement between Concessioneing Authority and (Insert name of organization

JV-JV), it shall entitle Concessioning Authority to terminate the said signed Concession Agreement between the Parties. The costs and risks for such termination shall be entirely borne by us.

7. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION: -

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of.....2024.

DEPONENT

Annexure I (F)
Format of Parent Holding Company Deed of Guarantee

FORMAT OF PARENT HOLDING COMPANY DEED OF GUARANTEE (TO BE MADE ON STAMP PAPER OF REQUISITE VALUE AND NOTARISED)

DEED OF GUARANTEE

THIS DEED OF GUARANTEE executed at _____ this ____ day of _____ by Ms _____ (mention complete name) a company duly organized and existing under the laws of _____ (insert jurisdiction country), having its Registered Office at _____ hereinafter called “the Guarantor” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

- A. **DIRECTOR, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana (hereinafter called “Concessioning Authority”)** (which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns), had, invited Bids proposals for the “Project” – Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana** on Design, Finance, Equip, Operate and Manage Model by issuing Request For Proposal (“RFP”) document (including its addendums) to the prospective “Bidders” to implement the said Project for and on behalf of the Concessioning Authority.
- B. Ms.....(mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction country), having its Registered Office at _____ (give complete address) hereinafter called “the Subsidiary”, which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, * is a Subsidiary of the Guarantor, which has in response to the above mentioned RFP document (including its addendums) is submitting its Bid Proposal to **DIRECTOR, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana (hereinafter called “Concessioning Authority”)** to fulfil the condition that the Subsidiary shall arrange a guarantee from its Parent Holding company, guaranteeing due and satisfactory performance of the work covered under the

* Subsidiary shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor / Parent / Holding Company, by way of ownership of more than 50% (fifty per cent) of the voting shares of such Subsidiary company. In case of a person (which is not a company or corporation), the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

said RFP document (including its addendums) or any change made in may be deemed appropriate by the Concessioneing Authority at any stage.

- C. The Guarantor represents that they have gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the Subsidiary for the successful execution of the same.
- D. The Guarantor is executing this Deed of Guarantee in favor of the Concessioneing Authority, wherein the Guarantor and the Subsidiary shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging providing technical, financial and such other supports as may be necessary to the Subsidiary for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Concession Agreement contained in the RFP document.
- E. Accordingly, at the request of the Subsidiary and in consideration of and as a requirement for Concessioneing Authority to enter into agreement(s) with the Subsidiary, the Guarantor hereby agrees to give this guarantee and undertakes as follows:
 - 1. The Guarantor (Parent Holding Company) unconditionally agrees that in case of non-performance by the Subsidiary of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by Concessioneing Authority, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to Concessioneing Authority and duly perform the obligations and responsibilities of the Subsidiary to the satisfaction of Concessioneing Authority. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, Concessioneing Authority shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to Concessioneing Authority for any non-performance or unsatisfactory performance by the Guarantor or the Subsidiary of any of their obligations.
 - 2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the Subsidiary till the completion of the Concession Period (including any extension).
 - 3. The Guarantor shall be jointly with the Subsidiary, as also severally responsible for the satisfactory execution and performance of Project during the currency of the "Concession Agreement" to be entered between the Subsidiary and Concessioneing Authority.
 - 4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and affect all the governmental and other approvals, permits and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
 - 5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only Chandigarh, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.
7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance, and observations of the obligations hereunder do not contravene any existing law or any judgment.
8. The Guarantor represents and confirms that in pursuance to Para Point 7, the Guarantor has submitted and provided to Concessioneing Authority (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Concession Agreement.

For & on behalf of (Parent /Holding Company)

M/s_____

Witness:

1.

2.

Annexure: II
Power of Attorney for signing of Bid
(Refer Clause 2.2.8)

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

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

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

..... DAY OF2024.

For.....

.

(Signature, name, designation and address)

Witnesses

:

1.

2.

Accepted

Notarized

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-III
Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.9c)

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

.....

For (Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title) (Executants)

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

1

2

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE IV
Joint Bidding Agreement

(Refer Clauses 2.2.9 (g) of the RFP)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of.....
2024 **AMONGST**

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

AND

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

AND

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

The above-mentioned parties of the FIRST, SECOND, THIRD (So on) PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- A. The Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana, represented by its Director and having its principal office at Nalhar, Nuh. (Hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bid**”) by its Request for Proposal No..... dated.....(the “**RFP**”) for qualification and short-listing of bidders for development and operation/ maintenance of.....Project (the “**Project**”) through Public Private Partnership.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bids.

Now It Is Hereby Agreed As follows:

1. Definitions and Interpretations

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

2. Consortium

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

\$ The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).
Associates.

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties *

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

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective.
- b. Party of the Second Part shall be Financial Member of the Consortium.
- c. Party of the Third Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that each of the members, whose Technical and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV throughout the Concession Period and shall further commit that the Lead Member shall, hold equity share capital not less than: (i) 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 15% (fifteen per cent) of the Total Project Cost specified in the Concession Agreement throughout the Concession Period;

*the number of parties to be incorporated into the Joint Agreement may be decided upon by the bidder themselves and the role of each party should be clarified properly.

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

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

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained.

- (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof.
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

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

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

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

WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

SECOND PART

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

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

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure: V
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1)

No. 6 / 4 / 2001-DD-II Government of India Department of Disinvestment
Block 14, CGO Complex
New Delhi
Dated 13th July, 2001

OFFICE MEMORANDUM

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

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

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision regarding the nature of the offence would be taken on case-to-case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision regarding the relationship between the sister concerns

would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

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

Annexure-VI

RFP Form for Super-Specialty Interventional Cardiology Services

with Cardio-thoracic surgery facility at **Government Medical College** _____

Self attested
stamp size
photo (of
Individual/
Lead Member

Cost of RFP form / applicable fee: (Rs. _____ (non-refundable) should be deposited by demand draft in favour of the Director, Government Medical College.....Haryana	Rs. _____ DD.No. _____ Dated _____ Bank _____
Due date for submission of Bid	
Opening time and date	
Please specify as to whether Bidder is consortium. Name and address and telephone no. of directors/partners should be specified	_____ _____ _____
Names, addresses of firm/consortium and Telephone numbers	_____
Registration No. of the firm/consortium under Companies Act	_____ _____
Service Tax Registration Number (if applicable)	
Name, Designation, address, and telephone no. of authorized person of firm/consortium to deal with	_____ _____ _____
a) copy of PAN card issued by Income Tax Dett. b) copy of previous three financial year's Income Tax Returns (attached or not)	_____ _____
Employees provident fund account no.	_____

	ESI Number	_____
	License number under contract labour (R&A) Act, if any	_____
	Details of the security deposit a) Amount	_____ _____ _____ _____
	Any other information	
	Declaration to the bidder	

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder)

Name and address (with seal)

ANNEXURE VII

Letter along with the Financial Bid submitted online in BOQ.

(Refer Clauses 2 C)

Dated:

To

The Director,

Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana

Sub: Bid for Provision of Interventional Cardiology, Cath- Lab Services at Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana on PPP Mode.

Dear Sir,

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

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, finance, operation, and maintenance of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2 of the RFP document; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any

corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) The undertakings given by us for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document
 - 8. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the Technical Criteria
 - 9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a member of a/ any other Consortium submitting a Bid for the Project
 - 10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 11. I/ We further certify that regarding matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 - 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 - 14. I/ We acknowledge and undertake that our Consortium was short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 25% (twenty five per cent) of the Total Project Cost specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership
 - 15. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such

change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

16. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.
17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/ We have studied all the Bidding Documents carefully and surveyed the (project, OPD/IPD and patient load). We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/ We offer a Bid Security of Rs 18 Lakhs only to the Authority in accordance with the RFP Document.
21. The Bid Security submitted online in e-tendering portal
22. The documents accompanying the Bid, as specified in Clause 2.11.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The rate has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.
27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
28. I/ We hereby submit our Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

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

Yours faithfully

Date

(Signature, name and designation of the Authorised signatory)

Place:

Name and seal of Bidder/Lead Member

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

Signature of the Bidder

Name and Address_____

Telephone Number_____

INDICATIVE FORMAT FOR FINANCIAL BID (BOQ)

(For indicative and illustrative purposes only. The Financial Proposal shall only be submitted on the excel sheet provided for such submission on the e-Procurement Portal)

Name of work: Providing Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana on Design, Finance, Equip, Operate and Manage Model

Sr. No.	Description of Item/Service	Percentage Discount Offered on Ayushman Bharat/ CGHS Chandigarh Tarriiff List as per Annexure-A/Annexure-B (strike out whichever is not applicable)
1.	Providing Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana on Design, Finance, Equip, Operate and Manage Model	

Annexure: VIII
Undertaking

FORMAT FOR PROJECT UNDERTAKING
(On A Stamp Paper of INR 100/-)

To

(Designation and name of the Competent authority)

Name of the Firm/consortium.

Name of the Tender. _____ due date _____

Sir

1. I/we hereby agreed to abide by all terms and conditions laid down in RFP document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/we hereby agree to post the staff at the Cardiology centre as per the laid down guidelines in the RFP.
4. I/we hereby agree to install the machines at the Cardiology centre as per the laid down guidelines in the RFP.
5. I/We shall abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, relieving charges, uniform and allowance, thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by Govt of Haryana from time to time and will also comply with other statutory provisions and shall be fully responsible for any violation.
6. I/We shall provide services through trained personnel and workers.
7. I/We do hereby undertake that neat and clean environment of health care establishment shall be ensured by our agency as well as any other point considered by our agency. Our services shall be covered under "Fidelity Bond" through Insurance Agency for a minimum sum of 3 months value of services. The Insurance Company charges for fidelity bond shall be paid by me/us.

Dated this _____ Day of _____

Name of the Bidder _____

Signature of the authorized person

Annexure: IX
Form of Bank Guarantee

KNOW ALL MEN by these presents that we _____(Name & Address of the Bank), having our registered office at _____(herein after called “the bank”) do hereby jointly severally bind ourselves and our respective successor, administrator and assigns, to pay the Director General, Medical Education & Research, Haryana, (hereafter called the competent authority) on demand the sum of Rs. _____(Rupees_____).

WHEREAS _____(Name of the bidder)(herein after called the “the bidder”) has submitted his bid dated _____ for setting up of Interventional Cardiology Services like Cath-Lab at Govt. Medical College _____. (herein after called the bid))

WHEREAS the bidder is required to furnish a bank guarantee initially valid for a period of 5 years, extended thereof for another 5 years, for the sum of Rs. _____ in the form of a Bank Guarantee or Fixed Deposit receipt (FDR) from a Nationalized Bank pledged in favour of Director General, Medical Education & Research, Haryana for ____ year or till commissioning of project. As bid security against the bidder’s offer as aforesaid. After satisfactory installation and commissioning of the facility, Performance Bank Guarantee of Rs. _____in the form of a Bank Guarantee or Fixed Deposit receipt (FDR) from a Nationalized Bank pledged in favour of Director General, Medical Education & Research, Haryana, for the entire period of contract.

AND WHEREAS _____ (name of bank) have at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

1. That the competent authority may without affecting this Guarantee Grant Time of other to or indulgence to or to further negotiate with the bidder regarding the conditions contained or add thereto any further conditions as may be mutually agreed upon between the institute and the bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our bank or in the constitution of the bidder.
3. That this guarantee commences from the date of hereof and shall remain in force till the bidder in case the bid is accepted by the competent authority executes formal agreement after furnishing the performance bank guarantee of nationalized bank based in India
4. That the expression “the bidder” and “the bank” herein used shall, unless such an interpretation is repugnant to the subject or context include their respective successors and assignees and also their administrative.

The conditions of this obligation are:

1. If the bidder withdraws his bid during the period of tender validity specified in the form of tender, or
2. If the bidder refuses to accept the correction in his bid; or

3. If the bidder having been notified of the acceptance of bid by the competent authority during the period of tender validity and
 - a. Fails or refuses to furnish them bank guarantee and/or
 - b. Fails or refuses to enter a contract within the time limit specified in clause ____ of the NIT.
4. If the tender is terminated on the allegation of production of false/ forged documents for obtaining the contract.
5. If the contract is terminated for reason that the agency is blacklisted by UT Chandigarh Administration or any other state government or union government.

We here by undertake to pay to the competent authority up to the above amount on receipt of its first written demand, without the competent authority substantiate their demand the competent authority will note that the amount claimed is

Signature of witness

Name of witness

Address of witness

Stamp/ seal of bank

Signature of authorized official of the bank

Name of official_____

Designation_____

ID No._____

In witness whereof I/We of bank have signed and sealed this guarantee of on day ____of__ month _____ year herewith duly accepted.

For and on behalf of the _____bank

Signature of authorised bank official

Name of official_____

Designation_____

ID No._____

Stamp/ seal of bank

Signed, sealed, and delivered for and on behalf of the bank by the above named _____ in the presence of

Witness 1

Signature

Name _____

Address _____

Witness 2

Signature

Name _____

Address _____

ANNEXURE- X
Concession Agreement

THIS AGREEMENT is entered into on this the day of

BETWEEN

1. The Governor of Haryana acting through **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh,** Haryana which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of the First Part.

AND

2. _____ having its registered office at -----, (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part.

WHEREAS.

- (A) Medical Education & Research Department, Government of Haryana has taken initiatives to strengthen tertiary Level Interventional Cardiology services of health care delivery system in the State. The purpose of these initiatives is to improve the health status of the people of the State.
- (B) As part of these initiatives, Government of Haryana has identified for establishment of Interventional Cardiology Facilities in the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana** with the participation of private sector/NGOs for providing Interventional Cardiology Services. The objective of this initiative is to have greater access of the people to quality Tertiary Level services at affordable cost. Accordingly, Government has decided to establish facility under the PPP mode in the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana**.
- (C) The Government had prescribed the technical and commercial terms and conditions and Invited bids from interested parties for undertaking the Project (as hereinafter defined) under Public Private Partnership (PPP) framework and in response thereto received proposals from several bidders including the Successful Bidder.
- (D) After evaluation of the technical and financial bids received, the Government had accepted the bid of _____ (the “**Successful Bidder**”) and issued its letter of award No. /----- dated ----- (hereinafter called the “**LOA**”) to the Successful Bidder requiring, inter alia, the execution of this Concession Agreement within 60 (Sixty) days of the date of issue thereof;
- (E) The Successful Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Medical Education & Research Department, Haryana to accept the Concessionaire as the entity which shall undertake and perform

the obligations and exercise the rights of the Successful Bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.

- (F) By its letter dated.... the Concessionaire has also joined in the said request of the Successful Bidder to the Medical Education & Research Department, Haryana to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Successful Bidder for the purposes hereof.
- (G) The Government has agreed to the said request of the Consortium and the Concessionaire and has accordingly agreed for the Medical Education & Research Department, Haryana to enter into this Concession Agreement with the Concessionaire for execution of the Project on Design, Build, Finance, Operate and Maintain DBFOM basis, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

“AMC/CMC” means Annual maintenance contract/ Comprehensive Maintenance contract.

“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.

“Applicable Permits” means all clearances, permits, authorizations, consents and approvals under or pursuant to any of the Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to transact in the facilities and services in accordance with this Agreement.

“Appointed Date” means the date on which the Concession Agreement comes into full force and effect in accordance with the terms outlined therein as mentioned in Article 3.2

“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.

“Ayushman Bharat rates” means the Ayushman Bharat Haryana package rates.

“CGHS” means Central Govt Health Scheme

“Charges/Rates/Price” means rates arrived after incorporating the discount/premium on Ayushman Bharat Haryana rates or where not available then Non-NABH/NABH (National Accreditation Board for Hospital and Health care Providers) CGHS (Central Govt. Health Scheme) rates (as applicable and prevalent from time to time) for Cardia Cath lab as applicable for Chandigarh.

“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 Authority for the Project and for all such other matters as may be necessary in connection with the Project.

“Competent Authority” means the Government Agency responsible for regulating/regulating the operations of the Interventional Cardiology Centre.

“Concession Agreement” means the contract entered between the Contracting Authority and Preferred Bidder for implementing a Public Private Partnership Project.

“Concession Period” shall have the meaning ascribed to it in Article 3.2 of this Agreement.

“Concession” shall have the meaning ascribed to it in Article 2.1 of this Agreement.

“Concessionaire” means the private entity to which a PPP Project is awarded in accordance with the Rules.

“Divestment” Means to sell or dispose of as mentioned in Article 12 Divestment of Right and Interest

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Site.

“Equipment” CATH Lab Machine/XRAY/ECG or any other Equipment installed at Interventional Cardiology Centre as per agreement.

“Financial Agreement” Agreement between Government authority and Concessionaire on financial arrangement

“Free cases” means free cases/ identified patients as per the Govt. of Haryana Policy and certified by the Director, Government Medical College.

“Free Services” means Interventional cardiology services to be provided free of cost as described in Article 5.3(e)

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a Project of the type similar to that of the Project and agreed in consonance with the Concessions authority and the concessionaire.

“Government Agency” means GoH, Director, Government Medical College or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“Government Hospital Patient” All Patient who are Registered under Hospital In patient Department /Outpatient Department and hold a Hospital Registration slip

“Hospital” means Government Medical Colleges of the Government of Haryana.

“Lenders” means financial institutions, banks, funds or trusts that provide or refinance the debt component of the cost of the Project including those providing working capital for the Project.

“Material Adverse Effect” means material adverse effect on:- (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance

with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure as referred in Article 10.

“Medico Legal Cases” All Medico Legal Cases coming to The Govt. Medical College

“DMER/GoH” means the Directorate of Medical Education & Research, Government of Haryana.

“Monitoring Agency” mean the Director, Govt. Medical College, Haryana under whose jurisdiction the Govt. Medical College falls.

“NABH/NABL” National Accreditation Board for Hospital and Health care Providers / National Accreditation Board for Testing and Calibration Laboratories

“PCPNDT Act” means Pre Conception- and Pre Natal-Diagnostic Techniques Act (Prohibition of Sex Selection Act 1994)

“Performance Security” means the bank guarantee furnished by the Concessionaire to the Contracting Authority for the performance of its obligations under the Concession Agreement.

“Project Site/Project Facility” means the unit no. ____/room no. ____ in the Govt. Medical College, particulars whereof are set out in Schedule B in which the Interventional Cardiology Centre is to be implemented and the Cardiac Cath lab to be provided by the Concessionaire in accordance with this Agreement. A **Possession Letter** as per the format set out in the same Schedule (Schedule B) duly signed by “the Concessionaire” shall form part of this Agreement.

“Project” means the equipping, financing, operating and maintaining the Interventional cardiology Centre and providing cardiology services in accordance with the provisions of this Agreement.

“Interventional Cardiology Centre” means the Interventional cardiology Cath lab as described in Schedule A that the Concessionaire is to set up at the Project Site.

“Request for Proposal” or “RFP” means the Tender Document prepared and issued. RFP is a part of concession agreement, if any clause of agreement is contrary to RFP, then agreement shall prevail.

“Standard Operating Procedures” means the service standards and quality assurance systems prepared/stipulated by Concessionaire and approved by the DMER Panchkula, GoH and as submitted by Concessionaire and mutually agreed upon.

“Termination Date” at which termination of project is decided by the government authority after completion of concessionaire period.

“Termination” means early termination of this Agreement pursuant to Article 10 of this Agreement.

“Utilities” means water connection access to sewerage lines, access to Bio Medical Waste disposal services and electricity connection for the Interventional Cardiology Centre.

“Working Day” means any day when the normal operations and services of the MC i.e. operations other than casualty services are available to the public.

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 can apply 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);
- (d) 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.
- (e) The words "include" and "including" are to be construed without limitation.
- (f) Any reference today shall mean a reference to a calendar day
- (g) Any reference to month shall mean a reference to a calendar month.
- (h) 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.
- (j) 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 in this behalf and not otherwise.
- (k) 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.

Part II

The Concession

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the “**Scope of the Project**”) shall mean and include, during the Concession Period:

- (a) Setting up of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana** on Design, Finance, Equip, Operate and Manage Model (Project Facilities) as per the Project Implementation Schedule in conformity with the Specifications and Standards set forth in RFP annexure XII.
- (b) Operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement.
- (c) Performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.
- (d) Augmentation of the Project Facilities if and to the extent is required for the Radiological Diagnostic Centre by the Concessionaire; and
- (e) Removal of the Project Facilities upon expiry or Termination of this Agreement, in accordance with the provisions thereof, unless the equipment is acquired by the Government Medical College as per Article 12.1
- (f) Divestment Rights and Interest.

ARTICLE 3

GRANT OF CONCESSION

3.1 Grant of Concession

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana**, hereby grants to the Concessionaire the Concession set forth herein including the exclusive right and license to undertake the Project (the “**Concession**”) for a period of **10 (ten) years** commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.2 Concession Period

The Concession hereby granted is for a period of 10 years commencing from earlier of the date of installation of all Equipment at the Project Site or 4 (four) months (in case of built up space available) / 7 (seven) months (in case of built up space is not available) after the Appointed Date and ending on expiry of 10 (ten) years from such starting date.....(“the Concession Period”) during which the Concessionaire is authorized to implement the Project in accordance with the provisions hereof. The Concessionaire shall upgrade the machine and equipment installed with the latest software technology upgrade available at any time at the same platform within 3(three) months. The said up-gradation will be in consultation with the committee consisting of **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana**.

Provided that the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** shall be entitled to review the performance of the Concessionaire at the end of one year from the date hereof.

Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date as per Article 10 in this agreement.

3.3 Acceptance of Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project and to perform/discharge all its obligations in accordance with the provisions hereof.

3.4. Project Site and Utilities

- (a) Director, **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana** has on the **date hereof (.....)** handed over to the Concessionaire uninterrupted and free from hindrance access to and physical possession of the Project Site free from all Encumbrances. The Authority hereby represents that the Project Site is only a physical built-up space of size upto **10,000 sq. ft** with electricity and water connections which are adequate for Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility as mutually agreed upon between the

authority and Concessionaire for the smooth and efficient running of the Interventional Cardiology Centre. The layout and Map of the site is as attached in Annexure XX of RFP.

- (b) The designing of the Project Site, along with any construction (temporary/permanent) of the rooms and electricity/water charges and any other expenditure related to the upkeep of the Project Site provided shall be on the onus of the Concessionaire.
- (c) The Concessionaire shall have the right to the use of the Project Site in accordance with the provisions of this Agreement.
- (d) The Concessionaire shall not part with or create any Encumbrance overall or any part of the Project Site.
- (e) The Concessionaire shall with the prior permission in writing of Director, Government Medical College carry out structural or major modifications in the Project Site as may be necessary in its opinion for the Interventional Cardiology Centre.
- (f) The Concessionaire shall not without the prior written consent or approval of Director, Government Medical College use the Project Site for any purpose other than for the purpose of the running and operating the Interventional cardiology centre and for purposes incidental or necessary thereto nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
- (g) At all times during the subsistence of this Agreement, Director, Government Medical College shall provide/arrange for Utilities for the Interventional Cardiology Centre. The water and electricity Connection shall be provided. The electric cabling along with the required electricity load and water connection will be provided by Medical College authorities up to the Interventional Cardiology Centre. A separate electric and water meter shall be installed by the Concessionaire to record the actual electricity and water consumed at the Interventional cardiology centre and the Concessionaire shall pay for the electricity and water consumed in accordance with the provisions of this Agreement. Installation Charges shall be borne by the Concessionaire.

3.5 Upon the expiry of the aforesaid Concession Period (and not in case of any premature Termination), the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** at its sole discretion, shall have the right to retain or re-plan the existing Project structure. However, in case the Authority decides to re-bid this Project on Public-Private-Partnership (PPP) basis, on the existing Project structure, within a period not later than 1 (one) year from the date of the expiry of Concession Period, the Concessionaire shall be given the **“First Right of Refusal”** i.e. the Concessionaire would be allowed to match the financial proposal of the lowest bidder under such re-bid. In the event the Concessionaire opts to exercise the **“First Right of Refusal”** and matches or improves upon the bid of the lowest bidder, the Project shall be awarded to the Concessionaire and the lowest bidder whose bid has been matched or improved upon, shall have no right for being declared as the Successful Bidder. However, the terms and conditions of the bidding process as well as those of the bidding documents shall be determined at relevant point of time by the Medical Education & Research Department at its sole discretion.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

- 4.1.1 Save and except as expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the condition's precedent specified in this Article 4.1 (the “**Conditions Precedent**”).
- 4.1.2 The Concessionaire may, upon providing the Performance Security to the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** in accordance with the RFP document, at any time after 45 (forty five) days from the date of this Agreement or on an earlier day acceptable to the Government, by notice require the Director, Government Medical College to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.2 within a period of 15 (fifteen) days of the notice, or such longer period not exceeding 45 (forty five) days as may be specified therein, and the conditions precedent required to be satisfied by the Director, Government Medical College prior to the Appointed Date shall be deemed to have been fulfilled when the Director, Government Medical College shall have:-
- (a) Provided to the Concessionaire with the possession of Project Site with a built-up area of upto 10,000 **square feet** for the setting up of Interventional Cardiology Centre.
- 4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:
- (a) Provided Performance Security to the Director, Government Medical College.
 - (b) Executed the Financing Agreements and delivered to the Director, Government Medical College 3 (three) true copies thereof, duly attested by a Director of the Concessionaire.
 - (c) Delivered to the Director, Government Medical College of Medical College 3 (three) true copies of the Financial Package, duly attested by a Director of the Concessionaire.
 - (d) Delivered to the Director, Government Medical College from the Consortium Members, their respective confirmation, in original, of the correctness of their representations and warranties set forth in sub-Article (k), (l) and (m) of Article 8.1 of this Agreement; and
 - (e) Delivered to the Director, **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** a legal opinion from the legal counsel of the Concessionaire with respect to the authorized signatory of the Concessionaire to enter into this Agreement and the enforceability of the provisions.
- 4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 4.1.5 The Parties shall notify each other in writing at least once a week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 General

- 5.1.1 The Concessionaire shall deposit a Performance Security of Rs. **45 Lakhs (Rupees Forty-five Lakhs)** only in the form of Bank Guarantee/ Fixed Deposit in Favor of **DIR TENDER SHKM GOVT. MEDICAL COLLEGE payable at Nuh**, from any scheduled bank (of net worth more than Rs 500 Crores). 30% of the performance security shall be released after every 30 months, starting from the date of operationalization of the Project. The remaining 10 % of the performance security shall be kept valid till completion of 60 days from the end of the Concession Period (60 days + Concession Period). The performance security is for the due and faithful performance of the obligations by the Concessionaire under this Agreement.
- 5.1.2 The Concessionaire shall before installation of any Equipment shall get approval of the Director, Government Medical College of the non-commercial terms of purchase order of the machine. The concessionaire shall submit individual purchase order for each equipment at the time of inspection prior to operationalization.
- 5.1.3 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its cost and expense procure finance for and undertake the design, engineering, procurement, operation, and maintenance of the Project Facilities and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 5.1.4 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (PCPNDT- Pre-conception and Pre-natal Diagnostic techniques Act Prohibition of sex selection Act 1994, AERB- Atomic Energy regulatory Board and Biomedical Waste Management rules, etc including renewals as required) in the performance of its obligations under this Agreement.
- 5.1.5 All The machines and equipment to be installed should be brand new and not second hand or re-furbished.
- 5.1.6. The User Fee rates, as decided during the bidding process, shall apply for the period of 10 years, and as and when the Ayushman Bharat Haryana Rates/ Central Govt. Health Scheme (CGHS) Rates are increased representation is to be made by the Concessionaire to the Government, which shall then decide upon the new rates applying the same percentage discount/ premium offered during the bid stage.
- 5.1.7 The Concessionaire may advertise at places within the Project Site, and anywhere else in the Govt. Medical College at places to be decided by the Director, Government Medical College.
- 5.1.8 The Concessionaire will solely/jointly and severally (in case of consortium) be responsible for its act and for any act of wilful omission or commission done by any of its employee within the premises of Medical College. All staff engaged by the Concessionaire will be the employees of the Concessionaire for all intents and purposes and there shall be no relationship of an employer and employee between the Medical Education & Research Department Haryana and the employees of the Concessionaire. The Concessionaire shall indemnify and keep indemnified

and otherwise hold harmless, **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh,** its Officers, Officials and employees from and against all claims, demands made against and/or for loss caused, damages suffered or costs, charges/expenses incurred to and/or penalty levied and/or due to injury to or death of any persons and or loss or damage caused or suffer to property owned or belonging to the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh,** its officers, officials and employees as a result of any acts, deeds or thing done or omitted to be done by the Concessionaire and its employees.

- 5.1.9. **Hours of Operation:** The Interventional Cardiology Centre, Cath Lab Services shall run compliance with the Labor and other applicable local laws and shall provide **24x7 services** as per good practices of the industry.

The services shall be provided on first come first always serve basis and the token system shall be followed at the Interventional Cardiology Centre. Priority is to be given to emergency cases, senior citizens or those patients mandated by Director, Government Medical College.

- 5.1.10. **Name of the Centre-** the name of the centre shall be on the Govt. Medical College name.

- 5.1.11 **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh,** will be entitled to take a copy of films/record of patients having diagnosis of academic interests.

5.2 Project Implementation

- (a) The Concessionaire shall within 3 months (in case of built-up space available) of the date of handing over of the Project Site, install the equipment at the Project site with such furniture and equipment as may be required and mandated by this agreement for the Interventional Cardiology Centre, Cath lab Services. Such works shall be carried out by the Concessionaire at its own cost and expense. The concessionaire shall develop a minimum 20 bedded CCU along with the CATH LAB and the Cardiothoracic Operation theatre as per Good Industries practice. Facility of CTVS be started within three months of handing over of the site. In case CTVS facility is not started, damages for gap in service shall be levied i.e @Rs. 5000/- per week of delay for up to three months and then @ Rs. 10000/- per week after three months. Till then the selected concessionaire should have tie up with at least 2-3 centres as per availability in the district, if not available then with CTVS centres in neighbouring districts or with private medical colleges. This is required for providing affordable and cost-effective treatment to all patients.
- (b) The Concessionaire shall hire qualified technical personnel and train them to manage the Interventional Cardiology Centre and provide the Diagnostic and therapeutic Services (as per the successful bids and the service for which is a successful bidder). This is mandatory for the concessionaire to comply. The Concessionaire shall comply with the rules and guidelines for hiring/engaging of technical personnel.
- (c) The Concessionaire shall submit a certificate duly issued by the original manufacturer of the machines/ equipment to be installed at the centre at the time of executing this Agreement that the equipment and accessories supplied by them are original, genuine and new and that the original manufacturer of the equipment will be able to supply spare parts of the equipment during the currency of this agreement;

A certificate detailing the technical specifications of the CATH LAB machine shall also be submitted by the Concessionaire and at the time of signing the Agreement.

The Concessionaire should also submit where applicable the inspection report of the equipment done by a third party at the time of export of the machine to India.

- (d) The maintenance of the hardware and software of the machine and equipment shall be the responsibility of the Concessionaire and it shall ensure the smooth functioning of the centre. The Concessionaire will appoint its technically qualified doctors, nurses, and technician to supervise, operate and maintain the CATHLAB centre. **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** will not in any way be responsible for any breakdown/malfunctioning/any act of omission or commission which may arise out of the functioning of the machine.
- (e) In case of any breakdown of the machine (other than power failure) the Concessionaire shall make alternate arrangement for getting the services only for emergency cases, from the open market whenever available at its own costs. Whenever possible, the Medical College shall provide the support staff along with ambulance services to emergency patients. In the event of failure on the part of the Concessionaire to rectify the defect in the machinery/equipment and to resume its operation within 60(sixty) days from the date of interruption in operation of except the Force Majeure event, this Agreement may be terminated by **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** which may further forfeit the Performance Security.
- (f) The Concessionaire shall procure the Applicable Law required for commencing the Interventional Cardiology Services including the licenses required under atomic energy Regulatory Board – AERB/ Preconception and pre-natal diagnostic techniques Act – Prohibition of sex selection Act PCPNDT act 1994 or any other applicable law.
- (g) The Concessionaire shall commence providing of the Services only after the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** has duly certified that all requirements of all the concerned Rules and guidelines in respect thereof have been fulfilled. Provided, the Concessionaire shall procure such certification of the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** latest by three (3) months from the date which shall not be unreasonably withheld or delayed hereof failing which this Agreement shall be liable to be terminated. Action shall be taken against the erring Director, **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** in this regard.

5.3 Operation and Maintenance - The Concessionaire shall operate and maintain the Interventional Cardiology Centre, Cath Lab Services and provide the selected, as under:

- (a) Operate and maintain the Interventional Cardiology Centre, conduct the Diagnostic/Therapeutic Services as per the Standard Operating Procedures and in absence thereof, Good Industry Practices.
- (b) Deliver services of highest quality to commensurate with Standard Operating Procedures e.g. American Heart Association or Government of India guidelines on interventional cardiology issued from time to time and in absence thereof, Good Industry Practices.

- (c) Maintain cleanliness, dispose of waste and maintain the Project Site and the Interventional cardiology centre as per guidelines issued by the Haryana Pollution Control Board.
- (d) The centre shall be developed and run within the designated space provided by the Medical Education & Research Department Haryana within the premises of the Medical College. The Concessionaire will provide mandatory sitting services through its staff during as per the standard interventional cardiology guidelines for the Patients. The concessionaire is free to provide services to even private patients, however the charges shall be same as those of the government hospitals referred patients. The services shall be provided on first come first serve basis and in all cases; token number will be followed, except in case of emergency/Senior Citizens. For indoor patients all investigations are to be included in package and sample must be collected within the centre by concessionaire. For OPD Patients concessionaire should have a tie up for getting the investigation done as per Central Government Health Scheme CGHS Chandigarh base rates.
- (e) the equipment will be installed within the premises of the Govt. Medical College. The Concessionaire will provide mandatory sitting services through its staff. The Concessionaire shall give access to Medical College authorities only for research and teaching activities of the Medical College. The right to access is only for teaching/Research activities. Teaching on equipment is restricted and the risk during this period shall be borne by the Medical College Authorities; The Access for teaching/research purposes shall not be for more than 2(Two) hours in a calendar day and the access shall not be given for study/research on private patients.
- (f) the payment of the free cases of the month, shall be done by the Medical College within 60(sixty) days, failing which a damage at a rate of SBI base rate +2 % per annum shall be charged from the defaulting MC after passage of 60(sixty) days in case of non-payment of free cases after 60(sixty) days. If left unpaid till 120(one hundred and twenty) days from the first set of unpaid claims, the Concessionaire shall have the right to refuse doing the free cases, till the time the Medical College authorities reimburse the pending free cases of pendency more than 60(sixty) days. The employees of the Concessionaire will be answerable for their conduct to the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** The Concessionaire shall provide complete address details of all the staff working in this centre, including the mobile numbers/telephone numbers to **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** who shall maintain these address details for any exigencies.
- (g) A Chief Interventional Cardiologist will be appointed by the second party exclusively for the proposed Cath Lab Centre who must have an experience in all types of Interventional cardiology procedures, of more than 3(three) years after gaining his DM/DNB degree in Cardiology.
- (h) The rest of the Interventional cardiologists who will be working in the proposed Cath lab shall have minimum 2(two) years' experience on Cath Lab Interventions and procedures after their DM/DNB Cardiology degree.
- (i) In the event of the Concessionaire not being able to perform its obligations pursuant to this Agreement as a result of Force Majeure event including but not limited to acts of God like natural disaster, thunder, lightning, and earthquake; storm, typhoon, draught and flood invasion or an act of foreign enemy, instructions/ directions order or any Government authority or court of law, the Concessionaire shall give notice (Force Majeure notice) to the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** of any such Force Majeure

event as soon as reasonably practicable, but not later than seven days after the date on which the Concessionaire knew or should have reasonably known the commencement of the Force Majeure event. If the Concessionaire has taken all reasonable steps towards mitigating the effect of a Force Majeure Event, then the obligations of the Concessionaire shall be suspended to the extent that it is affected by the Force Majeure event so long as it continues.

- (j) **CMC/AMC (Annual maintenance contract/ Comprehensive Maintenance contract) for the equipment's** -The Concessionaire shall make its own arrangements for CMC/AMC of the equipment. The cost of repair and maintenance will solely be borne by the Concessionaire.
- (k) Arrange for and maintain security of the Interventional Cardiology Centre at its own cost.
- (l) 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 and submit the same for review of **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** or any Governmental Authority.
- (m) Set up systems for the operations of the Interventional Cardiology Centre including systems in respect of inventory management, customer servicing, financial accounting, record-keeping, and MIS. The system should be conveniently accessible Director, Government Medical College for monitoring and verification.
- (n) Submit monthly reports in prescribed format to Director, Government Medical College. (As Per Schedule C).
- (o) Submit documents needed as per Standard Operating Procedures in a timely manner.
- (p) Coordinate with **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** or a person designated for such co-ordination by the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** for matters concerning operational activities relating to patient servicing on day-to-day basis.
- (q) Abide by the advice of the **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** under whose jurisdiction the Govt. Medical College falls and who shall be monitoring the Interventional cardiology Centre and the Diagnostic/Therapeutic Services provided therein and install/provide for a suggestion box in the Interventional Cardiology Centre to enable patients to give feedback based on which actions are to be taken for patient/customer satisfaction.
- (r) Make prompt payment of user charges for the water and electricity and medical gasses used in the Interventional Cardiology Centre as per the billing of the provider based on the meter reading of the meter installed for the purpose of recording the said supply to the Interventional Cardiology Centre.
- (s) Make prompt payment to the suppliers to ensure uninterrupted supply of reagents, stocks and consumables required for the Interventional Cardiology Centre.
- (t) Regularly pay salaries and other emoluments to the staff engaged by it at the Interventional Cardiology Centre.
- (u) Display the price list, test wise/ procedure wise, in the Interventional Cardiology Centre.

- (v) Maintain a record of bills issued and amounts collected and submit the counterfoils of the bills issued for inspection of Government Medical College, Government of Haryana, or any person(s) designated for such inspection by Medical College, Government of Haryana.
- (w) Obtain and maintain insurances for the Interventional Cardiology Centre as per Good Industry Practice including insurances against damages to property due to force majeure, insurances against theft and loss of equipment, insurances against professional indemnity for the Diagnostic/Therapeutic Services.
- (x) Install and maintain DG Sets/UPS for the Interventional Cardiology Centre.
- (y) Arrange for and provide provision of integration of the E-UPCHAR services of the Medical Education & Research Department Haryana with the Interventional Cardiology Centre.
- (z) Arrange and provide training to the hospital staff including the doctors of the Medical College, if required by the Medical College administration, without any condition or any other obligation.

5.4 Free services

The Haryana Government policy on free services for diagnostic tests is applicable to Free Cases. The fees of all such free patients of total case in month shall be paid by the Director, Government Medical College through User Fee as per Article 5.3 (e) of this Agreement.

5.5 Stable Availability

The Concessionaire shall ensure that all the Services are always available during the tenure of the Concession.

5.6 Employment of foreign nationals

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

5.7 Employment of trained personnel

The Concessionaire shall mandatorily ensure that the personnel engaged by it in the performance of its obligations under this Agreement are always properly trained for their respective functions. The minimum standards for persons employed in various positions, including the minimum

training standards shall be as per the Standards and Specifications set forth in Annexure- XIII of the RFP.

5.8 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Director, Government Medical College, be or become directly or indirectly engaged, concerned or interested in any business other than the provision of diagnostic services.

5.9 Damages– Following damages (till the short comings reaches the termination stage) shall be imposed on the Concessionaire in case of any of the following short comings are noticed:

- a. A damage of Rs 2000 per instance shall be levied for improper disposal of wastes from the Interventional Cardiology Centre or by the staff engaged by the Concessionaire in addition to damage as per the applicable laws.
- b. A damage of Rs 20000 per instance shall be levied for inaccuracy in management of the patient.
- c. A damage of Rs 2000 per instance shall be levied in case the Concessionaire collects charges more than the charges (As fixed) from the Government patients. The concessionaire, along with penalty to the MC, shall return the excess amount charged to the patient.
- d. In the event of breakdown of Machine or the practicing doctor of the Concessionaire resigning from the job) if the Concessionaire is unable to make alternate arrangements even after 17(seventeen) days of the break down, for the Government Medical College patients, then in such case, the Concessionaire will have to pay Rs 5000/- Day as damage to the Medical College only in case the Concessionaire fails to make alternate arrangement;
- e. In the event, if the Concessionaire installs the machine but is unable to post the qualified staff for reporting of the tests, even after 17(seventeen) days of installation of the machine, then in such case, the Concessionaire will have to pay Rs 5000/- Day as damage to the Medical College, till 60(sixty) days, wherein this Agreement shall be terminated.

5.10 Consideration by The Concessionaire

Subject to the provisions of rent-free accommodation provided to concessionaire, this Agreement and in consideration of the Concessionaire accepting the Development Rights and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Concessionaire agrees to pay to the Authority.

- (a) The Concessionaire shall perform services for the free patients without billing any fees to them. The concessionaire shall raise the bill of free patients to the Govt. Medical College.
- (b) The payment of the free cases of the month shall be done by the Government Medical College within 60(sixty) days.

5.11 Monitoring Obligation of the concessionaire

1. The Concessionaire is required to install CCTV Camera outside the Cath Lab procedure room and should maintain the recording for at-least last one month. The CCTV should

- have the facility of viewing it online. An access should be provided to the Government Medical College authorities for the viewing of CCTV feed.
2. Government Medical College authorities should have 24x7 access to the centre and the records. The Government Medical College authorities have the right of examining the centre and the records of the centre.
 3. There should be sudden and periodic Audit by independent agencies and Authority.
 4. The concessionaire should incorporate the E-UPCHAR (HMIS), Government of Haryana and all reporting should go through this.
 5. 15% of cases can be picked up from the records and sent for scrutiny to a committee comprising of a cardiologist from PGIMER Chandigarh, Physician from Medical College and any other appropriate members as desired by the Director, Government Medical College.
 6. E-UPCHAR, Haryana should be incorporated, and all the patient work should be entered through this system.
 7. Stents/consumables to be used should meet the best quality standards. These should be strictly as per Ayushman Bharat/CGHS Guidelines.
 8. The concessionaire shall use the stents (metal and drug eluting) as directed by the Govt. approved stent manufacturers and compliance with the regulation of NPPA.

ARTICLE 6

Obligations of The Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, Director, Government Medical College shall have the following obligations.

General Obligations: -

It shall be the Concessioneing Authority's obligation to ensure that the following are made available or executed by the Concessioneing Authority.

6.1 Specific obligations of the Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.

Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh shall

- (a) At its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- (b) Agree to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Law.
- (c) Shall hand over to the Concessionaire physical possession of the Project Site free from Encumbrance and adequate for the Interventional Cardiology Centre.
- (d) Procure those appropriate orders be issued by the Competent Authority, directing the Government Medical Colleges of Haryana and doctors engaged by the Government Agencies to refer patients to the Interventional cardiology centre.
- (e) Grant or where appropriate provide necessary assistance to the Concessionaire in securing Clearances.
- (f) Ensure peaceful use of the Project Site by the Concessionaire under and in accordance with the provisions of this Agreement without any let or hindrance from the Medical College authorities or any Governmental Agency or persons claiming through or under it/them.
- (g) The staff of the Medical College shall always cooperate with the employees of the Concessionaire as may be required for performance of Cath lab services at the Interventional cardiology Centre.
- (h) Provide support for managing untoward events, CODE BLUE, and requirement for anaesthesia and support for scanning of sick, unstable patients.
- (i) Provide ambulance services for the patients of Interventional Cardiology Centre, as per the Referral Transport Guidelines.

ARTICLE 7

PRICE AND PAYMENT

7.1 Levy, Collection, and appropriation of charges.

- (a) The Concessionaire shall open an account wherein all the collection of the Interventional Cardiology Services, shall be deposited. The Medical College authority shall be responsible for identifying free cases. The authorities shall reimburse the amount incurred on free cases within a period of 60(sixty) days from the date of investigations in the manner provided in Article 5.3 (e) of this Agreement.
- (b) Subject to the provisions of this Agreement, the staff posted by the Concessionaire shall levy, demand and collect fees/prices for the Diagnostic/therapeutic services provided to patients from the patients (except free category patients) only in accordance with the Rates set.
- (c) The policy on free services for diagnostic tests is applicable to Free Case. The fees of all such free patients shall be paid by the Medical College authorities through the user fees account of the Medical College in the manner provided in Article 5.3 (e) of this Agreement.
- (d) The rates set are the package rates, as per Ayushman Bharat/ CGHS guidelines, after incorporating the percentage discount on the Ayushman Bharat/ CGHS Chandigarh rates.
- (e) The rates set are inclusive/ exclusive of the rates of the consumables as earmarked and defined by the Ayushman Bharat/CGHS guidelines respectively, issued from time to time. The rates of the consumables shall be charged as per the Ayushman Bharat/CGHS ceiling rates.
- (f) In case any consumable has not been defined by the Ayushman Bharat/CGHS guidelines, then in such cases, the concessionaire shall provide a discount of 30% on the MRP of the Consumable to the patient.
- (g) The Concessionaire shall be provided rent free space/premises in the **Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh for development of the interventional cardiology centre by the Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.**
- (h) The Concessionaire shall charge fixed rate as per the charges decided upon in the bid by the Concessionaire. The said rates are package rates as defined in Ayushman Bharat Haryana package guidelines/ CGHS guidelines from time to time. In case multiple packages are used simultaneously during single admission then packages would be as follows:
 - Highest cost packages 100% payment as per package rate.
 - 2nd highest package 50% of package cost to be charged.
 - 3rd highest package and subsequent package 25% of package cost to be charged,
- (i) The final decided rates are package rates and excludes the rates of stents and other implants. The rates of stents/implants are to be strictly taken as per the ceiling rates finalized by Ayushman Bharat /CGHS.
- (j) For paying category patients, the charges are to be collected from the patient themselves.

(k) Patients will be free to bring/buy disposable items from the open market if he/she is not willing to take the same from the Concessionaire.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh** that:

- (a) It is duly organised, validly existing and in good standing under the laws of India.
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery, and performance of this Agreement.
- (d) It has the financial standing and capacity to undertake the Project.
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (f) 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.
- (g) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum of Association and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- (h) There are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may in the aggregate may result in Material Adverse Effect.
- (i) 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.
- (j) It has complied with all Applicable Laws and has not been subject to any fines, damages, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (k) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to Director, Government Medical College or to any Government Agency in relation to Applicable Law 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

- (l) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any Person to procure the Concession.
- (m) In case of Consortium, the lead member of the Consortium, shall not exit the Project throughout the Concession Period and the non-lead member of the Consortium, shall not exit the Project during the first 4 years of the Project. Provided that after the expiry of 4 years, the non-lead member of Consortium can exit in case a replacement is available, with agreement of the other members of the Consortium and after getting the final approval from the Director General, Medical Education & Research, Haryana.

8.2 Representations and Warranties of the Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh

Director, Government Medical College represents and warrants to the Concessionaire that:

- (a) Director, Government Medical College has full power and authority to grant the Concession.
- (b) Director, Government Medical College has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- (c) This Agreement constitutes Director, Government Medical College legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (d) There are no suits or other legal proceedings pending or threatened against Director, Government Medical College in respect of the Project Site or the Project.

8.3 Obligation to notify change.

If any of the representations or warranties made/given by a Party cease 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. Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Medical Education & Research Department, in connection therewith such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 9

INSURANCE

9.1 Insurance during Concession Period

The Concessionaire shall affect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the “**Insurance Cover**”). The Concessionaire shall also affect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Concessioneing Authority because of any act or omission of the Concessionaire during the Concession Period. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Lenders’ dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Lenders’ dues.

9.2 Notices to the Concessioneing Authority

Not later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Concessioneing Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 9. Within 15 (fifteen) days of receipt of such notice, the Concessioneing Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

9.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 9 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Concessioneing Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Concessioneing Authority.

9.4 Remedy for failure to insure.

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Concessioneing Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the

Concessionaire.

9.5 Waiver of Subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 9 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the Concessioneing Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

9.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Concessioneing Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

9.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Centre, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

Article 10

TERMINATION

10.1. Termination of the contract.

The contract may be terminated by Government Medical College and/or by the Concessionaire as the case may be in the event of any following contingencies namely: -

- a. On the expiry of the Agreement
or
- b. In the event of Material breach of the any of the terms and conditions of the Agreement by the Medical College/ Concessionaire, as the case may be

10.2 Causes of Termination

Any of the following events shall constitute an event of default by the concessionaire entitling the Govt. Medical College to terminate this Agreement.

- (a) Failure by the Concessionaire to deliver timely reports in respect of the centre sought on more than 30(thirty) occasions in a year.
- (b) Improper disposal of wastes from the Interventional Cardiology Centre or by the staff engaged by the Concessionaire, on more than 30(thirty) occasions per year, as per the applicable laws.
- (c) Inaccuracy in the management of the patient, detected not more than three occasions in a period of two months in the Interventional Cardiology Centre.
- (d) Failure/non-compliance by the Concessionaire of statutory requirements including Applicable Law (e.g. AERB, PCPNDT Act, Bio Medical Waste Management etc);
- (e) The Concessionaire collecting charges in excess of the charges (As fixed) from the patients (on more than 5(five) occasions in a month);
- (f) Criminal indictment of the promoters, directors, key personnel of the Concessionaire engaged by it in the Interventional Cardiology Centre only in case where such persons are not removed from their position and replaced immediately by the Concessionaire.
- (g) Engagement of unqualified persons at the Interventional cardiology Centre/;
- (h) The Concessionaire's indulgence in unethical practices or any other mal practices.
- (i) Failure by the Concessionaire to commence Services at the Interventional cardiology Centre within 6 (six) months from the date of Handing over of the Premises.

10.3 Notice/Show Cause and Cure

- (a) Upon the occurrence of any of the events of default specified under Section 10.2 above Govt. Medical College upon becoming aware of the event of default, shall notify the Concessionaire of the event of the default by a notice in writing.
- (b) if the default so notified constitutes of a default as specified under Section 10.2(a) to (d) above, the Concessionaire may, within 15(fifteen) days of the receipt of such

notice.

- 1) Inform Govt. Medical College Authorities of the reasons for the occurrence of the event of default and rectify the default immediately, and/or
 - 2) Propose a plan of action satisfactory to the Medical College to remedy the default and ensure that such default is not repeated.
- (c) If the default so notified constitutes of a default as specified under Section 10.2 (e) to (i) above, the Concessionaire, within 15 (fifteen) days of the receipt of such notice by a written representation to Medical College, show cause why the same should not be treated as a default by the Concessionaire and why action may not be taken against the Concessionaire for such default.

10.4 Termination by Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh

- a) If the Concessionaire fails to demonstrate to Govt. Medical College that the default has been cured or develop a plan of action satisfactory to Govt. Medical College in terms of Section 10.2 (b) or fails to satisfy Govt. Medical College in terms of Section 10.2 (c), Govt. Medical College may terminate this Agreement.
- b) The decision of Govt. Medical College to terminate shall be final and binding on the Concessionaire.

10.5. Termination due to Change in Law

- (a) the Concessionaire shall have the right to terminate 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.
- (i) Adoption, promulgation, modification, reinterpretation, or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government Authority; or
 - (ii) The imposition by any Government Agency of any material condition (other than a condition which has been imposed because of a violation by the Concessionaire of any Applicable Law) in connection with the issuance, renewal or modification of any Applicable Law after the date of this Agreement; or
 - (iii) Any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided nothing contained in this Section 10.5 (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 Concessionaire may propose to Govt. Medical College 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 Concessionaire 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.

10.6 Termination by Concessionaire in in event of Default

- (a) In the event that any of the defaults specified below shall have occurred, and the Medical College fails to cure such default within a cure period of 60 (sixty) days or such longer period as has been expressly provided in this Agreement, the Medical College shall be deemed to be in default of this Agreement (the “Medical College Default”). The defaults referred to herein shall include:
 - (i) The Medical College commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire.
 - (ii) The Medical College repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (b) Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Medical College Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a termination notice to the Medical College; provided that before issuing the termination notice, the Concessionaire shall by a notice inform the Medical College of its intention to issue the termination notice and grant 60 days to the Medical College to make a representation, and may after the expiry of such 60 days, whether or not it is in receipt of such representation, issue the termination notice. The Performance Security shall be returned to the Concessionaire within 60 days of the notice of termination.

10.7 Consequences of Termination

- (a) Upon Termination of this Agreement for any reason whatsoever under Section 10.5 and Article 10.6 the Concessionaire shall remove from the Project Site/ Radiological Diagnostic Centre all equipment installed by it in the Interventional Cardiology Centre and the consumables within 15 (fifteen) days of the date of the Termination. In doing so however, it shall refrain from damaging the Project Site/Diagnostic Centre in any manner whatsoever. The Concessionaire shall also return all the equipment, accessories, infrastructure, and facilities taken from the government in working condition subject to normal wear and tear.
- (b) Government Medical College shall have the power and authority to.

- i. Enter upon and take possession and control of the Project Site and the Interventional Cardiology Centre; (other than the Equipment and consumables and fixtures and fittings of the Concessionaire).
- ii. Prohibit the Concessionaire and any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site/ Interventional Cardiology Centre (other than the Equipment and consumables and fixtures and fittings of the Concessionaire).

In this eventuality the concessionaire shall not be entitled to claim any damage or loss towards the machinery and equipment.

- (c) If the Agreement is terminated pursuant to Section 10.2 hereof, The Concessionaire shall hand over/transfer vacant, unencumbered, and peaceful possession of Project Site, and all the equipment, materials etc. of the Concessionaire existing therein. Medical College shall have the right exercised within 10(ten) days of the date of termination to confiscate the Equipment and the consumables. The Parties shall negotiate in good faith and arrive at a reasonable cost of the equipment as per the book value of the equipment after considering the depreciation value of the equipment.
- (d) In case of premature termination of the Agreement as per Article 10.5, the concessionaire shall forfeit its performance security towards the damage.

ARTICLE 11
DISPUTE RESOLUTION

11.1 Amicable Resolution

Any dispute or difference, whatsoever arising between the parties under this agreement shall be resolved by the parties through mutual consultation in good faith and using their best endeavours within thirty days of notice of dispute. To this end, the parties agreed to provide frank, candied and timely disclosure of all relevant facts, information, and documents to facilitate between them / their representative officers.

11.2 Liability in any court of law

Further, the Concessionaire would be solely responsible and liable for claims/compensations which in case arises due to the untoward incidents, while performing services in their centres. The Concessionaire would maintain the resuscitative measures/kit for the patients in the centre. The Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh shall not be in any manner be held liable in any court of law for any act of omission or commission in respect of services provided to the patients by the Concessionaire. However, the Medical College shall provide all possible emergency care and treatment in case of any untoward incident resulting from or on account of operations related to or associated with the work undertaken by the Concessionaire. If, however the Government is made liable by any court due to lapse of concessionaire, then the concessionaire shall indemnify to the Government to extent of loss suffered by the Government.

11.3. Arbitration

If a dispute is not resolved amicably in accordance with clause 11.1 within thirty days or such extended period as the Parties may mutually agree, the parties or either of them may refer the dispute to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the date of receipt of a request to appoint any arbitrator, by either party, the Arbitrator shall be nominated as per the provisions of Arbitration and Conciliation Act , 1996 (Act 26 of 1996) as amended from time to time and this Act shall also be applicable to the entire process of Arbitration and the award made thereunder shall be final and binding upon the parties hereto , subject to legal remedies available under the law.

11.4 Jurisdiction

This agreement and all questions of its interpretation shall be construed in accordance with law of India. The courts of Nuh as the case may be, shall have jurisdiction in case of any dispute regarding agreement between the parties.

ARTICLE 12

DIVESTMENT OF RIGHTS AND INTEREST

12.1 Divestment Requirements

Upon termination or expiry of the Concession Period, the Concessionaire shall, in addition, comply with and conform to the following Divestment Requirements.

- a) Notify to the Concessioneing Authority forthwith the location and particulars of all Project site.
- b) Deliver forthwith the actual or constructive possession of all the Project site and the Interventional Cardiology Centre, free and clear of all encumbrances.
- c) All Project Assets agreed to be taken over by Medical College, including the ambulances, equipment, and software, of all defects and deficiencies so that the Interventional Cardiology Centre is compliant with the Maintenance Requirements; provided that in the event of Termination during the Project Implementation Period, Project Site shall be handed over on 'as is where is' basis;(as defined in clause 5.2);
- d) Deliver relevant records, including medical records of all the individuals treated under Project in the form of software database and hard copy documents, apart from all the reports pertaining to the Interventional Cardiology Centre and its design, engineering, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the transfer date.
- e) Transfer and/or deliver all Applicable Permits/software license(s) relating to the Project to the extent permissible under Applicable Laws.
- f) Subject always to the rights of the Lenders execute such deeds of conveyance, documents and other writings as the Concessioneing Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Interventional Cardiology Centre, including the right to receive outstanding insurance claims to the extent due and payable to the Concessioneing Authority, absolutely unto the Concessioneing Authority or its nominee.
- g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title, and interest of the Concessionaire in the Interventional Cardiology Centre, free from all encumbrances, absolutely unto the Concessioneing Authority or to its nominee.
- h) In case of expiry of the Concession Period the Performance Security will be returned to the Concessionaire.

12.2 Inspection and cure

Not earlier than 90 (ninety) days before termination but not later than 15 (fifteen) days before the effective date of such termination, the Concessioneing Authority shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the maintenance requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the maintenance requirements shall be cured by the Concessionaire at its cost and the provisions of Article 13 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 12.

12.3 Vesting Certificate

The divestment of all rights, title and interest in the Interventional Cardiology Centre shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Concessioneing Authority shall, without unreasonable delay, thereupon issue a certificate (the "**Vesting Certificate**"), which shall have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Interventional Cardiology Centre, and their vesting in the Concessioneing Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Concessioneing Authority or its nominee on, or in respect of, the Interventional Cardiology Centre on the footing that all Divestment Requirements have been complied with by the Concessionaire.

12.4 Additional Facilities

Notwithstanding anything to the contrary contained in this Agreement, all additional facilities shall continue to vest in the Concessionaire upon and after termination.

12.5 Divestment costs etc.

12.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Interventional Cardiology Centre in favour of the Concessioneing Authority upon termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne by the Concessioneing Authority.

12.5.2 In the event of any dispute relating to matters covered by and under this Article 12, the Dispute Resolution Procedure shall apply.

ARTICLE 13

DEFECTS LIABILITY AFTER TERMINATION

13.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Interventional Cardiology Centre for a period of 60 (sixty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Concessioneing Authority in the Interventional Cardiology Centre during the aforesaid period. If the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Concessioneing Authority in this behalf, the Concessioneing Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost to make the Interventional Cardiology Centre conform to the Maintenance Requirements. All costs incurred by the Concessioneing Authority hereunder shall be reimbursed by the Concessionaire to the Concessioneing Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Concessioneing Authority shall be entitled to recover the same from the Performance Security.

Article 14

MISCELLANEOUS

14.1 Validity

This Agreement shall be valid for the Concession Period, subject to renewal on such terms and conditions and for such a period as may be mutually decided by both the parties, within the overall policy framework of Govt. of Haryana.

14.2 Hand back of Project Site/ Interventional Cardiology Centre

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, the Concessionaire shall hand back vacant and peaceful possession of Project Site to Director of the Govt. Medical College in the condition not worse than when it took occupation thereof, subject to normal wear and tear. The Concessionaire shall also return all the equipment taken from the government in working condition subject to normal wear and tear.

14.3 Assignment and Charges

- a) The Concessionaire shall under no circumstances whatsoever create Encumbrance over the Project Site. Subject to sub-sections (b) and (c) herein below, the Concessionaire shall not assign this Agreement, or the rights, benefits and obligations hereunder save and except with prior written consent of Director of the Govt. Medical College.
- b) Except as provided in this provision, the Concessionaire 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 Director, Government Medical College, which consent of Director, Government Medical College 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 equipment and facilities installed by the Concessionaire, in the ordinary course of business of the Concessionaire.
 - ii. pledges/hypothecation of goods/assets other than Project Site and the immovable premises comprised in the Interventional Cardiology Centre, as security for indebtedness, in favour of the lenders and working capital providers for the Project.
 - iii. assignment of Concessionaire'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 Director of Govt. Medical College shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

14.4 Indemnity

The Party shall indemnify, defend and hold the other harmless against all proceedings, actions and third-party claims arising out of a breach of concession Agreement by Concessionaire or any of its

obligations under this Agreement. The concessionaire shall submit this indemnity prior to the start of operations of this Interventional Cardiology centre.

14.5 Governing Law and Jurisdiction

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

14.6 Redressal of Public Grievances

The Concessionaire shall promptly redress the grievances, if any reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the Interventional Cardiology Centre.

14.7 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 (i) in case of any inconsistency between the provisions of this Agreement and the prevailing Government policy, the provisions of this Agreement shall prevail and (ii) in case of any inconsistency between the provisions of this Agreement and the bid documents, the provisions of this Agreement shall prevail.

14.8 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.

14.9 Notices

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

If to **Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.**

(Name and designation of the person) :

(address) :

Fax No. _____

If to the Concessionaire:

(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 recognized 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.

14.10 Severability

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

14.11 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority 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.

For and on the behalf of Governor of Haryana

(Signature)

(Name)

(Designation)

(Address)

For and on the behalf of Authorized Representative of the Concessionaire

(Signature) :

(Name) :

(Designation) : Director and Member of the Board,

WITNESSES:

1. _____

2. _____

Schedule A

FINALIZED RATES (AS ACCEPTED BY THE DIRECTOR, SHAHEED HASAN KHAN MEWATI GOVT. MEDICAL COLLEGE, NALHAR, NUH HARYANA)

Schedule B

Project Site and Possession Certificate

(See Article 1.1)

Project Site: Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh, Haryana

Possession Certificate

Whereas it has been decided by the Government vide Order No. _____ that a Interventional Cardiology Centre would be set up in Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh with the participation of private sector by _____, (the Concessionaire) to provide Interventional Cardiology Centre in accordance with the Agreement executed on between the Concessionaire and Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh Whereas in terms of the aforesaid Government Order and the Agreement executed, Government is required to provide adequate rent-free space in the above mentioned Govt. Medical College to the above Concessionaire to set up the Interventional Cardiology Centre.

Whereas the covered space in total area of square feet as indicated in the enclosed site map, within the premises of Govt. Medical College has been identified as the project site in respect of the Interventional cardiology Centre referred to above.

Now in keeping with the decision of the 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 _____ (the Concessionaire) on the following terms and conditions:

1. The ownership of the Project site remains with the Government of Haryana and the Concessionaire shall have only occupancy right to the Project site for running Interventional cardiology Centre till such date as the Agreement executed between Director of Govt. Medical College and the Concessionaire shall remain valid.
2. No encumbrance of any nature shall be created in the Project site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.
4. The occupant shall not sell; transfer or rent out this Project site for any purpose whatsoever and this site will be used exclusively for Interventional cardiology Centre by the Concessionaire, signatory to the Agreement with the Director of Govt. Medical College.

5. The occupant shall in respect to the said Project 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 Director of Govt. Medical College.
6. The occupant shall vacate the Project site in the event of the termination of the Agreement or at the end of 10 (ten) years whichever is earlier.

(Signature)

Date:

Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh.

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.

(Signature of Authorized Representative of the Concessionaire)

Date: / / 2024

<Name of the Organization>

<Address of the Organization>,

<Name of the Authorized Representative>

Designation:

Schedule C
Performa for Monthly Reporting
See Article 5.3 (l)

MONTHLY REPORTING

Performance of Interventional Cardiology Centre under Public Private Partnership

Report for the month..... Year.....

Name of the Interventional Cardiology Centre under PPP

Date of commencement of services.....

1. Number of patients offered diagnostic Therapeutic services in the at the centre during the month.
 - a. OPD and walk-ins.....
 - b. IPD.....
 - c. Emergency
 - d. Total.....

Summary of performance of the Cardiac Cath centre under PPP for the month

Type of diagnostic/Therapeutic test	Patient source	Number of patients for whom Services were provided	
		Category of patient	
		Chargeable	Free Case
	OPD and Walk-ins		
	IPD		
	Emergency		
	Total		
	OPD & Walk-ins		
	IPD		
	Emergency		
	Total		

2. Details of Number of equipment that were under repair/maintenance with a downtime of more than 17(seventeen) days.

Equipment under repair/maintenance	Duration of downtime during repair / maintenance	Nature of downtime (if recurring or not)	For recurring downtime state the remedial action taken

3. Number of complaints received

Number of complaints received	Nature of complaints received	Actions taken regarding the complaints received

4. Details on service denials

Name & Contact details of the patient	Type of service	Reason for Denial of service	Actions taken

Declaration: I hereby declare that the information provided above is true and complete and is fully verifiable whenever needed.

Signature of PSP signatory with seal & date

Copies to be sent to:

- 1. Director General Medical Education & Research, Haryana*
- 2. Director, Shaheed Hasan Khan Mewati Govt. Medical College, Nalhar, Nuh*

[The monthly report for each month should be sent to all concerned by the 10th working day of the next month]

KEY PERFORMANCE INDICATORS

Framework for KPIs and Incentive Mechanism

1. KPI's (To be monitored quarterly)

S. No	KPI	Explanation	Calculation (in percentage)	Illustrative Examples
KPI1	Attendance of clinical staff	Attendance of clinical staff is critical to delivery of services. The Concessionaire is encouraged to have proper staff management plans to ensure that service delivery is not affected due to planned/unplanned leaves, replacements etc.	Total number of days the clinical staff was absent in the quarter / (Total number of days the centre was open in the quarter X Total number of clinical staff)	$(1+2+0+0+5+1+0+1+1+2+5+2) \times 100 / 90 \times 12 = 1.8\%$ For 12 clinical staff
KPI2	Downtime of critical equipment	This KPI forces the Concessionaire to engage the suppliers/OEMs in Service Level Agreements SLAs and Asset Management Contracts (AMCs) for maintenance and servicing of equipment. Reducing equipment down time increases equipment availability which increases throughput.	Sum (cumulative value) of difference in actual downtimes and benchmark downtimes of the identified critical equipment (highlighted in Schedule A) in a quarter in cases when the actual downtimes exceed the	$(1+0+0+0+0+1+0) / (2+2+2+2+2+2+2) \times 100 = 14.2\%$ Assuming 7 critical equipment and benchmark average downtime of 2 days for all equipment for a quarter

			benchmarks / Benchmark downtime for all equipment in that quarter	
KPI3	Excess average turnaround time (non- emergency cases only)	<p>These captures (a) the efficiency of Concessionaire in managing the overall operations and (b) the operations and maintenance of critical equipment and SLAs with other suppliers/vendors.</p> <p>Average Turn Around time is defined (for this project) as the time from when the investigation is completed to the time when his/her report is ready for delivery / pickup by the patient. There are different average turnaround times for different equipment (as per Schedule A).</p>	<p>Sum (cumulative value) of difference between actual average turnaround time and the benchmark average turnaround time for critical equipment where the actual is more than the average turnaround time / Total of Benchmark average turnaround times for critical equipment.</p> <p><i>This measurement needs to be done for normal cases only</i></p>	<p>$(0.5+0.5+0.3)/(4+4+4) \times 100 = 10.8\%$</p> <p>Assuming 3 critical equipment and 4 hrs of turnaround time for all</p>
KPI4	Excess average turnaround time	This measures the efficiency of management of emergency cases	Difference between actual average	$(0.5+0.2+0.1)/(2+2+2) \times 100 = 13.3\%$

	(emergency cases only)	<p>by the Concessionaire which is important for patient satisfaction and overall effectiveness in service delivery.</p> <p>The benchmark average turnaround times for equipment are also defined in Schedule A.</p>	<p>turnaround time for emergency cases and the benchmark average turnaround time for all equipment/ Total of Benchmark average turnaround times for all equipment for emergency cases</p> <p><i>All the emergency cases are to be marked separately and this measurement is to be undertaken.</i></p>	Assuming 3 critical equipment and 2 hrs of turnaround time for all
KPI5	Excess average turnaround time for Free cases	To prevent discrimination in nature and quality of services provided to the Free Cases vis-à-vis the other patients. This is a major socio-political threat to the Project which needs to be mitigated.	<p>Difference between actual average turnaround time and the benchmark average turnaround time for all equipment for Free Cases/ Total of Benchmark average turnaround times for all</p>	<p>$(0.5+0.6+0.4)/(4+4+4) \times 100 = 12.5\%$</p> <p>Assuming 3 critical equipment and 4 hrs of turnaround time for all</p>

			equipment	
Average KPI Score = AKS			Average of score against KPIs = (KPI1+ KPI+ KPI2+ KPI3+ KPI4+ KPI5) /5	10.52%

2. Scoring Sheet and Payment

Sl.No.	Average KPI Score (AKS)	Percentage of Total Reimbursement to be paid to concessionaire for the month
1	0% - 5%	100%
2	6% - 10%	95%
3	11% - 15%	90%
4	16% - 20%	80%
5	> 20%	70% (with show cause and explanation)

**This is only applicable for the portion of payment which govt. has to reimburse to the concessionaire and does not apply to direct payment collected by the concessionaire. However, the statistics and KPIs have to be reported for all the patients treated at the centre irrespective of tariff applicable.*

ANNEXURE -XI

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ANNEXURE -XII

MACHINERY AND EQUIPMENTS FOR THE CENTRE

SPECIFICATION FOR FLAT PANEL DETECTOR SINGLE PLANE CARDIAC CATHETERISATION SYSTEM

S. No.	Specifications
	Expected function of the System
	Dedicated flat panel detector angiography system with DSA for all angiographies and interventional procedures (cardiac).
1	Technical specifications:
A.	Gantry:
I	The system should be a floor mounted/ceiling suspended C Arm / G ARM System. The C Arm/G Arm should move freely to either side of the patient by 90 degrees (+90, 0, -90 degree) for free access to the patient.
ii	It should be possible to pre-program the gantries for at least two examination positions.
iii	All movements of the gantry should be controllable from the table side.
iv	Should have multiple knobs with differentiation for each functionality of the Gantry, IITV, table, etc.
v.	The system should have an in-built collision protection.
vi	The gantry should have fast speed for angulations at least 18-degrees/sec
vii	RAO/LAO Angle should be for at least +/- 120 degrees
viii	Cranio/Caudal movement should be at least +/- 45 degrees
ix	Isocentre to floor distance for frontal C arm should be at least 105 cm.
B.	Table:
i	Floor mounted floating top: Tabletop length should be at least 280 cm. Width at least 45cm.
ii	Should have motorized longitudinal, vertical, and horizontal movement. Must have radiolucent carbon fibre tabletop or equivalent. Transverse travel at least +/- 10 cm. Longitudinal travels at least 100cm. Facility for bolus chase must be there.
iii.	Accessories for the table should include head fixing aids, mattress, four radiolucent

	carbon fibre arm supports, drip stand, peripheral filter set, and catheterization arm support.
C.	Generator:
i	High frequency power unit that provides grid pulsed fluoroscopy capability.
ii	Max power at least 100 KW. Maximum KVp at least 125 KVp.
iii	Radiographic KVp range to be 40 - 125 KVp or more. Fluoroscopy KVp range to be 60 - 120 KVp or more. Output at 100 KVp to be 1000 mA or more
iv	Should have automatic exposure control device for radiographic fluoroscopy and Angio mode.
V	Should have an overloading protection.
D.	Tube
i	The tube should be rotating anode high-speed tube.
ii	Small focal spot not more than 0.6mm with power of at least 30 KW
iii	Large focal spot not more than 1.0 mm with power at least 75 KW
iv.	Anode heat storage capacity 3.7 MHU or more, with advanced cooling mechanism.
V	Maximum continuous heat dissipation rate not less than 5 kW.
vi.	At least 3 selectable programmable cu filters for reducing the dose to the patient.
E.	Detector of the C ARM / G ARM
i	Detector size should be 25cm diagonally or more with at least 3 zoom fields.
ii	At least 3 zoom fields, the smallest being 11 cm. or less
iii	Acquisition; speed of at least 25 frames per sec. Acquisition speed for DSA should be 0.5 frames/sec to 6 frames/sec or higher.
iv	Pixel size not more than 200 microns. Matrix at least 1K x 1K, in 12/14-bit depth
v	Detector quantum efficiency at least 70%.
F.	Collimator
	At least one collimator per plane to be provided, preferably with IRIS/square type arrangement
i	Should have facility for dose measurement chamber in order to display the skin radiation dose on the monitors in the lab.

ii	Collimator should have facility for copper pre filtration for reducing the x-ray dose.
iii	Software controlled; integrated special filters should be present in collimation assembly.
iv	Radiation free positioning of primary and semi-transparent collimators via graphic display on live monitor.
G.	LCD/TFT image monitors
I	Examination room: at least 3 monitors, at least 17" monochrome LCD/TFT or more. Two monitor each Plane Live and roadmap. Monitor for Physiology Display.
ii	Must be mounted together on a ceiling suspension to allow free positioning at any location: Height adjustment should be possible.
iii	Control room: One LCD/TFT monitors of 17" or more for data and image viewing. Brightness should be at least 500 Cd/m ² . These monitors should have the facility for all review post processing and quantification of coronary and ventricular function for training and teaching.
H.	Digital imaging system with digital angiography and pulse fluoroscopic acquisition capabilities.
i	High resolution imaging capable of acquiring, processing, storing, displaying and reviewing in up to at least 1024 x 1024 matrix.
ii	Continuous acquisition with digital storage in the digital mass storage device at 1024 x 1024 matrix at 12/10 bit, with real time instant access to all required images.
iii	Real time image processing algorithm applicable for both fluoroscopy and acquisition.
iv	Road mapping and landscaping facility should be available.
V	Disc storage capacity of at least 100000 uncompressed images of 1024 x 1024 matrix at a minimum of 10-bit/ pixel.
vi	Post processing software facilities with real time edge enhancement, positive /negative image display windowing, electronic shuttering, roaming, image reversal, zooming and magnifying with text and annotation junctions.
vii	Rotational angiography facility at a speed of at least 45 degrees per second with acquisition frame rate of at least 25 frames per second in 1 k matrix with facility for display of subtracted and un subtracted images in the examination room.
viii.	The possibility of acquiring 3D Coronary Arteriography package along with the stent enhancement package. Stent enhancement with lumen subtraction facility will be preferred.
ix.	The complete digital system should be networked and connected to a DICOM compatible

	laser/ thermal camera.
x.	Complete cardiovascular computation software package. This should include clinically validated coronary, ventricular quantification software packages (QCA, LVA),
xi.	Algorithm/ software for real time stent visualization should be possible. An easy to operate rapid calculation software for offline coronary quantification should be available
xii.	Should have dose measuring capacity.
xiii.	DICOM 3 ready and PACS connectivity should be feasible without any additional hardware/software requirement.
xiv.	The system should be supplied with DICOM CD recorder for storing DSA runs, photo file images and it should be possible to review the same in any PC.
xv	Latest Stent Enhancement Live feature should be available with fade-in and fade-out
2	Essential accessories.
A	Foot switch for fluoroscopy and acquisition to be provided
B	Pressure injector compatible with the system
C	Lead aprons: of standard state of the art make, light weight, with a lead equivalent of 0.5mm. Should be double sided, 12 such aprons to be provided 6 of which should be two piece and 6 should be single piece. Design should be wrap around.
D	Thyroid guards: Twelve to be provided.
E	Lead spectacles: Four to be provided.
F	Lead lined gloves: Two pairs to be provided
G	Focused ceiling mounted light with a handle for positioning the light. This handle should be removable.
H	Ceiling suspended radiation shield.
I	Additional Table mounted radiation shield to be provided
l.	Hemodynamic Recorder (for Cardiac Catheterisation) with 4 pressure and 12 ECG
m.	Lead Glass: 100 x 150 cm or bigger with lead equivalent as prescribed by ICRP or BARC/AERB recommendations to be fixed between console room and gantry room for radiation protection.
3.	The CATH Lab should have the facility of FFR.
4.	The CATH machine should be US FDA & EU CE from Notified Body Approved.

A. CARDIAC SURGERY AND ICU CTVS—6 Bedded (CVTS) + 15 Bedded (CCU)

Sl. No.	DESCRIPTION	Quantity
1	OT TABLE	1
2	OT LIGHT with 3 domes	1
3	PENDANT double arm	1
4	HEART LUNG MACHINE	1
5	ANAESTHESIA Workstation WITH VENTILATOR	1
6	FIBREOPTIC LARYNGOSCOPE	2
	FIBREOPTIC Bronchoscope (adult & paediatrics.)	1
7	CAUTERY	2
9	BLOOD WARMER	1
10	SYRINGE PUMPS	5
11	SUCTION MC.	1
12	SURGICAL INSTRUMENTS SET	2
13	MONITORS – REGULAR	1
14	MONITORS – SLAVE	1
15	DEFIB	1
16	MAYO TROLLEY	1
17	INSTRUMENT TROLLEY	1
18	CRASH CART	1
19	IABP	1

B. POST OPERATIVE RECOVERY-8 BEDS

Sl. No.	DESCRIPTION	Quantity
1	MONITORS	4
2	VENTILATOR AND HUMIDIFIER	4
3	SUCTION MC.	1
4	DEFIB	1
5	CRASH CART	1
6	SYRINGE PUMPS	10
7	NEBULISER	1
8	ACT MC.	1
9	PRESSURE INFUSION BAGS	4
10	PATIENT WARMING SYSTEM	1
11	VIBRATOR PHYSIO	1
12	ECG	1

C. EQUIPMENT LIST- INVASIVE AND CCU**I. HEART STATION**

Sl. No.	DESCRIPTION	Quantity
1	Echocardiograph with TEE and Stress Echo package	1
2	PFT Machine	1
3	TMT	1
4	Holter Recorder and Analyser (3 recorders)	1
5	Defibrillator	1
6	ECG machines	1

II. HEART COMMAND CENTRE- 8 BEDS

Sl. No.	DESCRIPTION	Quantity
1	Central Monitoring System	
A	High end bedside monitors (6 channel)	4
B	Low end bedside monitors (4 channel)	6
3	Syringe pump	10
4	Ventilators	3
5	IABP	1
6	Pacemaker	2
7	Pulse Oximeter	2
8	Defibrillator	1
9	ECG machine	1
10	Blood Gas Analyser	1
11	Mobile X-ray	1

III. CATH LAB

Sl. No.	DESCRIPTION	Quantity
1	Cath Lab	1
2	ACT machine	1

D. INVESTIGATIONS

Sl. No.	DESCRIPTION	Quantity
1	X- Ray (300MA) and Developer	1
2	Mobile- X- Ray	1
3	Mobile Echocardiograph	1
4	HCC	10
5	Central Monitoring station	1
6	Syringe Pumps	20
7	Ventilators	2
8	IABP	2

9	Defibrillator with external Pacer	1
10	ECG machine	1
11	Blood Gas Analyser	1
12	External Pacemaker	2
13	Patient Bed & Accessories	15
14	Bed Pan Washer	1
15	Almirah, Racks, Refrigerator	As per requirement
16	General Care Beds	40
17	Server/ Computer, Printers/ Software	As per requirement
18	Photocopier and Fax	As per requirement
19	Storage Equipment, Racks etc.	As per requirement
20	CSSD Equipment	1
21	Housekeeping Equipment	As per requirement
22	Kitchen Equipment	As per requirement
23	Vehicles (MCCU, Ambulances)	As per requirement
24	Mingo graph & accessories	As per requirement
25	External Pacer with overdrive facility	4
26	RF Ablation Machine	1
27	Ventilator portable	1
28	ECG machine with TEE	1
29	Defibrillator. with external Pacer	1
30	Ambulatory BP Monitor	1

Note: The capacity/type of equipment, etc. shown above is indicative only. The actual capacity needs to be worked out by the selected PPP partner and should be as per the standard treatment guidelines prescribed for cardiac procedures.

ANNEXURE – XIII

Minimum no. of Qualified Persons

Sl.No.	Minimum Requirement (Grade Wise)	Minimum Qualification	Preferable Experience
CARDIOLOGY			
1	Senior Consultant - 1	DM	3 years' experience post DM (Doctor of Medicine) in invasive cardiology in tertiary care hospital (with Electrophysiological studies experience)
2	Junior Consultant - 1	DM	2 years' experience in invasive cardiology
3	Senior Residents - 2	MD	2 years experience in Cardiology
4	Medical Officers – 4	MBBS	With ACLS certification
5	Technicians Cath Lab - 4	Qualified	1-2 years experience in their respective field
6	Staff Nurses 8 in each shift in ICCU 2 in OPD 3 in each shift (Ward) 2 in Cath Lab Total = 37 Staff Nurses	Qualified	1-2 years experience preferred for ICU and Cath lab
7	Nursing Orderlies 3 in each shift (CCU) 3 in each shift (Ward) 4 in Cath Lab Total = 22 Nursing Orderlies	Qualified	

CARDIO THORACIC VASCULAR SURGERY (CTVS) STAFF		
1.	Chief Surgeon	1, MCH (Cardiothoracic Surgery) with at least 5 years Post MCH experience.
2.	Assistant Surgeon	1, MCH/MS with experience in cardiac surgery
3.	OT Nurses	4 at least 2 of them should have 2 years' experience in cardiac surgery OT
4.	Perfusionist	1, at least 5 years' experience in cardiac surgery OT
5.	OT technician	2, at least 2 years' experience in cardiac surgery OT
6	Cardiac Anaesthetist	1, with 2 years' experience in cardiac OT
7	Surgical ICU	Staff Nurses 5 with 2 years' experience in cardiac ICU