



**REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR SELECTED BIDDERS
(LIMITED TENDER)**

**AERB – COMPLIANCE STUDY, INFRASTRUCTURE DEVELOPMENT FOR
SAFETY REGULATIONS AND ISSUANCE OF LICENSE FOR OPERATION**

PART I – Instructions to Bidders

Issue Date: _____ **Number:** _____

RFP Reference: SPMU/NHM/Procure/AERB/2016-17/30

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Glossary

S. No.	Item	Abbreviation Description or Definitions / Interpretations
1.	AERB	Atomic Energy Regulatory Board
2.	Arbitrator	Dispute resolving Authority – Arbitrator Tribunal shall consist of Three Arbitrators.
3.	Bidder	A Sole Bidder
4.	CMS	Central Medical Superintendent
5.	Consultants	AERB Approved Agencies in the field of Diagnostic Radiology
6.	Contract Signing Authority	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
7.	DGMH	Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
8.	DD	Demand Draft
9.	e-LORA	e-Licensing of Radiation Applications
10.	EMD	Earnest Money Deposit or Bid Security
11.	FD	Fixed Deposit
12.	NHM	National Health Mission
13.	Nodal Authority	Mission Director, National Health Mission, Uttar Pradesh
14.	Paying Authority	Director General Medical and Health Services, Department of Medical Health & Family Welfare, Government of Uttar Pradesh
15.	POA	Power of Attorney
16.	PwD	Public Works Department
17.	QA	Quality Assurance
18.	RFP	Request for Proposal
19.	RFQ	Request for Qualification
20.	RSO	Radiation Safety Officer
21.	TDS	Tax Deducted at Source
22.	TLD	Thermoluminescent Dosimeter

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1 RFP for Select Bidders (Limited Tender) for Selection of Authorized Service Agency in Diagnostic Radiology, approved by AERB, as Consultants for Select Locations in Uttar Pradesh

1.1 Disclaimer

The information contained in this Request for Proposal for Selected Bidders (Limited Tender) document (hereafter referred as the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Nodal 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 Nodal Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nodal Authority in relation to the Projects. 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 Nodal 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 Nodal Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Nodal 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 Nodal 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 Nodal Authority is bound to select a Bidder or to appoint the Selected Bidder for the Projects and the Nodal 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 Nodal 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 Nodal 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.

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 work and obligations of the Consultant set forth in the Service Agreement or the Nodal Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. 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 Nodal Authority.

1.2 Notice Inviting Bid and Bid Data Sheet

Mission Director, National Health Mission, Uttar Pradesh, hereinafter known as the Nodal Authority, issuing this RFP invites bids only from a pre-identified list of AERB approved Authorized Service Agencies working in Diagnostic Radiology. Please refer to the below link for the list of allowed AERB approved Agencies –

<http://www.aerb.gov.in/AERBPortal/pages/English/t/XRay/forms/authorisedagencies.pdf>.

The bidders are being provided with this **Bid Data Sheet (BDS)** comprising of important, factual data on the bid.

S. No.	Description	Schedule
1.	Date of Sale of Bid documents - Opens	01/10/2016
2.	Website for download of Bid Documents	http://upnrhm.gov.in
3.	Cost of Bid Enquiry document	Cost of Bid Enquiry document will be non-refundable fee of Rs. 15,000/- (Rupees Fifteen Thousand Only), even if a bidder opts to apply for more than one cluster.
4.	Method of Selection	Least Cost (L1) for Bidders who are from the list of firms approved by AERB
5.	Pre-Bid meeting date and time	14/10/2016 at 12 p.m.
6.	Pre-Bid meeting venue.	19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
7.	Bid Submission date and time	28/10/2016 at 11 a.m.
8.	Time, date and venue of opening of Technical Bid	28/10/2016 at 3 p.m. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
9.	Bid Clusters (Part of Scope of Work)	Total 5 Clusters, covering 479 Radiology/Radiation Emitting Equipment installed in the Facilities are open for bidding (Cluster details are included in Appendix A). Bidder can bid for one or more Cluster.
10.	EMD (Earnest Money Deposit)	<ul style="list-style-type: none"> • Cluster 1: Rs. 1.85 Lakhs • Cluster 2: Rs. 2.45 Lakhs • Cluster 3: Rs. 2.23 Lakhs • Cluster 4: Rs. 1.67 Lakhs • Cluster 5: Rs. 2.48 Lakhs <p>If a bidder opts to bid for more than one cluster, the bidder will need to furnish as EMD an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for.</p>
11.	Essential conditions of bidding	Bidders have the option to bid for one or more cluster(s). A bidder may be awarded more than one cluster if the bidder is qualified for undertaking multiple clusters.

S. No.	Description	Schedule
12.	Bid Parameter(s)	Bidder(s) with the Lowest Evaluated Total Price (Cost of Compliance Study, Infrastructure Development, any cost associated for Issuance of "License for Operation" along with all the applicable taxes) for each Facility among those Bidders that is responsive to the RFP.
13.	Performance Security	<ul style="list-style-type: none"> • Cluster 1: Rs. 9.26 Lakhs • Cluster 2: Rs. 12.27 Lakhs • Cluster 3: Rs. 11.15 Lakhs • Cluster 4: Rs. 8.37 Lakhs • Cluster 5: Rs. 12.38 Lakhs <p>If a bidder wins more than one cluster, the bidder will need to furnish as Performance Security an amount equal to the arithmetic sum of Performance Security for each cluster that the bidder has won.</p>

1.3 Structure of the RFP

This RFP document issued by the **Nodal Authority – Mission Director, National Health Mission, Uttar Pradesh** for the Selection of Eligible Authorized Service Agency in Diagnostic Radiology approved by AERB as Consultants, comprises of the following.

1.3.1 Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:

- a) General instructions to Bidders for bidding process (Section 1.5)
- b) Bid evaluation process including the parameters for Bid Qualification, Technical responsiveness evaluation and financial evaluation to facilitate Nodal Authority in determining bidder's suitability as the Consultant (Section 1.6)
- c) Bidder's appointment process (Section 1.7)
- d) Payment Terms (Section 1.9)
- e) Bid submission document formats (Appendix A, B, C, D, E, F, G & H)

1.3.2 Delivery Requirements of the project. The contents of the document broadly cover the following areas:

- a) About the project and its objectives (Section 1.4)
- b) Scope of work for the Consultant (Section 1.8)
- c) Service requirements for the Consultant (Section 1.8)

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's suitability to become Consultant to the Nodal Authority.

*Note: A Draft Contract Agreement has been provided separately in **Part II – Draft Contract Agreement***

The bidders are expected to examine all Instructions, Forms, Terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a bid not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

1.4 Background Information

1.4.1 Basic Information

- a) Nodal Authority, **Mission Director, National Health Mission, Uttar Pradesh** invites responses ("Bids") to this RFP from Bidders ("Consultants") who are from the List of Authorized Service Agency approved by AERB for:
- **Compliance Study** for Radiation Safety Compliance of the existing Facilities where Radiology/Radiation Emitting Equipment are installed as per the locations mentioned in Schedule A.
 - **Infrastructure Development** of those Radiology/Radiation Emitting Equipment at the Facilities which are Non-Compliant to meet all statutory Safety Regulations of AERB.
 - **Issuance of "License for Operation" from AERB** of all the Radiology/Radiation Emitting Equipment installed at the Facilities of all the clusters.

Details are further described under **Sections 1.8** of this RFP document.

- b) Any contract that may result from this bidding process will be issued for a **period of 1 (one) year** ("the Term").
- c) Bids must be received not later than time, date and at the venue mentioned in the Bid Data Sheet. Bids that are received late **WILL NOT** be considered in this procurement process.

1.4.2 Project Background

Diagnostics Radiology has been the key diagnostic tools for many diseases and has an important role in monitoring treatment. It is a statutory requirement to have radiation safety in all the diagnostics radiology facilities which have radiology/ radiation emitting equipment installed. These facilities should be in compliance with regulations specified under the Atomic Energy (Radiation Protection) Rules, 2014.

This Project is envisioned to get the real situational analysis of the level of Compliance and Infrastructure conditions of all the State Public Health facilities which have radiology/radiation emitting equipment installed as per the AERB Compliance norms and to obtain "License for Operation" from AERB.

1.4.3 About the Nodal Authority – National Health Mission

NHM, National Health Mission launched in 2005 as NRHM (National Rural Health Mission) has six financing components:

- a) NRHM-RCH Flexipool,
- b) NUHM Flexipool,
- c) Flexible pool for Communicable disease,
- d) Flexible pool for non-communicable disease including injury and trauma,
- e) Infrastructure Maintenance and
- f) Family Welfare Central Sector component.

Within the broad national parameters and priorities, states have the flexibility to plan and implement state specific action plans. The state PIP includes the key strategies, activities undertaken, budgetary requirements and key health outputs and outcomes.

The State PIPs are an aggregate of the district/city health action plans, and include activities to be carried out at the state level. The state PIP also includes all the individual district/city plans. This has several advantages: first - it will strengthen local planning at the district/city level, second - it would ensure approval of adequate resources for high priority district action plans, and third - enable communication of approvals to the districts at the same time as the state.

The State PIP is approved by the Union Secretary of Health & Family Welfare, based on appraisal by the National Programme Coordination Committee (NPCC), which is chaired by the Mission Director and includes representatives of the state, technical and programme divisions of the MoHFW, national technical assistance agencies providing support to the respective states, other departments of the MoHFW and other Ministries as appropriate.

1.5 Instructions to the Bidders

1.5.1 General Instructions

- 1.5.1.1 The bidder should prepare and submit its offer as per instructions given under this **Section 1.5**.
- 1.5.1.2 The bids shall be submitted along with hard copies of all documents. Those submitted by fax or by email with attachments shall not be considered.
- 1.5.1.3 The bids which are for only a portion of the components of the job /service shall not be accepted (the bids should be for all components of the job /service).
- 1.5.1.4 The price quoted shall be firm and shall be quoted in the format as per attached **Appendix 'F'** only.
- 1.5.1.5 The bids (comprising of Technical and Financial) shall be submitted (with a Forwarding Letter as per **Appendix 'E'**) before the last date of submission. Late bids shall not be considered.

- 1.5.1.6 While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the services needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 1.5.1.7 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Nodal Authority on the basis of this RFP.
- 1.5.1.8 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Nodal Authority. Any notification of preferred bidder status by the Nodal Authority shall not give rise to any enforceable rights by the Bidder. The Nodal Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Nodal Authority.
- 1.5.1.9 This RFP and its contents supersedes and replaces any previous public documentation & communications on this RFP and its process, and Bidders should place no reliance on such communications.
- 1.5.1.10 Right to Terminate the Process
- 1.5.1.10.1 Nodal Authority may terminate the RFP process at any time and without assigning any reason. Nodal Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 1.5.1.10.2 This RFP does not constitute an offer by Nodal Authority. The bidder's participation in this process may result in selection of the bidder by the Nodal Authority towards execution of the contract.
- 1.5.2 Compliant Bids / Completeness of Response**
- 1.5.2.1 Bidders are advised to study all Instructions, Forms, Terms, Requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 1.5.2.2 Failure to comply with the requirements of Section 1.5.2 may render the bid non-compliant and the bid may be rejected. Bidders must:
- 1.5.2.2.1 Include all documentation specified in this RFP;
- 1.5.2.2.2 Follow the format of this RFP and respond to each element in the order and form as set out in this RFP

1.5.2.2.3 Comply with all requirements as set out within this RFP.

1.5.3 Key Requirements of the Bid

1.5.3.1 RFP Document Fees

1.5.3.1.1 This RFP document can be downloaded from <http://upnrhm.gov.in>

1.5.3.1.2 Cost of RFP / Bid Enquiry document will be a non-refundable fee of Rs. 15,000/- (Rupees Fifteen Thousand Only), even if a bidder opts to apply for more than one cluster. The bidder will submit non-refundable fee of Rs 15,000 (Rupees Fifteen Thousand only) in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of **State Health Society, Uttar Pradesh payable at Lucknow**. The demand draft of RFP document fees should be submitted along with bids.

1.5.3.2 Earnest Money Deposit (EMD)

1.5.3.2.1 Bidders shall submit, along with their Bids, EMD of following amount(s) based on the cluster they shall be bidding for. EMD should be in the form of a Fixed Deposit or Bank Guarantee (in the format specified in **(Appendix E)** issued by any Nationalized/Scheduled Indian bank in favour of **State Health Society, Uttar Pradesh**.

- Cluster 1: Rs. 1.85 Lakhs
- Cluster 2: Rs. 2.45 Lakhs
- Cluster 3: Rs. 2.23 Lakhs
- Cluster 4: Rs. 1.67 Lakhs
- Cluster 5: Rs. 2.48 Lakhs

If a bidder opts to bid for more than one cluster, the bidder will need to furnish as EMD an amount equal to the arithmetic sum of EMD for each cluster that the bidder intends to bid for.

1.5.3.2.2 It may be noted that no bidding entity is exempt from deposit of EMD along with its bid. Bids submitted by bidders without EMD shall be rejected.

1.5.3.2.3 The EMD of unsuccessful bidder will be returned to them without any interest, within 30 days after the signing of agreement with the successful bidder.

1.5.3.2.4 The EMD of the successful bidder will be returned without any interest, after receipt of its Performance Security as per the terms of the Contract.

1.5.3.2.5 EMD of a bidder may be forfeited without prejudice to other rights of the Nodal Authority, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid (*Bid Validity Period indicated in Section 1.5.4.10*) or if it comes to notice that the information /documents furnished in its bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the Successful Bidders' EMD will also be forfeited without prejudice to other rights of Nodal Authority, if it fails to furnish the required Performance Security within the specified period or fails to sign the contract in accordance with this RFP.

1.5.3.3 Submission of Bids

The bids shall be made in **TWO (2) SEPARATE SEALED ENVELOPES** as follows:

1.5.3.3.1 The two separate envelopes containing both Technical Bid (sealed) and the Financial Bid (sealed) shall be together put in a bigger envelope, which shall be sealed again and superscripted with **SPMU/NHM/Procure/AERB/2016-17/30**

1.5.3.3.2 The **First Envelope** shall be marked in bold letter as "**TECHNICAL BID**" which shall be sent along with Forwarding Letter ("**Appendix C**") and shall include the following:

1.5.3.3.2.1 *Bid Cost Payment Receipt: Demand Draft towards the cost of bid document to be attached in case bid document has been downloaded from website <http://upnrhm.gov.in>.*

1.5.3.3.2.2 *Fixed Deposit / Bank Guarantee towards **EMD**.*

1.5.3.3.2.3 *Confirmation regarding furnishing **Performance Security** in case of award of contract.*

1.5.3.3.2.4 *Original bid document duly stamped and signed in each page along with the Forwarding Letter confirming performing the assignment as per "**Appendix C**".*

1.5.3.3.2.5 *Particulars of the bidder as per "**Appendix B**".*

1.5.3.3.2.6 *Copy of the certificate of registration from AERB as Authorized Service Agency in Diagnostic Radiology which should remain valid till the term of the Contract.*

1.5.3.3.2.7 *Copy of the Income Tax Returns Acknowledgement for last three (3) Financial Years.*

1.5.3.3.2.8 *Copy of Audited Accounts Statement for the last three (3) Financial Years.*

1.5.3.3.2.9 *Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax with the appropriate Authority valid as on date of submission of bid documents.*

1.5.3.3.2.10 *A duly notarized declaration from the bidder in the format given in the "Appendix H" to the effect that the firm has neither been declared as defaulter or black-listed by any Competent Authority of Government of India or Government of any State.*

1.5.3.3.2.11 *List of clusters that the bidder intends to bid for as per proforma given in "Appendix G".*

In addition to the above documents,

1.5.3.3.3 The **Second Envelope** shall contain the financial bid and shall be marked in bold letters as "**FINANCIAL BID**". The price quoted shall be firm and shall be quoted in the format as per attached **Appendix D** only.

1.5.3.3.4 The bidder's bid shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the bid.

1.5.3.3.5 In case of discrepancy in the quoted prices, the price written in words will be taken as final and valid.

1.5.3.3.6 Please note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.

1.5.3.3.7 The outer (larger) envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

1.5.3.3.8 All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

1.5.3.3.9 The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bid(s).

1.5.3.3.10 Cover page and Cover Letter of the bid shall be initialed and stamped by the person or persons who sign the bid.

1.5.3.4 Bid Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Nodal Authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Nodal Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.5.3.5 **Language**

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the bid documents / responses, the English translation shall govern.

1.5.3.6 **Late Bids**

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Nodal Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Nodal Authority reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

1.5.4 **Evaluation Process**

1.5.4.1 Nodal Authority will constitute a Bid Evaluation Committee to evaluate the responses of the bidders.

1.5.4.2 The bids will be scrutinized by the Bid Evaluation Committee to determine whether they are complete and meet the essential and important requirements, conditions set out by this RFP and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements and/or do not provide requisite supporting documents / documentary evidence required to meet eligibility criteria are liable to be treated as non-responsive and may be ignored or rejected.

1.5.4.3 The decision of the Nodal Authority as to whether the bidder is eligible and qualified, and whether the bid is responsive, shall be final and binding on the bidders. No correspondence will be entertained outside the process of negotiation/ discussion with the Selection Committee.

1.5.4.4 The Evaluation shall only be carried out Cluster wise.

1.5.4.5 Financial bids of only those bidders, who qualify on technical qualification criteria, will be considered and opened.

1.5.4.6 The Bid Evaluation Committee may co-opt representatives of one or more relevant Departments Agencies/Entities as may be deemed necessary.

1.5.4.7 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their bids.

1.5.4.8 The Bid Evaluation Committee reserves the right to reject any or all bids on the basis of any deviations.

1.5.4.9 Bid Opening

1.5.4.9.1 The Bids submitted up to on or before stipulated date and time, as indicated in Bid Data Sheet S. No. 7, will be opened at **19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow** as per date and time indicated in Bid Data Sheet S.No. 8, by Selection Committee and/or Nodal Authority or any other Officer(s) authorized by Nodal Authority, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

1.5.4.9.2 The representatives of the bidders should be advised to carry the identity card or a letter of authority from their respective bidding firms to identify their bonafides for attending the opening of the bids.

1.5.4.10 Bid Validity

The bids shall remain valid for acceptance for 180 days from the date of opening of bids and the Contract will be valid for duration of 1 (One) Year. The contract may be extended for another term of 01 (One) Year based on review of performance and with mutual consent.

1.5.4.11 Bid Scrutiny

1.5.4.11.1 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Bids

- a) Are not submitted in as specified in the RFP Document.
- b) Received without the Affidavit as per Appendix F
- c) Are found with suppression of details.
- d) With incomplete information, subjective, conditional offers and partial offers submitted.
- e) Submitted without the documents requested, as set out **under Section 1.5.**
- f) Have non-compliance with any of the clauses stipulated in the RFP.
- g) With lesser validity period.

1.5.4.11.2 All responsive Bids will be considered for further processing as below:

Nodal Authority will prepare a list of responsive bidders, who comply with all the Terms and Conditions of this bid. All eligible bids will be considered for further evaluation by a Selection Committee according to the Evaluation process defined in this RFP document. The decision of this Committee will be final in this regard.

1.5.4.11.3 **Evaluation for Eligibility:** The bids will be evaluated for Eligibility to bid based on documents submitted. The following documents will be examined:

1.5.4.11.3.1 *Bid Document Cost and EMD (Appendix E) – Non submission of these documents will lead to summary rejection of the bid and the bid will not be evaluated further.*

1.5.4.11.3.2 *Submission of Eligibility Documents with respect of Technical Eligibility requirement i.e. Copy of the certificate of registration from AERB as Authorized Service Agency in Diagnostic Radiology*

1.5.4.11.3.3 *Submission of cumulative Turnover requirements documents.*

1.5.4.11.3.4 *Non submission of Technical Eligibility documents and Turnover documents will lead to the rejection of the bids.*

1.5.4.12 **Infirmity / Non-Conformity**

The Nodal Authority may waive minor infirmity and/or non-conformity in a bid, provided it does not constitute any material deviation. The decision of the Nodal Authority as to whether the deviation is material or not, shall be final and binding on the bidders.

1.5.4.13 **Bid Clarification**

Wherever necessary, the Nodal Authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the Nodal Authority shall evaluate the offer as per available information.

1.6 **Criteria for Evaluation**

1.6.1 **Technical Qualification Criteria**

1.6.1.1 The bidder should be registered with AERB as Authorized Service Agency in Diagnostic Radiology.

1.6.1.2 Minimum average turnover of the bidder during last three financial years, for each bid, has to be as indicated below:

- Cluster 1: Rs. 1.85 Crore
- Cluster 2: Rs. 2.45 Crore

- Cluster 3: Rs. 2.23 Crore
- Cluster 4: Rs. 1.67 Crore
- Cluster 5: Rs. 2.48 Crore

1.6.1.2.1 If a bidder opts to bid for more than one cluster, then its turnover must be more than or equal to the arithmetic sum of the average turnover required for the corresponding clusters.

1.6.1.3 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Nodal Authority.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support.

1.6.1.4 Government Officials and Civil Servants of any Central/State Government are not eligible to be included as Experts in the Consultant's Proposal.

1.6.1.5 The Bidders are not presently blacklisted by the Nodal Authority or by any State Govt. or its organizations by Govt. of India or its organizations (Appendix F).

1.6.1.6 The bidder shall declare all ongoing litigations it is involved in with any Government Agency/ State/Central department (Appendix F).

1.6.2 **Technically Responsive Bid(s)**

All bids meeting the criteria set out in **Section 1.6.1** shall be considered as Technically Responsive and eligible for Financial Bid opening.

1.6.3 **Financial Bid Evaluation**

1.6.3.1 The Financial Bids of technically qualified/responsive bidders will be opened on the prescribed date in the presence of bidder representatives.

1.6.3.2 The Financial bid evaluation will be based on the relevant stated Bid parameters. Any conditional bid, deviating from the bid conditions, will be rejected.

1.6.3.3 The bidder offering the Lowest Evaluated Total Price (Cost of Compliance Study and Infrastructure Development along with all the applicable taxes) for each Facility as per the bid parameter will be the selected L-1 bidder and shall be called for further process leading to the award of the Contract.

- 1.6.3.3.1 Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

1.7 Appointment of the Successful Bidder as Consultant

1.7.1 Award Criteria

Nodal Authority will award the Contract to the successful bidder whose bid has been determined to be technically responsive and having the least cost Financial Bid as per the process outlined in this RFP.

1.7.2 Right to Accept Any Bid and to Reject Any or All Bid(s)

Nodal Authority reserves the right to accept or reject any bid(s), and to annul the bidding process / Public procurement process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Nodal Authority action.

1.7.3 Notification of Award

- 1.7.3.1 The Nodal Authority shall issue the Notice for Award or Letter of Intent/Award of the Contract to the successful bidder within the Bid Validity Period.
- 1.7.3.2 The successful bidder will be required to sign and submit the contract (Part II – Draft Contract Agreement) unconditionally within 21 days of receipt of such communication.
- 1.7.3.3 The Letter of Award (LOA / LOI) will be issued by Mission Director, National Health Mission, Uttar Pradesh.
- 1.7.3.4 In case the bidding process / public procurement process has not been completed within the stipulated period, Nodal Authority, may like to request the bidders to extend the validity period of the bid.
- 1.7.3.5 The notification of award will constitute the formation of the Contract. Upon the successful bidder's furnishing of Performance Security, Nodal Authority will notify each unsuccessful bidder and return their EMD.

1.7.4 Modification to Contract

The Contract when executed by both the parties shall constitute the entire Contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of both the parties.

1.7.5 Performance Security

1.7.5.1 The successful bidder shall furnish a Performance Security in the shape of a **FDR/Bank Guarantee** issued by a Nationalized Bank/Scheduled Indian Bank in favour of **State Health Society, Uttar Pradesh** for an amount as specified in the **Bid Data Sheet's S. No. 13**. The Bank Guarantee shall be as per proforma at "**Appendix E**" and will remain in force up to and including 180 (One Hundred and Eighty) days after the period of contract validity. This shall be submitted within 21 days of receiving of Notice for Award of Contract, failing which the EMD may be forfeited and the Contract may be cancelled.

1.7.5.2 If the selected Bidder / Consultant violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Nodal Authority and the contract may also be cancelled.

1.7.5.3 The Nodal Authority will release the Performance Security without any interest to the selected Bidder / Consultant on successful completion of Contractual term and/or its obligations.

1.7.6 Signing of Contract

1.7.6.1 After the Nodal Authority notifies the successful bidder that its bid response has been accepted, Nodal Authority shall enter into a contract, incorporating all clauses, pre-bid clarifications and the bid of the bidder between Nodal Authority and the successful bidder.

1.7.6.2 The Draft Legal Contact Agreement is provided as a separate document, and has been attached herewith this RFP bid document. (Part II – Draft Contract Agreement)

1.7.6.3 The individual Contracts will be signed between Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh and the Successful Bidder(s).

1.7.6.4 The Implementing, Monitoring Authority and Payment Authority will be Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh.

1.7.7 Failure to Agree with the Terms and Conditions of the RFP and its Contract Agreement

1.7.7.1 Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Nodal Authority may award the contract to the next technically responsive and most economical bidder (having next best least cost) or call for new bids from the interested bidders.

1.7.7.2 In such a case, the Nodal Authority shall invoke the Performance Security of the next most technically responsive and least cost bidder.

1.7.8 Compliance of Minimum Wages Act and other Statutory Requirements

The Consultant shall comply with all the provisions of Minimum Wages Act and other applicable labor laws, applicable AERB Safety Code & Safety Manual. The Consultant shall also comply with all other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used for providing the services, radiation safety, occupational and environmental safety.

Legal liability to the extent of reporting of Compliance Study and Infrastructure Development for each facility/cluster extends to the Consultant.

The Consultant shall maintain confidentiality of the information shared by Nodal Authority for facilitating the Contract and all the records, information which is generated as an end deliverable of this Contract.

1.7.9 Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the Consultant's invoices / bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

1.8 Scope of Work

1.8.1 General Project Overview

The Mission Director, National Health Mission has planned to conduct a compliance study across the state for AERB Safety Regulations. The mapping of the facilities where Radiology/Radiation emitting Equipment are installed in public health facilities will provide quantitative and qualitative data for radiation safety compliance. Further to compliance mapping study the selected agency is expected to upgrade the infrastructure of the installation to meet all statutory regulations of AERB including but not limited to TLD Badges, lead Aprons, documentation formats, civil work, warning light etc.

1.8.2 Work Description

The obligations of the Consultant under this service contract shall include following service activities and commitments. The details of locations are given in **Appendix 'A'**.

Should a situation arise, wherein the Authority may require to conduct AERB compliance study and infrastructure upgradation work, alongside acquisition of License of Operation, for additional facilities, the Consultant may be required to provide their expertise and services over for the same (within a Cluster or across Clusters). However, in such a case, the Consultant will be given a prior intimation and based upon a mutual agreement, the Consultant will be paid additionally per the payment terms of this RFP and its Contract.

1.8.2.1 Compliance Study,

The Consultant will conduct the safety regulations survey across all facilities in scope of study. The study will identify gaps from the AERB Regulations [Atomic Energy (Radiation Protection) Rules, 2004]:

- 1.8.2.1.1 Data Collection in the prescribed format (refer Appendix H) for all the facilities in scope of study.
- 1.8.2.1.2 Submission of Survey Report and Work plan for Infrastructure Development.
- 1.8.2.1.3 Enlist the infrastructure augmentation requirement.
- 1.8.2.1.4 Describe the implementation guidelines for infrastructure augmentation.
- 1.8.2.1.5 Submit a list of installed Radiology/Radiation emitting Equipment which are not type approved to the authority.

1.8.2.2 Infrastructure Development

Based on the findings of Compliance study's gap analysis, the Consultant shall upgrade the non-compliant facility as per AERB Regulations [Atomic Energy (Radiation Protection) Rules, 2004], and which shall require the following tasks to be performed

- 1.8.2.2.1 Ensure Availability of patient (1 no.) and Healthcare worker (2 nos.) Lead Apron gown.
- 1.8.2.2.2 Installation of Warning Lights.
- 1.8.2.2.3 Lead Lining for Doors as per AERB Regulations.
- 1.8.2.2.4 Protective (Mobile) Barriers with Viewing Glass for Healthcare Workers.
- 1.8.2.2.5 Availability of Chest Stand (1 no.).
- 1.8.2.2.6 Civil Work like closure of Windows, Shifting of Entrance Door, Increase in wall thickness as per AERB Regulations.
- 1.8.2.2.7 Proper Display of Radiation Hazard Signage.
- 1.8.2.2.8 Conduct Quality Assurance and Calibration of all equipment.
- 1.8.2.2.9 Procurement/Purchase of all required items for Infrastructure upgrade, and their replacement or repair in case of defects after installation, shall be the responsibility of the Consultant

1.8.2.3 Issuance of "License for Operation" by AERB

After ensuring compliance and upgradation of the facilities (as need be), the Consultant shall facilitate issuance of "License for Operation" from AERB for the equipment and all the relevant facilities mentioned in Appendix A. For obtaining License of each facility, the Consultant needs to enter facility details in e-LORA (*e-Licensing of Radiation Applications*) Website.

The following are the steps for obtaining License through e-LORA for each facility:

- 1.8.2.3.1 Step 1- Registration of Facility with e-LORA.
- 1.8.2.3.2 Step 2- Declaration of X-ray Equipment details with e-LORA.
- 1.8.2.3.3 Step 3- "License for Operation" of Existing X-ray Equipment in e-LORA.
 - 1.8.2.3.3.1 Step 3.1- Availability of Qualified Radiation Workers (TLD cards should be available).
 - 1.8.2.3.3.2 Step 3.2- Availability of required Safety Tools.
 - 1.8.2.3.3.3 Step 3.3- Layout and Shielding Details (as per AERB requirements).
 - 1.8.2.3.3.4 Step 3.4- Quality Assurance Test Report.
 - 1.8.2.3.3.5 Step 3.5- Approved RSO
- 1.8.2.4 The Consultant shall hand over of all the documents/reports/findings/presentations/collated data prepared as per the scope of this project to the Nodal Authority at the termination or end of the Contract.
- 1.8.2.5 **Time Frame for Completion of Services and Liquidated Damages:**

The overall duration for completion of services for each cluster can be categorized across three phases which would be considered from the day of signing of the Contract by the Authority and the Selected Bidder.

 - 1.8.2.5.1 Phase 1: Completion of Compliance Study of all the facilities in a Cluster within 60 days from the day of signing of the contract by both parties.
 - 1.8.2.5.2 Phase 2: Completion of Infrastructure Development of those Radiology/Radiation Emitting Equipment at the Facilities which are Non-Compliant to meet all statutory Safety Regulations of AERB within 180 days from the day of signing of the contract by both parties.
 - 1.8.2.5.3 Phase 3: Issuance of License of Operation from AERB for all the Radiology/Radiation Emitting Equipment at facilities in a Cluster within 365 days from the day of signing of the contract by both parties.
- 1.8.2.6 **Liquidated Damages:**
 - 1.8.2.6.1 The Liquidated Damage for non-commencement of services for each phase will be applicable at the rates on per day basis for each cluster as mentioned below,
 - Cluster 1: Rs. 18.52 Thousand
 - Cluster 2: Rs. 24.54 Thousand
 - Cluster 3: Rs. 22.31 Thousand
 - Cluster 4: Rs. 16.73 Thousand
 - Cluster 5: Rs. 24.76 Thousand
 - 1.8.2.6.2 The Liquidated Damage will be recoverable from the Performance Security, and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per termination procedure.

1.8.2.7 Penalty Charges:

1.8.2.7.1 For delay up to 15 days in completion of services in each phase, a penalty of 0.5 % of Contract Value of a Cluster shall be levied on the Consultant.

1.8.2.7.2 For delay between 16-30 days in completion of services in each Phase, a penalty of 1 % of Contract Value of a Cluster will be levied on the Consultant.

1.8.2.7.3 For delay of more than 30 days in completion of services in each Phase, the Contract shall be terminated with forfeiture of Performance Security.

1.9 Payment Terms

1.9.1 The Director General Medical and Health, Department of Medical Health & Family Welfare, Government of Uttar Pradesh will be the Paying Authority.

1.9.2 The Payment will be linked to the following delivery milestones for a Cluster,

S. No.	Description of Milestone	% of Contract Value
1.9.2.1	Submission and Verification of Compliance Study	10%
1.9.2.2	Completion of Infrastructure Development and Steps of e-LORA website mentioned in Clause 1.8.2.3	40%
1.9.2.2.1	Completion of Registration of each Facility & it's installed Radiology/Radiation Emitting Equipment	10%
1.9.2.2.2	Upon Provision of Safety Tools in each Facility	10%
1.9.2.2.3	Upon Completion of QA Test Reports and Registration of Approved RSO for all Radiology/Radiation Emitting Equipment in Facilities in a Cluster	10%
1.9.2.2.4	Upon Registration of Radiation Workers (TLD Cards)	10%
1.9.2.3	Final Inspection of Radiology/Radiation Emitting Equipment in all the Facilities in a Cluster	20%
1.9.2.4	Obtaining "License for Operation" from AERB for each Facility	30%
1.9.2.4.1	On obtaining "License for Operation" of 50% of all the Radiology/Radiation Emitting Equipment at Facilities in a Cluster	10%
1.9.2.4.2	On obtaining "License for Operation" of 90% of all the Radiology/Radiation Emitting Equipment at Facilities in a Cluster	10%
1.9.2.4.3	On obtaining "License for Operation" of all the remaining Radiology/Radiation Emitting Equipment at all Facilities in a Cluster	10%

- 1.9.3 The Nodal Authority shall form an Inspection Committee which will perform the Final Inspection of the work done by the Consultant as part of Scope of Work mentioned in Section 1.8. The Inspection Committee shall include Government Officials, Diagnostic Radiology Professionals and/or relevant Medical Industry Experts.
- 1.9.4 The Consultant shall submit an invoice of the Civil Work (Layout) done for the Radiology/Radiation Emitting Equipment installed in the facilities in a Cluster as per the applicable PwD Rates to the Paying Authority on the monthly basis. The UP-PwD Rate List can be referred from the website (<http://uppwd.up.nic.in/pdf/42%20PAGES.A.pdf>).
- 1.9.5 The Consultant shall submit a Self-Declaration to the Paying Authority, comprising of relevant proofs (where applicable) of work done for AERB compliance at that facility, for completion of each milestone, which shall form the basis for the payment model defined in Clause 1.9.2.
- 1.9.5.1 The Consultant will submit the invoice/Self-Declaration Form on monthly basis to the Paying Authority.
- 1.9.5.2 The Paying Authority can raise objection within 15 days of receipt of invoice/Self-Declaration Form and on 16th day the verification claim will be considered approved; in case no objection is raised.
- 1.9.5.3 In case of objection raised by Paying Authority, the same will be resolved through verification from the Inspection Committee formed by the Nodal Authority.
- 1.9.5.4 After verification of invoices/Self-Declaration Form, the Paying Authority will make the payment within 30 days of verification of the Invoices or after 30 days of resolution of dispute, whichever is later, for all invoices/Self-Declaration Form raised.
- 1.9.5.5 The payment will be subject to all Statutory Taxes, Tax Deducted at Source (TDS), as per Applicable taxes and laws.
- 1.9.6 The Consultant hereby acknowledges and agrees that it is not entitled to any revision of the Payment Terms or other relief from the Paying Authority except in accordance with the express provisions of this Agreement.
- 1.9.7 Penalties would apply on payments, as defined in this RFP document, due to non-conformance to the Service and Operations & Maintenance Requirements

1.10 Other Terms and Conditions of the RFP and Contract

1.10.1 Downstream Work

The Nodal Authority does not guarantee, support or state any the possibility of any downstream work arising of this contract. Downstream work and its procurement/bidding process strictly follows the Government of India defined Conflict of Interest clauses.

1.10.2 Fraud and Corrupt Practices

1.10.2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Nodal Authority shall reject a bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Nodal Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's bid.

1.10.2.2 Without prejudice to the rights of the Nodal Authority under Clause above and the rights and remedies which the Nodal Authority may have under the LOI or the Agreement, if a Bidder, as the case may be, is found by the Nodal 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 Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any Bid or RFP issued by the Nodal Authority during a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Nodal Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

1.10.2.2.1 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- 1.10.2.2.1.1 *“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Consultant/ adviser of the Nodal Authority in relation to any matter concerning the Project;*
- 1.10.2.2.1.2 *“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;*
- 1.10.2.2.1.3 *“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;*
- 1.10.2.2.1.4 *“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and*
- 1.10.2.2.1.5 *“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 Selection Process.*

1.11 Conflict of Interest

- 1.11.1 A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such Bidder’s bid, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.

1.11.2 The Nodal Authority requires that the Consultant provides solutions which at all times hold the Nodal Authority's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.

1.12 Damages for Mishap/Injury

The Nodal Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Consultant while performing duty. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Consultant.

1.13 Termination of Contract

1.13.1 The Nodal Authority may terminate the contract under following circumstances: If the successful bidder withdraws its bid after its acceptance or fails to submit the required Performance Securities for the initial contract and or fails to fulfill any other contractual obligations. In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money and the Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.

1.13.1.1 The following conditions will be treated as failure to fulfill the key contractual obligation:

1.13.1.1.1 Criminal Indictment and excess and/or forged billing to the Nodal Authority/ Paying Authority

1.13.1.1.2 Insolvency

1.13.1.1.3 For delay of more than 30 days in completion of services in each Phase (as defined in Clause 1.8.2.5).

1.13.1.1.4 Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.

1.13.2 The Consultant will be served a notice of termination by the Nodal Authority and will be required to make corrections within 30 days failing which the services will be treated as Terminated.

1.13.3 In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money and the performance security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.

1.13.4 **Arbitration**

1.13.4.1 If dispute or difference of any kind shall arise between the Nodal Authority and the Consultant in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

1.13.4.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Nodal Authority or the Consultant may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India and the rules there under. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Arbitral Tribunal shall consist of three Arbitrators. Each Party shall appoint one Arbitrator and both Arbitrator shall appoint Presiding Arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person, appointed by the party appointing the outgoing Arbitrator, to act as the new Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees 1 Lakh (Rs.1,00,000/-)

1.13.4.3 Work under the contract, notwithstanding the existence of any such dispute or difference, shall continue during arbitration proceedings and no payment due or payable by the Nodal Authority shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

1.13.4.4 Reference to arbitration shall be a condition precedent to any other action at law.

1.13.4.5 Venue of Arbitration: The venue of arbitration shall be Lucknow.

1.13.5 **Applicable Law and Jurisdiction of Court**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at Lucknow shall have jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

Appendix A: Name of Facilities for Compliance Study and Infrastructure Development for Safety Regulations and Issuance of "License for Operation" for Radiology/Radiation Emitting Equipment from AERB

Cluster 01:

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
1.	DH	Agra	District Hospital Male Agra	CT SCAN MACHINE
2.	DH	Aligarh	Malkhan Singh Hospital Aligarh	X-Ray machine
3.	DH	Auraiya	Auraiya	X-Ray Machine (100Ma)
4.	DH	Auraiya	Auraiya	X-Ray Machine (100Ma)
5.	DH	Etah	Etah	X Ray Machine 100 M A
6.	DH	Farrukhabad	Civil Hospital Farrukhabad	X-Ray Machine
7.	DH	Firozabad	District Joint Hospital Shikohabad	X-Ray Machine
8.	DH	Jalaun	Urai	X-Ray Machine 100 Ma
9.	DH	Jalaun	Urai	X-Ray Machine 200Ma
10.	DH	Jalaun	Urai	X-Ray Machine 200Ma
11.	DH	Jalaun	Urai	X-Ray Machine 200Ma
12.	DH	Jalaun	Urai	X-Ray Machine 200Ma
13.	DH	Jalaun	Urai	X-Ray Machine 200Ma
14.	DH	Jhansi	District Hospital Jhansi	CT SCAN MACHINE
15.	DH	Kasganj	Kasganj	X-Ray Machine 100Ma
16.	DH	Kasganj	Kasganj	X-Ray Machine 100Ma
17.	DH	Lalitpur	Manyavar Kanshiram Combined District Hospital	X-Ray Machine
18.	DH	Lalitpur	Manyavar Kanshiram Combined District Hospital	X-Ray Machine (100Ma)
19.	DH	Lalitpur	Manyavar Kanshiram Combined District Hospital	X-Ray Machine (100Ma)
20.	DH	Lalitpur	Manyavar Kanshiram Combined District Hospital	X-Ray Machine (300Ma)
21.	DH	Mathura	M.D.S.D.H Mathura	X-Ray Machine (300Ma)
22.	CHC	Agra	Awalkheda	X Ray Machine
23.	CHC	Agra	Bah	X Ray Machine
24.	CHC	Agra	Fatehabad	X Ray Machine

Part I: RFP for Selection of AERB Approved Authorized Service Agency in Diagnostic Radiology as
'Consultants' for Select Locations in Uttar Pradesh

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
25.	CHC	Agra	Fatehabad	X Ray Machine
26.	CHC	Agra	Kheragadh	X Ray Machine
27.	CHC	Agra	Kirawali	X Ray Machine
28.	CHC	Aligarh	Atrauli	X-Ray Machine
29.	CHC	Aligarh	Charra	X Ray Machine
30.	CHC	Aligarh	Jawan	X Ray Machine
31.	CHC	Aligarh	Tappal	X-Ray Machine
32.	CHC	Auraiya	Ajeetemal	X-Ray Machine (100Ma)
33.	CHC	Auraiya	Ajeetemal	X-Ray Machine (100Ma)
34.	CHC	Auraiya	Bidhuna	X-Ray (100Ma)
35.	CHC	Etah	Ali Ghar	X Ray Machine 100 M A
36.	CHC	Etah	Jalesar	X-Ray Machine
37.	CHC	Etah	Marahara	X Ray Machine 100 M A
38.	CHC	Etah	Nidhauili Kalan	X Ray Machine 100 M A
39.	CHC	Etawah	Bharthana	X-Ray Machine
40.	CHC	Etawah	Jaswant Nagar	X Ray Machine
41.	CHC	Etawah	Udi	X-Ray Machine
42.	CHC	Farrukhabad	Kamalganj	X-Ray Machine
43.	CHC	Farrukhabad	Kamalganj	X-Ray Machine
44.	CHC	Farrukhabad	Kayamganj	X-Ray Machine
45.	CHC	Farrukhabad	Mohammadabad	X-Ray Machine
46.	CHC	Farrukhabad	Rajepur	X-Ray Machine
47.	CHC	Firozabad	Chc Sirsaganj	X-Ray Machine
48.	CHC	Hathras	Sadabad	X-Ray Machine
49.	CHC	Hathras	Sikandra Rau	X-Ray Machine
50.	CHC	Jalaun	Jalaun	X-Ray Machine 100 Ma
51.	CHC	Jalaun	Kalpi	X-Ray Machine Gme 100
52.	CHC	Jalaun	Konch	X-Ray Machine 200Ma
53.	CHC	Jalaun	Konch	X-Ray Machine100Mm
54.	CHC	Jalaun	Nadigaon	X-Ray Machine 200Ma
55.	CHC	Jhansi	Babeena	X -Ray Machine (100Ma)
56.	CHC	Jhansi	Gursarai	X-Ray Machine (100 Mh)
57.	CHC	Jhansi	Mauranipur	X-Ray Machine
58.	CHC	Jhansi	Moth	X-Ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
59.	CHC	Jhansi	Moth	X-Ray Machine
60.	CHC	Kannauj	Chhibramau	X Ray Machine
61.	CHC	Kannauj	Gugrapur	X-Ray Machine
62.	CHC	Kanpur Dehat	Akbarpur	X Ray Machine
63.	CHC	Kanpur Dehat	Derapur	X Ray Machine
64.	CHC	Kanpur Dehat	Devipura	X Ray Machine
65.	CHC	Kanpur Dehat	Jhijhank	X Ray Machine
66.	CHC	Kanpur Dehat	Pukhraya	X Ray Machine
67.	CHC	Kanpur Dehat	Rasulabad	X Ray Machine
68.	CHC	Kanpur Dehat	Salempur	X Ray Machine
69.	CHC	Kanpur Dehat	Sandalpur	X Ray Machine
70.	CHC	Kanpur Dehat	Shivali	X Ray Machine
71.	CHC	Kanpur Dehat	Sikandra	X Ray Machine
72.	CHC	Kanpur Nagar	Ghatampur	X-Ray Machine
73.	CHC	Kanpur Nagar	Kalyanpur	X Ray Machine
74.	CHC	Kasganj	Soron	X-Ray Machine 100Ma
75.	CHC	Lalitpur	Madavara	X-Ray Machine (100Ma)
76.	CHC	Lalitpur	Mahurauni	X-Ray Machine (100Ma)
77.	CHC	Lalitpur	Talbehat	X-Ray Machine (100Ma)
78.	CHC	Mainpuri	Barnahaal	X Ray Machine
79.	CHC	Mainpuri	Kuchaila	X-Ray Machine
80.	CHC	Mainpuri	Ocha	X-Ray Machine
81.	CHC	Mathura	Chc Baldev	X-Ray Machine
82.	CHC	Mathura	Chc Ral	X-Ray Machine
83.	CHC	Mathura	Chc Virandaavan	X-Ray Machine

Cluster 02:

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
1.	DH	Baghpat	District Hospital(Baghpat)	X-Ray Machine (100 Ma)
2.	DH	Bareilly	District Hospital Male	CT SCAN MACHINE
3.	DH	Bijnor	Dducdh	X-Ray Machine 100Ma
4.	DH	Bijnor	Dducdh	X-Ray Machine 300Ma
5.	DH	Bulandshahar	District Hospital Bulandshahr	300 M.A.X-ray Machine
6.	DH	Bulandshahar	District Hospital Bulandshahr	X-Ray Machine
7.	DH	Bulandshahar	District Hospital Bulandshahr	X-Ray Machine 100 M.A
8.	DH	Gautam Budha Nagar (Noida)	Dr. Br Ambedkar Ms Govt Hospital Sector-30 Noida	X-Ray Machine (100Ma)
9.	DH	Gautam Budha Nagar (Noida)	Dr. Br Ambedkar Ms Govt Hospital Sector-30 Noida	X-Ray Machine (100Ma)
10.	DH	Gautam Budha Nagar (Noida)	Dr. Br Ambedkar Ms Govt Hospital Sector-30 Noida	X-Ray Machine (100Ma)
11.	DH	Ghaziabad	Gor -District M.M.G	CT SCAN MACHINE
12.	DH	Meerut	P.L Sharma District Hospital ,Meerut	CT SCAN MACHINE
13.	DH	Meerut	P.L Sharma District Hospital ,Meerut	X-Ray Machine (100Ma)
14.	DH	Meerut	P.L Sharma District Hospital ,Meerut	X-Ray Machine (100Ma)
15.	DH	Meerut	P.L Sharma District Hospital ,Meerut	X-Ray Machine (100Ma)
16.	DH	Meerut	P.L Sharma District Hospital ,Meerut	X-Ray Machine (300Ma)
17.	DH	Meerut	P.L Sharma District Hospital ,Meerut	X-Ray Machine(100Ma)
18.	DH	Moradabad	Morada Bad	CT SCAN MACHINE
19.	DH	Muzzaffarnagar	District Hospital Male	X Ray Machine
20.	DH	Muzzaffarnagar	District Hospital Male	X Ray Machine
21.	DH	Muzzaffarnagar	District Hospital Male	X Ray Machine
22.	CHC	Amroha	Amroha	X-Ray Machine
23.	CHC	Amroha	Dhanoura	X Ray 100 Ma
24.	CHC	Amroha	Joya	X Ray
25.	CHC	Amroha	Joya	X Ray
26.	CHC	Amroha	Nabagaoun Shadat	X Ray Machine 100 Ma

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
27.	CHC	Badaun	Bilsi	X-Ray Machine
28.	CHC	Badaun	Dataganj	X Ray Machine
29.	CHC	Badaun	Kakrala	X-Ray Machine
30.	CHC	Badaun	Sahaswan	X Ray Machine
31.	CHC	Badaun	Ujhani	X Ray Machine
32.	CHC	Badaun	Wazirganj	X-Ray Machine
33.	CHC	Baghpat	Baghpat	X-Ray Machine (100 Ma)
34.	CHC	Baghpat	Chhaprauli	X-Ray Machine (300Ma)
35.	CHC	Baghpat	Khekda	X-Ray Machine (100 Ma)
36.	CHC	Baghpat	Khekda	X-Ray Machine (100 Ma)
37.	CHC	Bareilly	Baheri	X-Ray Machine
38.	CHC	Bareilly	Bhamora	X-Ray Machine
39.	CHC	Bareilly	Fareedpur	X-Ray Machine
40.	CHC	Bijnor	Afajalgad	X-Ray Machine 100Ma
41.	CHC	Bijnor	Dhampur	X-Ray Machine 100Ma
42.	CHC	Bijnor	Mandawar	X-Ray Machine
43.	CHC	Bijnor	Nagina	X-Ray Machine
44.	CHC	Bijnor	Nagina	X-Ray Machine 100Ma
45.	CHC	Bijnor	Nagina	X-Ray Machine 100Ma
46.	CHC	Bijnor	Najibabad	X-Ray Machine 100Ma
47.	CHC	Bijnor	Noorpur	X-Ray Machine
48.	CHC	Bijnor	Seohara	X-Ray Machine
49.	CHC	Bijnor	Shyau	X-Ray Machine 100Ma
50.	CHC	Bulandshahar	B B Nagar	X-Ray Machine
51.	CHC	Bulandshahar	Dhanpur	X Ray Machine
52.	CHC	Bulandshahar	Dhanpur	X Ray Machine
53.	CHC	Bulandshahar	Dhanpur	X Ray Machine
54.	CHC	Bulandshahar	Dhanpur	X-Ray Machine
55.	CHC	Bulandshahar	Dibai	X-Ray Machine
56.	CHC	Bulandshahar	Gulawati	X -Ray Machine
57.	CHC	Bulandshahar	Jahagirabad	X-Ray Machine
58.	CHC	Bulandshahar	Muni (Arniya)	X-Ray Machine
59.	CHC	Bulandshahar	Pahasu	X-Ray Machine
60.	CHC	Bulandshahar	Siyana	X-Ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
61.	CHC	Gautam Budha Nagar (Noida)	Badalpur	X-Ray Machine (100Ma)
62.	CHC	Gautam Budha Nagar (Noida)	Dadri	X-Ray Machine (100Ma)
63.	CHC	Gautam Budha Nagar (Noida)	Dadri	X-Ray Machine (100Ma)
64.	CHC	Ghaziabad	Chc Dasana	X-Ray Machine (100 Ma)
65.	CHC	Ghaziabad	Chc Murad Nagar	X-Ray Machine (100 Ma)
66.	CHC	Ghaziabad	Govindpuri Modinagar	X-Ray Machine (100 Ma)
67.	CHC	Hapur	Babu Ramcharan Das Chc	X-Ray Machine
68.	CHC	Hapur	Babu Ramcharan Das Chc	X-Ray Machine
69.	CHC	Hapur	Babu Ramcharan Das Chc	X-Ray Machine
70.	CHC	Hapur	Garhmuksteshwar	X-Ray Machine
71.	CHC	Hapur	Sapnawat	X-Ray Machine
72.	CHC	Meerut	Chc Dourala	X-Ray Machine 100Ma
73.	CHC	Meerut	Chc Hastinapur	X-Ray (100Ma)
74.	CHC	Meerut	Chc Hastinapur	X-Ray Machine
75.	CHC	Meerut	Chc Kharkoda	X-Ray Machine
76.	CHC	Meerut	Chc Kharkoda	X-Ray Machine
77.	CHC	Meerut	Chc Mawana	X-Ray Machine (100Ma)
78.	CHC	Meerut	Chc Sardhana	X-Ray Machine (100 Ma)
79.	CHC	Meerut	Chc Sardhana	X-Ray Machine (100 Ma)
80.	CHC	Meerut	Chc Sarur Pur Khurd	X-Ray Machine (100Ma)
81.	CHC	Moradabad	Bilaree	X Ray
82.	CHC	Moradabad	Kanth	X Ray
83.	CHC	Moradabad	Thakur Dwara	X Ray 100 M A
84.	CHC	Muzaffarnagar	Jansath	X Ray Machine
85.	CHC	Muzaffarnagar	Khatoli	X Ray Machine
86.	CHC	Muzaffarnagar	Shapur	X Ray Machine
87.	CHC	Pilibhit	Amriya	X-Ray Machine
88.	CHC	Pilibhit	Bisalpur	X-Ray Machine
89.	CHC	Pilibhit	Nuriya	X-Ray Machine
90.	CHC	Pilibhit	Puranpur	X-Ray Machine
91.	CHC	Rampur	Belashpur	X-Ray Machine
92.	CHC	Rampur	Milak	X-Ray Machine
93.	CHC	Rampur	Sahabad	X-Ray Machine
94.	CHC	Rampur	Tanda	X-Ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
95.	CHC	Saharanpur	Behat	X-Ray
96.	CHC	Saharanpur	Chilkana	X-Ray Machine
97.	CHC	Saharanpur	Devband	X-Ray Machine
98.	CHC	Saharanpur	Fatehpur	X-Ray Machine
99.	CHC	Saharanpur	Fatehpur	X-Ray Machine
100.	CHC	Saharanpur	Nakur	X-Ray
101.	CHC	Saharanpur	Rampur Maniharin	X-Ray
102.	CHC	Sambhal	Chandausi	X-Ray Machine
103.	CHC	Sambhal	Gunnour	X-Ray Machine
104.	CHC	Shahjahanpur	Banda	X Ray Machine
105.	CHC	Shahjahanpur	Jalalabad	X Ray Machine
106.	CHC	Shahjahanpur	Powayan	X Ray Machine
107.	CHC	Shahjahanpur	Tilhar	X Ray Machine
108.	CHC	Shamli	Kairan	X-Ray Machine
109.	CHC	Shamli	Shamli	X-Ray Machine 100Ma
110.	CHC	Shamli	Thanabhawan	X-Ray Machine 100Ma

Cluster 03:

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
1.	DH	Chandauli	Chakia	X-Ray Machine (100Mm)
2.	DH	Chandauli	Chandauli	X-Ray 200Ma
3.	DH	Chandauli	Chandauli	X-Ray 300Ma
4.	DH	Chitrakoot	Dh Chitrakoot	X-Ray Machine 100Ma
5.	DH	Chitrakoot	Dh Chitrakoot	X-Ray Machine 100Ma
6.	DH	Ghazipur	Ghazipur	X-Ray Machine 100Ma
7.	DH	Ghazipur	Ghazipur	X-Ray Machine 100Ma
8.	DH	Ghazipur	Ghazipur	X-Ray Machine 100Ma
9.	DH	Hamirpur	Diwan Satrudhan Singh Dh	X-Ray Machine 200Ma
10.	DH	Mahoba	Mahoba	X-Ray Machine -100 Ma
11.	DH	Mahoba	Mahoba	X-Ray Machine -100 Ma
12.	DH	Mahoba	Mahoba	X-Ray Machine -100 Ma1
13.	DH	Mahoba	Mahoba	X-Ray Machine-300 Ma
14.	DH	Pratapgarh	Pratapgarh DH	X Ray Machine 100 MA
15.	DH	Pratapgarh	Pratapgarh DH	X Ray Machine 300
16.	DH	Pratapgarh	Pratapgarh DH	X Ray Machine 300 MA
17.	DH	Varanasi	Deen Dyal Hospital	CT SCAN MACHINE
18.	DH	Varanasi	Varanasi	X-Ray 300 Ma
19.	CHC	Allahabad	Chaka	X Ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
20.	CHC	Allahabad	Harakpur	X Ray Machine
21.	CHC	Allahabad	Jaisara	X Ray Machine
22.	CHC	Allahabad	Karchhana	X Ray Machine
23.	CHC	Allahabad	Kaudhiyara	X Ray Machine
24.	CHC	Allahabad	Kaudihar	X Ray Machine
25.	CHC	Allahabad	Koraon	X Ray Machine
26.	CHC	Allahabad	Manda	X Ray Machine
27.	CHC	Allahabad	Meeja	X Ray Machine
28.	CHC	Allahabad	Phaulpur	X Ray Machine
29.	CHC	Allahabad	Pratappur	X Ray Machine
30.	CHC	Allahabad	Ramnagar	X Ray Machine
31.	CHC	Allahabad	Saidabad	X Ray Machine
32.	CHC	Allahabad	Sarow	X Ray Machine
33.	CHC	Allahabad	Shankargadh	X Ray Machine
34.	CHC	Banda	Chc Atarra	X-Ray Machine
35.	CHC	Banda	Chc Baberu	X-Ray Machine
36.	CHC	Banda	Chc Naraini	X-Ray Machine
37.	CHC	Bhadohi	Abhauri	X Ray Machine
38.	CHC	Bhadohi	Digh	X Ray Machine
39.	CHC	Bhadohi	Gopiganj	X Ray Machine
40.	CHC	Chandauli	Bogwara	X-Ray Machine (100Mm)
41.	CHC	Chandauli	Naugarh	X-Ray Machine (100Mm)
42.	CHC	Chandauli	Sakaldiha	X-Ray Machine (80Ma)
43.	CHC	Chitrakoot	Chc Manikpur	X-Ray Machine
44.	CHC	Chitrakoot	Chc Rajapur	X-Ray Machine
45.	CHC	Fatehpur	Hathgam	X-Ray Machine
46.	CHC	Fatehpur	Husain Ganj	X-Ray Machine 100 Ma Freq-5011
47.	CHC	Fatehpur	Khaga	X-Ray Machine
48.	CHC	Fatehpur	Khaga	X-Ray Machine 100M
49.	CHC	Ghazipur	Jamaina	X-Ray Machine 100Ma
50.	CHC	Ghazipur	Khanpur	X-Ray Machine 100Ma
51.	CHC	Ghazipur	Mohamdabad	X-Ray Machine 300Ma
52.	CHC	Ghazipur	Shaidpur	X-Ray Machine 100Ma
53.	CHC	Ghazipur	Shaidpur	X-Ray Machine 300Ma
54.	CHC	Hamirpur	Maudaha	X-Ray Machine 100
55.	CHC	Hamirpur	Rath	X-Ray Machine 100
56.	CHC	Hamirpur	Rath	X-Ray Machine 100
57.	CHC	Hamirpur	Sarila	X-Ray Machine
58.	CHC	Jaunpur	Badlapur	X-RAY MACHINE
59.	CHC	Jaunpur	Barsathi	X-Ray Machine
60.	CHC	Jaunpur	Dobhi	X-Ray Machine
61.	CHC	Jaunpur	Macchli Shafer	X-Ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
62.	CHC	Jaunpur	Maharajganj	X-Ray Machine
63.	CHC	Jaunpur	Mariyahu	X-Ray Machine
64.	CHC	Jaunpur	Muftiganj	X RAY MACHINE
65.	CHC	Jaunpur	Ramnagar	X-Ray Machine
66.	CHC	Jaunpur	Shahganj	X-Ray Machine
67.	CHC	Mahoba	Charkhari	X-Ray Machine
68.	CHC	Mahoba	Kulpahar	X-Ray Machine
69.	CHC	Mahoba	Panwari	X-Ray Machine
70.	CHC	Mirzapur	Chunar	X-Ray Machine 100 Ma
71.	CHC	Mirzapur	Kachwan	X-Ray Machine 100 Ma
72.	CHC	Mirzapur	Lalganj	X-Ray Machine 100 Ma
73.	CHC	Mirzapur	Madihan	X-Ray Machine 100 Ma
74.	CHC	Mirzapur	Madihan	X-Ray Machine 100 Ma
75.	CHC	Mirzapur	Madihan	X-Ray Machine 100 Ma
76.	CHC	Mirzapur	Rajgarh	X-Ray Machine 100 Ma
77.	CHC	Mirzapur	Vindhyachal	X-Ray Machine 100 Ma
78.	CHC	Mirzapur	Vindhyachal	X-Ray Machine 100 Ma
79.	CHC	Pratapgarh	Amargarh	X Ray
80.	CHC	Pratapgarh	Belakhar Nath	X-Ray Machine
81.	CHC	Pratapgarh	Gajrahi	X-Ray Machine
82.	CHC	Pratapgarh	Gaura	X-Ray
83.	CHC	Pratapgarh	Kalakankar	X Ray
84.	CHC	Pratapgarh	Kohdaur	X Ray
85.	CHC	Pratapgarh	Kohdaur	X Ray Machine
86.	CHC	Pratapgarh	Kunda	X-Ray Machine
87.	CHC	Pratapgarh	Lalganj	X-Ray Machine
88.	CHC	Pratapgarh	Lalganj	X-Ray Machine
89.	CHC	Pratapgarh	Patti	X-Ray Machine
90.	CHC	Pratapgarh	Patti	X-Ray Machine
91.	CHC	Pratapgarh	Raniganj	X Ray
92.	CHC	Pratapgarh	Sandwa Chandrika	X-ray Machine
93.	CHC	Pratapgarh	Sangramgarh	X Ray Machine
94.	CHC	Sonebhadra	Babhni	X Ray Machine
95.	CHC	Sonebhadra	Ghorawal	X-Ray Machine
96.	CHC	Sonebhadra	Nagwan	X-Ray Machine
97.	CHC	Varanasi	Cholapur	X-Ray 100Ma
98.	CHC	Varanasi	Ganga Pur Mangari	X-Ray Machine 100Ma
99.	CHC	Varanasi	Mishir Pur	X Ray Machine
100.	CHC	Varanasi	Viravkot	X-Ray 100Ma

Cluster 04:

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
1.	DH	Azamgarh	District Hospital Male Azamgarh	CT SCAN MACHINE
2.	DH	Ballia	Dh Ballia	X-Ray Machine 100 Ma
3.	DH	Ballia	Dh Ballia	X-Ray Machine 100 Ma
4.	DH	Ballia	Dh Ballia	X-Ray Machine 100Ma
5.	DH	Ballia	Dh Ballia	X-Ray Machine 300 Ma
6.	DH	Ballia	Dh Ballia	X-Ray Machine 300 Ma
7.	DH	Ballia	Dh Ballia	X-Ray Machine 300 Ma
8.	DH	Basti	District Hospital Male Basti	x Ray 100mr
9.	DH	Basti	District Hospital Male Basti	X Ray 325
10.	DH	Gorakhpur	District Hospital	CT SCAN MACHINE
11.	DH	Kushinagar	Kushinagar	CT SCAN MACHINE
12.	DH	Maharajganj	Djh Maharajganj	X-Ray Machine 100Ma
13.	DH	Maharajganj	Djh Maharajganj	X-Ray Machine 300Ma
14.	CHC	Azamgarh	Attrauliyaan	X-Ray Machine
15.	CHC	Azamgarh	Attrauliyaan	X-Ray Machine
16.	CHC	Azamgarh	Bardah	X-Ray Machine
17.	CHC	Azamgarh	CH Tarwa Azamgarh	X-Ray Machine
18.	CHC	Azamgarh	Koyalsa	X-Ray Machine
19.	CHC	Azamgarh	Lalganj	X-Ray Machine
20.	CHC	Azamgarh	Mehnagar	X-Ray Machine
21.	CHC	Azamgarh	Mehnajpur	X-Ray Machine
22.	CHC	Azamgarh	Mubarakpur	X-Ray Machine
23.	CHC	Azamgarh	Phoolpur	X-Ray Machine
24.	CHC	Azamgarh	Phoolpur	X-Ray Machine
25.	CHC	Azamgarh	Phoolpur	X-Ray Machine
26.	CHC	Ballia	Khejuri	X-Ray Machine 100Ma
27.	CHC	Ballia	Nagara	X-Ray Machine 100Ma
28.	CHC	Ballia	Rasada	X-Ray Machine 100Ma
29.	CHC	Ballia	Seeyar	X-Ray Machine 100Ma
30.	CHC	Ballia	Sikandarpur	X-Ray Machine 100Ma

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
31.	CHC	Basti	Harraiya	X Ray
32.	CHC	Deoria	Barahaj	X-Ray Machine
33.	CHC	Deoria	Bathini	X-Ray Machine
34.	CHC	Deoria	Gauri Bazar	X-Ray Machine
35.	CHC	Deoria	Jasuii	X Ray Machine
36.	CHC	Deoria	Lar	X Ray Machine
37.	CHC	Deoria	Rudrapur	X-Ray Machine
38.	CHC	Gorakhpur	Bansgao	X Ray Machine
39.	CHC	Gorakhpur	Bansgao	X Ray Machine
40.	CHC	Gorakhpur	Cahauri Chaura	X Ray Machine
41.	CHC	Gorakhpur	Campierganj	X Ray Machine
42.	CHC	Gorakhpur	Gola	X Ray Machine
43.	CHC	Gorakhpur	Haranahi	X-Ray Machine
44.	CHC	Gorakhpur	Pali	X-Ray Machine
45.	CHC	Gorakhpur	Pipraich	X Ray Machine
46.	CHC	Gorakhpur	Sahjanwa	X Ray Machine
47.	CHC	Gorakhpur	Singhoria	X Ray Machine
48.	CHC	Kushinagar	Dudahi	X-Ray Machine (300Ma)
49.	CHC	Kushinagar	Fazilnagar	X-Ray Machine (100Ma)
50.	CHC	Kushinagar	Fazilnagar	X-Ray Machine (100Ma)
51.	CHC	Kushinagar	Kasia	X-Ray Machine
52.	CHC	Kushinagar	Kasia	X-Ray Machine
53.	CHC	Kushinagar	Kasia	X-Ray Machine
54.	CHC	Kushinagar	Kasia	X-Ray Machine
55.	CHC	Kushinagar	Sevarahi	X-Ray Machine (100Ma)
56.	CHC	Kushinagar	Sevarahi	X-Ray Machine (100Ma)
57.	CHC	Kushinagar	Tamkuhi	X-Ray Machine
58.	CHC	Maharajganj	Bankati Farenda	X-Ray Machine 100Ma
59.	CHC	Maharajganj	Maharajganj	X-Ray Machine
60.	CHC	Maharajganj	Navatanva	X-Ray Machine
61.	CHC	Maharajganj	Navatanva	X-Ray Machine
62.	CHC	Maharajganj	Nichlaul	X-Ray Machine
63.	CHC	Maharajganj	Partawal	X-Ray Machine
64.	CHC	Maharajganj	Ratanpur	X-Ray Machine
65.	CHC	Mau	Fatehpuri Mandao	X-Ray Machine
66.	CHC	Mau	Mohammadabad Gohna	X-Ray Machine
67.	CHC	Sant Kabir Nagar	Khalilabad	X-Ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
68.	CHC	Sant Kabir Nagar	Khalilabad	X-Ray Machine
69.	CHC	Sant Kabir Nagar	Mehdawal	X-Ray Light 100
70.	CHC	Sant Kabir Nagar	Mehdawal	X-Ray Machine
71.	CHC	Siddharthnagar	Bewa	X Ray Machine
72.	CHC	Siddharthnagar	Itwa	X ray machine
73.	CHC	Siddharthnagar	Sohratgarh	X Ray Machine
74.	CHC	Siddharthnagar	Sohratgarh	X Ray Machine
75.	CHC	Siddharthnagar	Uska Bazar	X Ray machine

Cluster 05:

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
1.	DH	Faizabad	District Hospital Faizabad	CT SCAN MACHINE
2.	DH	Gonda	District hospital	CT SCAN MACHINE
3.	DH	Hardoi	Pdt.Ram Dayal Trivedi DH Hardoi	X-Ray Machine
4.	DH	Lucknow	Avanti Devi Mahila Chikitsalay	MAMMOGRAPHY MACHINE
5.	DH	Lucknow	Balrampur Hospital	CT SCAN MACHINE
6.	DH	Lucknow	Dr.Shyama Prasad Mukharji Civil Hospital	CT SCAN MACHINE
7.	DH	Lucknow	Jhalkari Bai Mahila Hospital	MAMMOGRAPHY MACHINE
8.	DH	Lucknow	T B Hospital Thakurganj	X-Ray Machine 100 MA
9.	DH	Lucknow	T B Hospital Thakurganj	X-Ray Machine 300 MA
10.	DH	Raebareli	District Hospital Male	CT SCAN MACHINE
11.	CHC	Ambedkar Nagar	Alapur	X-Ray Machine
12.	CHC	Ambedkar Nagar	Baskhari	X-Ray Machine (300Ma)
13.	CHC	Ambedkar Nagar	Bhianw	X-Ray Machine
14.	CHC	Ambedkar Nagar	Jahagirpur	X-Ray Machine
15.	CHC	Ambedkar Nagar	Katahari	X-Ray Machine (100Ma)

Part I: RFP for Selection of AERB Approved Authorized Service Agency in Diagnostic Radiology as
'Consultants' for Select Locations in Uttar Pradesh

S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
16.	CHC	Amethi	Amethi	X Ray Machine
17.	CHC	Amethi	Amethi	X Ray Machine
18.	CHC	Amethi	Bhadar	X Ray
19.	CHC	Amethi	Gauriganj	X Ray
20.	CHC	Amethi	Jagdishpur	X Ray Machine
21.	CHC	Amethi	Musafirkhana	X Ray
22.	CHC	Amethi	Musafirkhana	X Ray Machine
23.	CHC	Amethi	Salon	X Ray Machine
24.	CHC	Amethi	Tiloi	X-Ray Machine
25.	CHC	Bahraich	Fakharpur	X Ray Machine
26.	CHC	Bahraich	Fakharpur	X Ray Machine
27.	CHC	Bahraich	Kaisarganj	X-Ray Machine
28.	CHC	Bahraich	Nanpara	X-Ray Machine
29.	CHC	Bahraich	Risiya	X-Ray Machine
30.	CHC	Balrampur	Pachpedwa	X Ray
31.	CHC	Balrampur	Pachpedwa	X Ray
32.	CHC	Balrampur	Shivpura(Haraiya)	X Ray
33.	CHC	Balrampur	Sri Dattganj	X Ray
34.	CHC	Balrampur	Sri Dattganj	X Ray
35.	CHC	Balrampur	Tulsipur	X-Ray Machine
36.	CHC	Balrampur	Tulsipur	X-Ray Machine
37.	CHC	Balrampur	Tulsipur	X-Ray Machine
38.	CHC	Barabanki	Fatehpur	X-Ray Machine
39.	CHC	Barabanki	Haidergarh	X-Ray Machine
40.	CHC	Barabanki	Jaidpur	X-Ray Machine
41.	CHC	Barabanki	Jaidpur	X-Ray Machine
42.	CHC	Barabanki	Jaidpur	X-Ray Machine
43.	CHC	Barabanki	Ram Sanehi Ghat	X-Ray Machine
44.	CHC	Barabanki	Sirauli Gauspur	X-Ray Machine
45.	CHC	Barabanki	Suratganj	X-Ray machine
46.	CHC	Barabanki	Tikaitnagar	X-Ray machine
47.	CHC	Faizabad	Bikapur	X-Ray Machine
48.	CHC	Faizabad	Milkipur	X Ray Machine
49.	CHC	Faizabad	Rudauli	X-Ray Machine
50.	CHC	Gonda	Belsar	X-Ray
51.	CHC	Gonda	Bhabhanjot	X Ray
52.	CHC	Gonda	Bishunpur Bairiya	X-Ray
53.	CHC	Gonda	Kajidevar	X-Ray Machine
54.	CHC	Gonda	Karnalganj	X-Ray
55.	CHC	Gonda	Nawabganj	X-Ray
56.	CHC	Gonda	Tarbganj	X-Ray Machine
57.	CHC	Hardoi	Ahirori	X-Ray Machine
58.	CHC	Hardoi	Behandar	X-ray Machine

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
59.	CHC	Hardoi	Bilgram	X-ray Machine
60.	CHC	Hardoi	Hariyawan	X-ray Machine
61.	CHC	Hardoi	Harpalpur	X-ray Machine
62.	CHC	Hardoi	Madhoganj	X-ray Machine
63.	CHC	Hardoi	Pihani	X-ray Machine
64.	CHC	Hardoi	Sandila	X-ray Machine
65.	CHC	Hardoi	Shahabad	X-Ray Machine
66.	CHC	Lakhimpur Kheri	Dhaurahra	X-Ray Machine
67.	CHC	Lakhimpur Kheri	Gola	X-Ray Machine
68.	CHC	Lakhimpur Kheri	Khamariya	X-Ray Machine
69.	CHC	Lakhimpur Kheri	Mohammadi	X-Ray Machine
70.	CHC	Lakhimpur Kheri	Nigasan	X-Ray Machine
71.	CHC	Lakhimpur Kheri	Palia Kalan	X-Ray Machine
72.	CHC	Lakhimpur Kheri	Palia Kalan	X-Ray Machine
73.	CHC	Lakhimpur Kheri	Ramiya Behad	X-Ray Machine
74.	CHC	Lucknow	BBakshi Ka Talab	X-Ray Machine
75.	CHC	Lucknow	Chinhat	X Ray Machine
76.	CHC	Lucknow	Gosaiganj	X Ray Machine
77.	CHC	Lucknow	Itonja	X Ray Machine
78.	CHC	Lucknow	Maal	X Ray Machine
79.	CHC	Lucknow	Malihabad	X Ray Machine
80.	CHC	Lucknow	Mohanlal Ganj	X Ray Machine
81.	CHC	Lucknow	Sarojni Nagar	X Ray Machine
82.	CHC	Raebareli	Bachrawa	X Ray
83.	CHC	Raebareli	Bela Bhela	X Ray
84.	CHC	Raebareli	Dalmau	X Ray
85.	CHC	Raebareli	Jagatpur	X Ray Machine
86.	CHC	Raebareli	Jamo	X Ray
87.	CHC	Raebareli	Khajoor Gaon	X Ray Machine
88.	CHC	Raebareli	Khajoor Gaon	X Ray Machine
89.	CHC	Raebareli	Khiraon	X Ray Machine
90.	CHC	Raebareli	Lalganj	X Ray
91.	CHC	Raebareli	Maharajganj	X Ray
92.	CHC	Raebareli	Shivgadh	X Ray Machine
93.	CHC	Raebareli	Uchahar	X Ray Machine
94.	CHC	Shravasti	Bhinga	X Ray Machine
95.	CHC	Shravasti	Ekona	X Ray

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S. No.	Type of Facility	Name of District	Name of Facility	Equipment Name
96.	CHC	Shravasti	Sirsiya	X Ray Machine
97.	CHC	Shravasti	Sirsiya	X Ray Machine
98.	CHC	Sitapur	Hargaon	X-Ray Machine
99.	CHC	Sitapur	Laharpur	X-Ray Machine
100.	CHC	Sitapur	Mahmoodabad	X Ray Machine
101.	CHC	Sitapur	Misrikh	X-Ray Machine
102.	CHC	Sitapur	Pisawan	X-Ray Machine
103.	CHC	Sitapur	Reusa	X-Ray Machine
104.	CHC	Sitapur	Tambaur	X-Ray Machine
105.	CHC	Sultanpur	Jay Singh Pur	X-Ray Machine
106.	CHC	Sultanpur	Kadi Pur	X-Ray Machine
107.	CHC	Sultanpur	Lambhua	X-Ray Machine
108.	CHC	Sultanpur	Lambhua	X-Ray Machine
109.	CHC	Sultanpur	Lambhua	X-Ray Machine
110.	CHC	Unnao	Nawabganj	X-Ray Machine
111.	CHC	Unnao	Purwa	X-Ray Machine

Appendix B: Bidder's Information

PARTICULARS OF THE BIDDER'S COMPANY

(To be submitted by all bidders)

1. Name:
2. Registered Address:
3. Phone/Fax/Mail id:
4. Type of Organization: OPC/Partnership/Company/Trust/ Not for Profit Organization
5. Copy of the Certificate of Registration from AERB as Authorized Service Agency in Diagnostic Radiology which should remain valid till the term of the Contract.
6. Registration. Nos (as applicable)
 - (a) EPF
 - (b) ESI
 - (c) Sales Tax
 - (d) VAT
 - (e) Service Tax
 - (f) PAN No.
7. Copy of Audited Accounts Statement for past three financial years
8. Copy of Income Tax Return for past three financial years
9. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Name

Place:

Office Seal

Appendix C: Forwarding Letter

(To be submitted by all bidders in their letterhead)

Date:

To
The Mission Director, National Health Mission
19-A Vishal Complex, Vidhan Sabha Marg
Lucknow-226001

Sub: Bid for supply of services under Bid No.....

Dear Sir,

1. We are submitting, herewith our bid for providing Compliance Study, Infrastructure Development for Safety Regulations and Issuance of "License for Operation" for Clusters (....specify Clusters.....) in the State.
2. We are enclosing Receipt No..... or Demand Draft No....., Dated..... (amount) towards Bid cost / fee (if document has been downloaded from website) and FD / BG No..... Dated.....

(Amount.....) towards Earnest Money Deposit (EMD), drawn on..... Bank in favour of **State Health Society, Uttar Pradesh payable at Lucknow.**
3. We agree to accept all the terms and condition stipulated in your Bid enquiry. We also agree to submit Performance Security as per **Section 1.7.5** of Bid Enquiry document.
4. We agree to keep our offer valid for the period stipulated in your Bid enquiry.

Enclosures:

- 1.
- 2.
- 3.

Signature of the Bidder.....

Seal of the Bidder.....

Appendix D: Financial Bid

Terms and conditions of the price offerings:

1. A Single Price needs to be quoted per facility/installation in a Cluster, for performing all the Procedures Specified in the format below (under point no. 5).
2. Bidders quoting conditional pricing or different prices for different procedures will be rejected straight way at the time of opening of the financial bid.
3. The price quoted shall be the Evaluated Total Price, factoring the Cost of performing Compliance Study, Infrastructure Development, and any associated costs related to obtaining AERB certification (License of Operation), along with all the applicable taxes, for each facility/installation.
4. Quote as per the PRICE SCHEDULES provided herein, under point nos. 5 and 7 of this Appendix.
5. **PRICE SCHEDULE: AERB Compliance Study, Infrastructure Development for Safety Regulations and Obtaining of "License for Operation" per facility/installation as per details of locations provided in Appendix A**

Name of the bidder:

Price Schedule:

Cluster	Price per facility/installation under a given Cluster (D)	
	(in Figures)	(In Words)
Cluster 1		
Cluster 2		
Cluster 3		
Cluster 4		
Cluster 5		

Please note for Price Schedule in point no. 5 above, Bidder has to provide an arithmetic sum of amounts by totaling amounts quoted in point no. 6 below (Price Schedule Calculation for arriving at Final Financial Bid values).

6. Price Schedule Calculation for arriving at Final Financial Bid Value for a facility/installation in a Cluster:

S. No.	Description of Cost Heads	Cost (in Rs.)	Applicable Taxes / Duties (in Rs.)	Total (in Rs.)
1	Avg. Cost of Compliance Study per Facility	A1	B1	$C1 = A1 + B1$
2	Cost for Total Infrastructure Development per Installation/ Facility, not inclusive of Civil Work <i>(please read additional requirement to be furnished in Financial Bid's point no. 7 below)</i>	A2	B2	$C2 = A2 + B2$
3	Costs associated with obtaining of "License for Operation" from AERB (ex: liaising or manpower costs)	A3	B3	$C3 = A3 + B3$
Total Price per Installation (D) (in Rs.)				$D = C1 + C2 + C3$

7. **For amount A2** (as per the table under point no. 6 above) = "Cost for Total Infrastructure Development per Installation/ Facility, not inclusive of Civil work", the **Bidder MUST provide** a price quote of the following items as per table below.
The arithmetic sum of the prices of the items under the below table **MUST equal** the value of "Cost for Total Infrastructure Development per Installation/ Facility" = **A2**.

S. No.	Items	Unit Price in Rs. (Exclusive of taxes)
1.	Cost of Lead Apron gown	
2.	Cost Warning Lights	
3.	Cost Lead Lining for Doors as per AERB Regulations	
4.	Cost of installation of Lead Glass as per AERB Regulations	
5.	Cost Protective (Mobile) Barriers with Viewing Glass for Healthcare Workers	
6.	Cost of Chest Stand	
7.	Cost of Signage for Display of Radiation Hazard	
8.	Cost of conducting Quality Assurance Test and Calibration for X-ray machines	
9.	Cost of conducting Quality Assurance Test and Calibration for CT Scan Machines	
10.	Cost of conducting Quality Assurance Test and Calibration for Mammography machines	
11.	Avg. cost of labour / manpower to perform upgradation work with respect to all the above listed items, at a facility / installation <i>The cost here should only cover the effort made in the acquisition and installation of the above items</i>	
GROSS TOTAL (in Rs.) =		A2

Please Note: Cost of Civil work items and services are not included here as they would be performed and paid for on actuals, as per applicable UP-PwD rates.

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory

Appendix E: Proformas for Bank Guarantee for EMD and Performance Security

Format for Bank Guarantee for Earnest Money Deposit (EMD)

[To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank]

Whereas (hereinafter called the "Bidder") has submitted their offer datedfor the supply of(hereinafter called the "Bid") against Nodal Authority's Bid enquiry number

KNOW BY ALL MEN by these presents that WEofhaving registered office at are bound unto(hereinafter called the "Nodal Authority") in the sum offor which payment will and truly to be made to the said Nodal Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with Common Seal of the said bank thisday of20....

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Nodal Authority during the period of its validity
 - a. Fails to furnish the performance security for the due performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

We undertake to pay the Nodal Authority up to the above amount upon receipt of its first written demand, without the Nodal Authority having to substantiate its demand, provided that in the demand the Nodal Authority will note that amount claimed by it is due to its owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 30 (thirty) days after the period of Bid validity and any demand in respect of should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank/Branch

Format for Bank Guarantee for Performance Security

[To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank]

To,

The Governor of Uttar Pradesh

WHEREAS
(Name and Address of the Consultant) (hereinafter called "the Supplier") has undertaken , in pursuance of contract numberdated.....to supply (description of goods or services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.;

AND WEHERAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you , on behalf of the supplier , up to a total of(amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument , any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract to be performed there under or of any of contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change addition or modification.

The guarantee shall be valid until theday of, 20....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank/Branch

Appendix F: Declaration by the Bidder

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

1. I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.
2. The undersigned hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s_____nor any of its directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s_____nor any of its directors/ President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a. Our Company/Society/Trust has not been punished for any offence and/or
 - b. The Director/President/Chairman/Trustee/Partner of our Company/Society/Trust LLP/Partnership Firm.....has/has neither been convicted of any offence nor is/are any criminal case pending before any Competent Court.
 - c. We not have been found guilty and are not found to be involved in any pending /ongoing CBI Litigations.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
 - a. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Mission Director, National Health Mission, Uttar Pradesh
 - b. I / We agree that we shall keep our price valid for a period of 180 DAYS (One hundred and eighty days) from the date of opening of the bid. I / We will abide by all the terms & conditions set forth in the Bid documents No. /

Signed by an authorized Officer of the Lead Bidder:

Title of Officer:

Name of Company/Society/Trust LLP/Partnership/Proprietorship Firm:

Date:

Appendix G: List of Clusters interested in Bidding For

Name of the bidder:

Cluster	Indicate with YES / NO for the Cluster for which Bid is being placed
Cluster 1	
Cluster 2	
Cluster 3	
Cluster 4	
Cluster 5	

Signature of the Authorized Signatory

Name and Designation of the Authorized Signatory

