



**REQUEST FOR QUALIFICATION (RFQ) cum REQUEST FOR  
PROPOSAL (RFP) BID DOCUMENT**

**2<sup>ND</sup> CORRIGENDUM OF  
SELECTION OF CT SCAN SERVICE PROVIDERS FOR  
SELECT LOCATIONS IN UTTAR PRADESH (Category 1)**

**Issue Date: 05/11/2016**

**Bid Reference No.: SPMU/NHM/Procure/CT Scan/2016-17/27/01A**

**National Health Mission, Uttar Pradesh  
Mission Director, NHM-UP**

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*05<sup>th</sup> November, 2016*

A second Corrigendum (2<sup>ND</sup> Corrigendum) is being issued for tender “SELECTION OF CT SCAN SERVICE PROVIDERS FOR SELECT LOCATIONS IN UTTAR PRADESH (Category 1)” having Bid Reference No. SPMU/NHM/Procure/CT Scan/2016-17/27/01A, for which the Revised RFP was published for re-tendering on 20/10/2016 on NHM website <http://upnrhm.gov.in>. The first (1st) Corrigendum to this tender was published on 22/10/2016 on NHM website <http://upnrhm.gov.in>.

The ‘2<sup>ND</sup> Corrigendum’ to the Revised RFP has been published on 05/11/2016 on NHM website <http://upnrhm.gov.in> and contains the following modifications to the tender document:

#	Clause Title	Clause Ref. No.	Existing Clause			Revised Clause		
			S. No.	Description	Schedule	S. No.	Description	Schedule
1.	Part I – Notice Inviting Bid and Bid Data Sheet	1.2	5.	Bid Submission date and time	10/11/2016 at 11 a.m.	5.	Bid Submission date and time	21/11/2016 at 11 a.m.
			6.	Time, date and venue of opening of Technical Bid	10/11/2016 at 3 p.m. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow	6.	Time, date and venue of opening of Technical Bid	21/11/2016 at 3 p.m. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow
			1.8.2.4 The Service Provider will not serve Private patients (those not referred by the District Hospital or a Government Hospital of that District) at the said CT Scan centre within District Hospital premises. Penalty specified under Clause 1.8.3 would be applicable on this.			1.8.2.4 The Service Provider will not serve Private patients (those not referred by the District Hospital or a Government Hospital of that District) at the said CT Scan centre within District Hospital premises. Penalty specified under Clause 1.8.3 would be applicable on this.  a) All referral cases from the District Hospitals, Sub District Hospitals, Community Health Centres, Public Health Centres and any other Government Health centre within the District, shall come to the Service Provider as per existing laws. Furthermore the Authority shall not setup a competitive facility in the same hospital, as long as the patient volume is handled by the Service Provider. In the event, a Committee, in which Service Provider shall		
2.	Part I – Scope of Work: Work Description	1.8.2.4	1.8.2.4 The Service Provider will not serve Private patients (those not referred by the District Hospital or a Government Hospital of that District) at the said CT Scan centre within District Hospital premises. Penalty specified under Clause 1.8.3 would be applicable on this.			1.8.2.4 The Service Provider will not serve Private patients (those not referred by the District Hospital or a Government Hospital of that District) at the said CT Scan centre within District Hospital premises. Penalty specified under Clause 1.8.3 would be applicable on this.  a) All referral cases from the District Hospitals, Sub District Hospitals, Community Health Centres, Public Health Centres and any other Government Health centre within the District, shall come to the Service Provider as per existing laws. Furthermore the Authority shall not setup a competitive facility in the same hospital, as long as the patient volume is handled by the Service Provider. In the event, a Committee, in which Service Provider shall		

				have a representation, determines that the existing capacity at the CT Scan Centre is not sufficient to handle patient volume, and the Authority decides to issue a tender for the setting up of another CT Scan Centre in the DH, the incumbent Service Provider can participate in that tender. And, in case the incumbent Service Provider is not the L1 bidder then he shall have first right of refusal.
3.	Part 1 – Scope of Work: Work Description - Copy of Reports and Scan Images	1.8.2.5.3	The Service Provider shall be responsible for accuracy of test reports. Service Provider will be liable for any casualty/legal implication due to wrong diagnosis of the patient basis inaccuracy in the test report of the patient.	The Service Provider shall be responsible for accuracy of test reports. If the CT Scan Reports / Images provided by the Service Provider are found to be inaccurate, which results in a legal proceeding, then the law shall take its own course.
4.	Part I – Instruction to Bidders: Scope of Work – Work Description – Copy of Reports and Scan Images	1.8.2.5.1.3 [New clause]	N/A	The Service Provider shall ensure that CT Scans of all patients are completed within the same day of patient registration.
5.	Part 1 – Scope of Work: Work Description – Service and Operations & Management Requirements	1.8.3.7	Service Provider shall handover the softcopy of the images for MLC cases to the authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the Service Provider.	In case of Medico Legal Cases (MLC) the Service Provider shall handover the hard copy of the report and images to the CMS. The CMS shall be responsible for representation in a court of law or as per the directions of the court. Legal responsibility of correct CT Scans and images remains with the Service Provider.
6.	Part 1 – Payment Terms	1.9.4	Annual Price Revisions: CGHS Delhi-NCR Circle, 2014 rates for NABL investigations would only be a Bid parameter for initial Financial bid evaluation. Revisions of CGHS Delhi-NCR Circle, 2014 rates for NABL investigations will not be considered further on. Price revisions as annual increment of 6.9%, in line with estimated rate of inflation of Wholesale Price Index (WPI), will be applied on the Price Quoted by the bidder. For new CGHS investigations/procedures added at	Price Revisions: Any revision of CGHS Delhi-NCR Circle rates for NABL investigations, will be applicable one month after the revision. The discount % quoted by the Bidder shall remain applicable on the revised CGHS Delhi-NCR Circle rates for NABL investigations, throughout the tenure of the Contract.

			any point in time to the List of Investigations provided under Clause 1.8.2 of this RFP, during the execution of the Contract, the same discount rate as quoted by the bidder in the Financial bid would be applicable on the prices / rates published alongside those investigations/procedures, and the annual price revisions/increments would apply on these discounted prices.	
7.	Part 1 – Payment Terms	1.9.5 [New clause]	N/A	For any reason, other than those attributable to the Service Provider, if the Authority fails to pay the invoices within the stipulated payment period of 30 days, without assigning any reason or giving advance communication of delay in payment, then in that case the Authority shall be liable to pay interest @ SBI PLR per annum for the period of delay for such amount.
8.	Part 1 – Termination of Bid / Bid Process	1.13.1.2	Failure to follow Standard Operating Procedures (SOPs) for performing the CT scans, when planning the set up the CT Scan center.	[DELETED]
9.	Part 1 – Termination of Bid / Bid Process	1.13.1.3	Non-compliance to minimum essential standards for CT Scan Centers as per the Clinical Establishment Act Standards [Medical Imaging Services (Diagnostic Centers) – Standard No. CEA/MIS-028] as applicable to CT Scan Services.	[DELETED]
10.	Part 1 – Termination of Bid / Bid Process	1.13.1.4	Criminal Indictment and excess and/or forged billing to the Nodal Authority/ Paying Authority	[DELETED]
11.	Part 1 – Termination of Bid / Bid Process	1.13.1.6	Failure to commence the services even after reaching the maximum Liquidated Damages, which is equal to the Performance Security amount	[DELETED]
12.	Part 1 – Appendix F: Financial Bid	Appendix F: Point No.4	While CGHS Delhi-NCR Circle, 2014 rates for NABL investigations would be a Bid parameter for initial Financial bid evaluation, any revisions of CGHS Delhi-NCR Circle, 2014 rates for NABL investigations will not be considered further on. Price revisions as annual increment of 6.9%, in line with estimated rate of inflation of Wholesale Price Index (WPI), will be applied on the Price Quoted by the	Price Revisions: Any revision of CGHS Delhi-NCR Circle rates for NABL investigations, will be applicable one month after the revision. The discount % quoted by the Bidder shall remain applicable on the revised CGHS Delhi-NCR Circle rates for NABL investigations, throughout the tenure of the Contract.

			bidder. For new CGHS investigations/procedures added at any point in time to the List of Investigations provided under Clause 1.8.2 of this RFP, during the execution of the Contract, the same discount rate as quoted by the bidder in the Financial bid would be applicable on the prices / rates published alongside those investigations/procedures, and the annual price revisions/increments would apply on these discounted prices.	
13.	Part 2 - ARTICLE 2: SCOPE OF THE PROJECT – Scope of Work	2.1.1.4	The Service Provider will not serve Private patients (those not referred by the District Hospital or a Government Hospital of that District) at the said CT Scan centre within District Hospital premises. Penalty specified under Schedule C would be applicable on this.	The Service Provider will not serve Private patients (those not referred by the District Hospital or a Government Hospital of that District) at the said CT Scan centre within District Hospital premises. Penalty specified under Schedule C would be applicable on this.  a) All referral cases from the District Hospitals, Sub District Hospitals, Community Health Centres, Public Health Centres and any other Government Health centre within the District, shall come to the Service Provider as per existing laws. Furthermore the Authority shall not setup a competitive facility in the same hospital, as long as the patient volume is handled by the Service Provider. In the event, a Committee in which Service Provider shall have a representation, determines that the existing capacity at the CT Scan Centre is not sufficient to handle patient volume then the Authority shall issue a tender for the setting up of another CT Scan Centre in which the service provider can participate. In case the incumbent Service Provider is not the L1 bidder then he shall have first right of refusal.
14.	Part I – Instruction to Bidders: Scope of	2.1.1.5.1.c [New clause]	N/A	The Service Provider shall ensure that CT Scans of all patients are completed within the same day of patient

	Work – Work Description			registration.
15.	Part 2 – ARTICLE 2: SCOPE OF THE PROJECT: Scope of Work	2.1.1.5.4	The Service Provider shall be responsible for accuracy of test reports. Service Provider will be liable for any casualty due to wrong diagnosis of the patient basis inaccuracy in the test report of the patient.	The Service Provider shall be responsible for accuracy of test reports. If the CT Scan Reports/Images provided by the Service Provider are found to be inaccurate, and a case is registered by the patient, then the law shall take its own course.
16.	Part 2 – Article 5: RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER – Obligations of the Service Provider	5.1.5.(e)	Not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, after the Commissioning Date, hereby granted or on the whole or any part of the Equipment nor transfer, lease or part possession thereof.	Assign, transfer or sublet or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Equipment or transfer, lease or part possession thereof, only after prior consent/ approval of the Authority.
17.	Part 2 – ARTICLE 13: PERIODICITY AND METHODOLOGY OF PAYMENT	Article 13 – Clause 13.3	Annual Price Revisions: CGHS Delhi-NCR Circle, 2014 rates for NABL investigations would only be a Bid parameter for initial Financial bid evaluation. Revisions of CGHS Delhi-NCR Circle, 2014 rates for NABL investigations will not be considered further on. Price revisions as annual increment of 6.9%, in line with estimated rate of inflation of Wholesale Price Index (WPI), will be applied on the Price Quoted by the bidder. For new CGHS investigations/procedures added at any point in time to the List of Investigations provided under Clause 1.8.2 of this RFP, during the execution of the Contract, the same discount rate as quoted by the bidder in the Financial bid would be applicable on the prices / rates published alongside those investigations/procedures, and the annual price revisions/increments would apply on these discounted prices.	Price Revisions: Any revision of CGHS Delhi-NCR Circle rates for NABL investigations, will be applicable one month after the revision. The discount % quoted by the Bidder shall remain applicable on the revised CGHS Delhi-NCR Circle rates for NABL investigations, throughout the tenure of the Contract.
18.	Part 2 – ARTICLE 13: PERIODICITY AND METHODOLOGY	13.4 [New clause]	N/A	For any reason, other than those attributable to the Service Provider, if the Authority fails to pay the invoices within the stipulated payment period of 30 days, without assigning any reason or giving advance

	OF PAYMENT			communication of delay in payment, then in that case the Authority shall be liable to pay interest @ SBI PLR per annum for the period of delay for such amount.
19.	Part 2 - ARTICLE 26: COMPENSATION UPON TERMINATION: Delayed Payment of Compensation	26.1.8	If for any reasons, other than those attributable to the Service Provider, the Authority fails to pay the compensation on the date of end of Contract or completion of Contract Agreement period, the Authority shall be liable to pay interest@ SBI PLR plus 2% (two percent) per annum thereon from the date of end of Contract or completion of Contract Agreement period till payment thereof. Provided, nothing contained in this Article shall be deemed to authorise any delay in payment of compensation in accordance with this Agreement.	If for any reasons, other than those attributable to the Service Provider, the Authority fails to pay the compensation on the date of end of Contract or completion of Contract Agreement period, the Authority shall be liable to pay interest@ SBI PLR per annum thereon from the date of end of Contract or completion of Contract Agreement period till payment thereof. Provided, nothing contained in this Article shall be deemed to authorize any delay in payment of compensation in accordance with this Agreement.
20.	Part 2 – Article 27: MISCELLANEOUS	Article 27 <i>(Remarks: Only clause indexing was updated)</i>	<p>26.1 Governing law and jurisdiction</p> <p>This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 25.3, the courts at Lucknow, Uttar Pradesh shall have jurisdiction over matters arising out of or relating to this Agreement.</p> <p>26.2 Waiver of immunity</p> <p>Each Party unconditionally and irrevocably:</p> <p>(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;</p> <p>(b) agrees that, should any proceedings be brought against it</p>	<p>27.1 Governing law and jurisdiction</p> <p>This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Clause 25.3, the courts at Lucknow, Uttar Pradesh shall have jurisdiction over matters arising out of or relating to this Agreement.</p> <p>27.2 Waiver of immunity</p> <p>Each Party unconditionally and irrevocably:</p> <p>(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;</p> <p>(b) agrees that, should any proceedings be brought against it</p>

			<p>or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;</p> <p>(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and</p> <p>(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).</p> <p>26.3 Depreciation</p> <p>For the purposes of depreciation under the Applicable Laws, the Equipment</p>	<p>or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;</p> <p>(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and</p> <p>(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).</p> <p>27.3 Depreciation</p> <p>For the purposes of depreciation under the Applicable Laws, the Equipment</p>
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			<p>representing the capital investment made by the Service Provider in the Project shall be owned by the Service Provider. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Service Provider under the Applicable Laws.</p> <p>26.4 Delayed payments</p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 45 (forty five) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, save and except otherwise expressly provided in this Agreement, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 1% (one per cent) per month of delay, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.</p> <p>26.5 Waiver</p> <p>26.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement :-</p>	<p>representing the capital investment made by the Service Provider in the Project shall be owned by the Service Provider. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Service Provider under the Applicable Laws.</p> <p>27.4 Delayed payments</p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 45 (forty five) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, save and except otherwise expressly provided in this Agreement, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 1% (one per cent) per month of delay, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.</p> <p>27.5 Waiver</p> <p>27.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement :-</p>
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			<p>(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;</p> <p>(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and</p> <p>(c) shall not affect the validity or enforceability of this Agreement in any manner.</p> <p>26.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.</p> <p>26.6 Liability for review of Documents and Drawings</p> <p>Except to the extent expressly provided in this Agreement:</p> <p>(a) no review, comment or approval by the Authority of any Project Agreement, Document, Design or Drawing submitted by the Service</p>	<p>(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;</p> <p>(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and</p> <p>(c) shall not affect the validity or enforceability of this Agreement in any manner.</p> <p>27.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.</p> <p>27.6 Liability for review of Documents and Drawings</p> <p>Except to the extent expressly provided in this Agreement:</p> <p>(a) no review, comment or approval by the Authority of any Project Agreement, Document, Design or Drawing submitted by the Service</p>
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			<p>Provider nor any observation or inspection of the operation or maintenance of the Equipment nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Service Provider from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and</p> <p>(b) the Authority shall not be liable to the Service Provider by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.</p> <p>26.7 Exclusion of implied warranties etc.</p> <p>This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.</p> <p>26.8 Survival</p> <p>26.8.1 Termination shall:</p> <p>(a) not relieve the Service Provider or the Authority as the case may be, of any obligations hereunder which expressly or by implication</p>	<p>Provider nor any observation or inspection of the operation or maintenance of the Equipment nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Service Provider from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and</p> <p>(b) the Authority shall not be liable to the Service Provider by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.</p> <p>27.7 Exclusion of implied warranties etc.</p> <p>This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.</p> <p>27.8 Survival</p> <p>27.8.1 Termination shall:</p> <p>(a) not relieve the Service Provider or the Authority as the case may be, of any obligations hereunder which expressly or by implication</p>
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			<p style="text-align: center;">survive Termination hereof; and</p> <p>(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.</p> <p>26.9 Entire Agreement</p> <p>This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.</p> <p>26.10 Severability</p> <p>If for any reason whatever, any provision of this Agreement is or becomes invalid,</p>	<p style="text-align: center;">survive Termination hereof; and</p> <p>(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.</p> <p>27.9 Entire Agreement</p> <p>This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.</p> <p>27.10 Severability</p> <p>If for any reason whatever, any provision of this Agreement is or becomes invalid,</p>
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			<p>illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.</p> <p>26.11 No partnership</p> <p>This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.</p> <p>26.12 Third Parties</p> <p>This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be</p>	<p>illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.</p> <p>27.11 No partnership</p> <p>This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.</p> <p>27.12 Third Parties</p> <p>This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be</p>
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			<p>construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.</p> <p>26.13 Successors and Assigns</p> <p>This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.</p> <p>26.14 Notices</p> <p>Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:</p> <p>(a) in the case of the Service Provider, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Service Provider may from time to</p>	<p>construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.</p> <p>27.13 Successors and Assigns</p> <p>This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.</p> <p>27.14 Notices</p> <p>Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:</p> <p>(a) in the case of the Service Provider, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Service Provider may from time to</p>
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			<p>time designate by notice to the Authority;</p> <p>(b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in Delhi it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and</p> <p>(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.</p> <p>26.15 Language</p> <p>All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.</p> <p>26.16 Counterparts</p>	<p>time designate by notice to the Authority;</p> <p>(b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in Delhi it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and</p> <p>(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.</p> <p>27.15 Language</p> <p>All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.</p> <p>27.16 Counterparts</p>
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			This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.	This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.
21.	Part 2 - Schedule A: NAMES OF DISTRICTS WHERE CT SCAN FACILITIES AND SERVICES NEED TO BE PROVISIONED	Schedule A (For data sheets under Schedule A in RFP Part II, please refer data available under Appendix A in RFP Part I)	As per Schedule A of RFP Part II – Draft Contract Agreement	Refer data as under Appendix A of RFP Part I – Instructions to Bidders, on the revised RFP published on 20/10/2016.  (Remark: Data sheets under Schedule A in RFP Part II have been re-referenced to refer to the right data available under Appendix A in RFP Part I)
22.	Part 2 - Schedule C: SERVICE AND OPERATIONS & MAINTENANCE REQUIREMENTS	Schedule C – Point No. 8	Service Provider shall handover the softcopy of the images for MLC cases to the Authority as per agreement with the state. Legal responsibility of correct reporting of images lies with the Service Provider.	In case of Medico Legal Cases (MLC) the Service Provider shall handover the hard copy of the report and images to the CMS. The CMS shall be responsible for representation in a court of law or as per the directions of the court. Legal responsibility of correct CT Scans and images remains with the Service Provider.