



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

**CORRIGENDUM OF
SELECTION OF MRI SCAN SERVICE PROVIDERS FOR
SELECT LOCATIONS IN UTTAR PRADESH**

Issue Date: 05/11/2016

RFP Reference No.: SPMU/NHM/PROCURE/MRI/2016-17/33

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

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05th November, 2016

A Corrigendum is being issued for tender “SELECTION OF MRI SCAN SERVICE PROVIDERS FOR SELECT LOCATIONS IN UTTAR PRADESH” having RFP Reference No. SPMU/NHM/PROCURE/MRI/2016-17/33, first published on 04/10/2016 on NHM website <http://upnrhm.gov.in>.

The Corrigendum to the RFP published on 05/11/2016 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	7.	Bid Submission date and time	11/11/2016 at 11 a.m.	7.	Bid Submission date and time	21/11/2016 at 11 a.m.
			8.	Time, date and venue of opening of Technical Bid	11/11/2016 at 3 p.m. at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow	8.	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
2.	Part I – Background Information – Basic Information	1.4.1	a) Nodal Authority invites responses (“Bids”) to this Request for Qualification & Request for Proposal (“RFP”) from Service Providers (“Bidders”) providing MRI Scan Services for the: <ul style="list-style-type: none"> i. Provisioning of Space, MRI Scanner and Associated Equipment, ii. Installation, commissioning and maintenance of MRI Scan Centre including MRI Scanner and all Associated Equipment, iii. Operations and Management of MRI Scan Services with skilled and unskilled manpower 			a) Nodal Authority invites responses (“Bids”) to this Request for Qualification & Request for Proposal (“RFP”) from Service Providers (“Bidders”) providing MRI Scan Services for the: <ul style="list-style-type: none"> i. Provisioning of MRI Scanner and Associated Equipment, ii. Installation, commissioning and maintenance of MRI Scan Centre including MRI Scanner and all Associated Equipment, iii. Operations and Management of MRI Scan Services with skilled and unskilled manpower 		
3.	Part I – Instruction to Bidders – Key Requirements of the Bid	1.5.4.3.2.3	Confirmation regarding furnishing Performance Security in case of Award of Contract			[Deleted]		

4.	Part I – Instruction to Bidders – Key Requirements of the Bid	1.5.4.3.2.4	Original bid document duly stamped and signed in each page along with the Forwarding Letter confirming performing the assignment as per “Appendix E	Original technical and financial bid documents duly stamped and signed in each page along with the Forwarding Letter confirming performing the assignment as per “Appendix E”.
5.	Part I – Instruction to Bidders – Key Requirements of the Bid	1.5.4.3.2.5.2	Copy of Audited Accounts Statement for the last three (3) Financial Years.	Copy of Audited Accounts Statement for the last three (3) Financial Years, along with Auditor or CA certification stating the turnover from Radiology services
6.	Part I – Instruction to Bidders – Key Requirements of the Bid	1.5.4.3.2.5.3	Power of Attorney in favor of signatory to bid documents and signatory to Manufacturer’s Authorization letter (as per Appendix B).	Power of Attorney in favor of signatory to the bid documents, per a Board Resolution or applicable provisions under Articles of Memorandum and Association.
7.	Part I – Instruction to Bidders – Key Requirements of the Bid	1.5.4.3.2.5.4	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.	Copy of the certificate of registration of CST, VAT, EPF, ESI and Service Tax (as applicable) with the appropriate Authority, valid as on date of submission of bid documents. If bidder is exempted from any such registration requirement, please provide an Authorized Person signed Declaration with reasoning for the same on Company Letterhead.
8.	Part I – Instruction to Bidders – Evaluation Process	1.5.5.9.1	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 Bid Evaluation 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.	The Bids submitted up to on or before stipulated date and time, as indicated in Bid Data Sheet, will be opened at 19-A, Vidhan Sabha Marg, Om Kailash Tower, Lucknow as per date and time indicated in Bid Data Sheet, 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.
9.	Part I – Instruction to Bidders – Evaluation Process	1.5.5.10.1	The bids shall remain valid for acceptance for 180 days from the date of opening of bids and the Contract will	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 07 (seven) Years. The contract may be extended for another term of 03 (Three) Years based on review of performance and with mutual consent.	be valid for duration of 10 (ten) Years. The contract may be extended for another term of 02 (Two) Years based on review of performance and condition of MRI Machine and with mutual consent.
10.	Part I – Instruction to Bidders – Evaluation Process	1.5.5.10.2	If Service Provider used an MRI Machine which was less than 3 years’ old at the start of the Contract Period, then the renewal of the Contract is subject to Service Provider replacing the machines which have completed 10 years of operational life by reinstalling a new or less than 3 (three) years’ old MRI Scanner	[Deleted]
11.	Part I – Instruction to Bidders – Evaluation Process	1.5.5.11.3.3	Submission of cumulative Turnover requirements documents.	Submission of all Turnover requirement documents.
12.	Part I – Criteria for Evaluation – Technical Qualification Criteria	1.6.1.1	<p>Minimum average turnover of the bidder during the last three financial years, for each bid, has to be as indicated below:</p> <ul style="list-style-type: none"> • Cluster 1: Rs 3.98 crores • Cluster 2: Rs 3.18 crores • Cluster 3: Rs 3.98 crores • Cluster 4: Rs 3.18 crores <p>For Districts, the minimum average turnover of the bidder during the last three financial years, for each bid, should be 79.6 Lakhs for each District.</p>	<p>Minimum average turnover of the bidder during the last three financial years, for each bid, has to be as indicated below:</p> <ul style="list-style-type: none"> • Cluster 1: Rs 3.98 crores • Cluster 2: Rs 3.18 crores • Cluster 3: Rs 3.98 crores • Cluster 4: Rs 3.18 crores <p>For Districts, the minimum average turnover of the bidder during the last three financial years, for each bid, should be 79.6 Lakhs for each District.</p> <p>In case of a Consortium, average turnover of last three years, of the principal bidder, shall be more than or equal to the turnover requirement indicated above.</p>
13.	Part I – Criteria for Evaluation – Technical Qualification Criteria	1.6.1.2	If a bidder opts to bid for more than one cluster or district, then its turnover must be more than or equal to the arithmetic sum of the average turnover required for the corresponding clusters or districts.	If a bidder opts to bid for more than one cluster or district, then its turnover must be more than or equal to the arithmetic sum of the average turnover required for the corresponding clusters or districts. In case of a

				Consortium the principle bidder should fulfil the above criteria.
14.	Part I – Criteria for Evaluation – Technical Qualification Criteria	1.6.1.3	50% of Average annual turnover during last three financial years should be from Radiology services. In case of a consortium, the principal bidder shall have an Average minimum turnover as specified in Clause 1.6.1.1 in last three financial years, and 50% of this average annual Turnover should be revenue from Radiology services	For a single Bidder, 50% of the average annual turnover requirement for the district(s) / cluster(s), during the last three financial years, should be from Radiology services. In case of a Consortium, the principal bidder’s average annual turnover, during the last three financial years, from Radiology Services shall be more than or equal to, 50% of the average annual turnover requirement for the district(s) / cluster(s). For example a bidder is bidding for Cluster 1 which has a turnover requirement of 3.98 Crores, then the average annual turnover of Bidder, during last three financial years, from Radiology Services should be $(50% * 3.98) = 1.99$ Crores. In case of Consortium the Principal Bidder should fulfil this criteria.
15.	Part I – Appointment of Successful Bidder – 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 favor 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 G” 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.	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 favor of State Health Society, Uttar Pradesh, payable at Lucknow, for an amount as specified in the Bid Data Sheet. The Bank Guarantee shall be as per proforma at “Appendix G” 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.

16.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.2.1	The Service Provider arranges for a space for MRI Scan Centre at its own cost within the Municipality Limits of the District, and within a distance of 3 Km from the respective District Hospital. The Service Provider shall make complete arrangements (including procurement of 1.5 Tesla 16 Radiofrequency Channel MRI Scanner machine) with compliance of Clinical Establishment Act Standards for Medical Imaging Standard No. CEA/MIS – 028 to make the MRI Scan Centre operational. (Declaration for same needs to be submitted).	The Service Provider will be provided a free-of-cost space for MRI Scan Centre by the Paying / Implementing Authority within the District Hospital premises. The Paying/Implementing Authority will also provide power supply connection with a separate billing meter. Service Provider will be responsible for paying the electricity bills. There would also be a dedicated adjacent space for setting up a DG Set/Generator as power back up. The Service Provider shall make the space provided for DG Set/Generator compliant to all applicable guidelines stipulated by State or Central Government. The Service Provider shall make arrangements for procurement of 1.5 Tesla 16 Radiofrequency Channel MRI Scanner machine) with compliance of Clinical Establishment Act Standards for Medical Imaging Standard No. CEA/MIS – 028 to make the MRI Scan Centre operational. (Declaration for same needs to be submitted).
17.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.2.1.1	The MRI Scan Machine should not be more than 3-years-old or refurbished. The Service Provider should submit the following documents along with the bid: An Installation certificate of existing MRI Scanner or Declaration that a new MRI Scanner will be installed.	The MRI Scan Machine should be brand new and should not be refurbished. The Service Provider should submit the following documents along with the bid: Declaration that a new MRI Scanner will be installed.
18.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.2.2	Alternatively, the Service Provider can tie up with an already existing MRI Scan Centre near the hospital and make it operational as per the specifications of the machine (1.5 Tesla 16 Radiofrequency Channel MRI machine) and terms & conditions laid down in this contract.	[Deleted]
19.	Part I – Instruction to Bidders: Scope	1.8.2.4.1	The Service Provider shall submit hard and soft copies of the report and images to the District Hospital within	The Service Provider shall provide hard copy of the report to the patient, if required by the patient, without

	of Work – Work Description		<p>the stipulated time mentioned below after successful uploading of image within 45 minutes (which would be simultaneously viewed at the District Hospital as well as in the main console of the MRI Scan Centre):</p> <p>1.8.2.4.1.1 All cases declared as urgent by the Central Medical Superintendent (CMS) within 4 (four) hours.</p> <p>1.8.2.4.1.2 All routine Scans from 8 a.m. to 6 p.m. before 10:00 AM on the following day</p>	<p>any charge for BPL Patients and for APL Patients, at an additional charge of Rs. 150 for the entire set of films. Furthermore the Service Provider shall furnish soft copy of the report and images to the District Hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes of completion of MRI Scan (which would be simultaneously viewed at the District Hospital as well as in the main console of the MRI Scan Centre):</p> <p>1.8.2.4.1.1 All cases declared as urgent by the Chief Medical Superintendent (CMS) within 4 (four) hours of completion of MRI Scan.</p> <p>1.8.2.4.1.2 All routine scans from 8:00 AM to 6:00 PM, the report shall be submitted before 12:00 PM (noon) on the following day.</p> <p>1.8.2.4.1.3 The Service Provider shall ensure that MRI Scans of all patients are completed within the same day of patient registration.</p>
20.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.2.4.3	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 MRI 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.
21.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.2.5	The Service Provider shall also ensure, at its own cost, an IT enabled work station and software at the Radiology department of the 18 District Hospitals. Furthermore, in certain districts, additional District Hospitals will also be equipped with the IT work station and software. The complete list of District Hospitals where the IT enabled workstation will be installed is given in “Appendix J”	The Service Provider shall also ensure, at its own cost, IT enabled Viewing Station, connected to a server, having PACS software, to view the images and reports at the Radiology department of the 18 District Hospitals. Furthermore, in certain districts, additional District Hospitals will also be equipped with IT enabled Viewing Station, connected to a server, having PACS software, to view the images and reports. The complete list of District Hospitals where the IT enabled workstation will be installed is given in “Appendix J”.
22.	Part I – Instruction to Bidders: Scope of Work – Work	1.8.2.15	[No Existing Clause]	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 MRI

	Description			Scan centre within District Hospital premises. The Service Provider would have to pay a Penalty of Rs. 10,000 for every instance of being found that it has served a Private patient.
23.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.2.15.1	[No Existing Clause]	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 MRI Scan Centre is not sufficient to handle patient volume, and the Authority decides to issue a tender for the setting up of another MRI 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.
24.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.2.1	For single District bids, the Service Provider shall commission the MRI Scan Centres within 60 days of the day of signing of the contract by both parties.	For single District bids, the Service Provider shall commission the MRI Scan Centres within 120 days of the day of signing of the contract by both parties.
25.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.2.2	In case of multiple district bids or Cluster bids, the Service Provider shall commission the MRI Scan Centres for the cluster in two phases applicable from the day of signing of the contract by both parties. 1.8.3.2.2.1 Phase 1: Commissioning of 50% of the MRI Scan Centres in the cluster within 60 days from the day of signing of the contract by both parties. 1.8.3.2.2.2 Phase 2: Commissioning of remaining 50% MRI Scan Centres in the cluster within 120 days from the day of signing of	In case of multiple district bids or Cluster bids, the Service Provider shall commission the MRI Scan Centres for the cluster in two phases applicable from the day of signing of the contract by both parties. 1.8.3.2.2.1 Phase 1: Commissioning of 50% of the MRI Scan Centres in the cluster within 120 days from the day of signing of the contract by both parties. 1.8.3.2.2.2 Phase 2: Commissioning of remaining 50% MRI Scan Centres in the cluster within 180 days from the day of signing of

			the contract by both parties.	the contract by both parties.
26.	Part I – Instruction to Bidders: Scope of Work – Work Description	1.8.3.5	The Service Provider shall provide a computer, with connection to the server, software to view the diagnosed images and its requisite peripherals at the District Hospitals at its own cost. The software should seamlessly interface with the MIS of the District Hospitals for transmission and review of MRI Scan.	The Service Provider shall make provision to automatically generate and provide statistical data related to MRI Scan Centre(s), in an agreeable open source format, which could be consolidated and uploaded into the MIS of the District Hospitals, so that it can be viewed on the Dashboard of the MIS. The installed software should also be capable of generating Invoices for the MRI Centre. Features of the software shall be decided in consultation with the Authority and Mission Director, NHM.
27.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.6	Service Provider shall handover the soft copy of the images for Medico Legal Cases (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 MRI Scans and images remains with the Service Provider.
28.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.7	Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority.	Service Provider shall ensure best quality of tests and protocols and shall submit a half yearly report of clinical audit done by a third party or as nominated by the authority. The parameters of clinical audit shall be decided by a Committee in which the selected Bidder/ Service Provider shall have a representation
29.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.9.1	Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per MRI Scan (MRI Head without Contrast) multiplied by the total number of MRI Scans done per day during the previous month multiplied by number of downtime days as penalty in the following cases: 1.8.3.9.1.1 If the machine is down for more than 30 days in a year, for each additional day of MRI Scanner not in operation. 1.8.3.9.1.2 In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional day beyond 72 hours of MRI	Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per MRI Scan (MRI Head without Contrast) multiplied by the total number of MRI Scans done per day during the previous month multiplied by number of downtime days, capped at Rs. 20,000/day, as penalty in the following cases: 1.8.3.9.1.1 If the machine is down for more than 30 days in a year, for each additional day of MRI Scanner not in operation. 1.8.3.9.1.2 In case the machine is out of order for a continuous period of 72 hours. 1.8.3.9.1.3 If shutdown extends beyond 12 days due to technical and/or administrative reasons on

			Scanner not in operation. 1.8.3.9.1.3 If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.	the part of Service Provider, the contract may be cancelled.
30.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.9.2.3	TAT is calculated from the time a patient is registered at the MRI Scan Centre to the time when the MRI report is finally uploaded on the system.	TAT is calculated from the time MRI Scan of a registered patient is completed at the MRI Scan Centre to the time when the MRI report is finally uploaded on the system.
31.	Part I – Scope of Work – Service and Operations & Management Requirements	1.8.3.9.2.4	Maximum TAT for all cases declared as urgent by the Central Medical Superintendent is 4 (four) hours. For all routine Scans from 8 a.m. to 6 p.m., the report shall be submitted before 10:00 AM on the following day	Maximum TAT for all cases declared as urgent by the Chief Medical Superintendent within 4 (four) hours of completion of scan. For all routine Scans from 8 a.m. to 6 p.m., the report shall be submitted before 12:00 PM (noon) on the following day.
32.	Part I – Payment Terms	1.9.4	The payment will be made on monthly basis within 30 days of submission of the Invoice or after 30 days of resolution of dispute, whichever is later, and after deducting: (i) any TDS or other applicable taxes, (ii) any penalties, that may be imposed by Authority and (iii) any amounts recoverable by Authority	After verification of invoices / claims by CMS, the Authority will make the payment within 30 days of verification of the Invoices for amounts not under dispute, and for disputed amounts, payment will be made within 30 days of resolution of dispute, and after deducting: (i) any TDS or other applicable taxes, (ii) any penalties, that may be imposed by Authority and (iii) any amounts recoverable by Authority
33.	Part I – Payment Terms	1.9.12	[No Existing Clause]	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.
34.	Part I – Payment Terms	1.9.13	[No Existing Clause]	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.

35.	Part I – Termination of Contract	1.13	<p>Termination of Contract:</p> <p>1.13.1.1 The Implementing 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.</p> <p>1.13.1.2 The following conditions will be treated as failure to fulfill the key contractual obligation:</p> <p>1.13.1.2.1 Failure to follow Standard Operating Procedures (SOPs) for performing the tests.</p> <p>1.13.1.2.2 Non-compliance to minimum essential standards for MRI Scan Centres as per the Clinical Establishment Act Standards [Medical Imaging Services (Diagnostic Centres) – Standard No. CEA/MIS-028] as applicable to MRI Scan Services.</p> <p>1.13.1.2.3 Criminal Indictment and excess and/or forged billing to the Implementing Authority/ Paying Authority</p> <p>1.13.1.2.4 Insolvency</p>	<p>Termination of Bid / Bid Process:</p> <p>The Nodal Authority may terminate the bid process under following circumstances:</p> <p>1.13.1 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 Deposit or Performance Security deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.</p> <p>1.13.2 Insolvency</p> <p>1.13.3 The Service Provider will be served a notice of termination by the Nodal Authority and will be required to make corrections within 30 days, failing which the bid will be treated as Terminated</p>
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			<p>1.13.1.2.5 Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.</p> <p>1.13.1.3 The Service Provider will be served a notice of termination by the Implementing Authority and will be required to make corrections within 30 days failing which the services will be treated as Terminated.</p> <p>1.13.1.4 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.</p>													
36.	Part I – Appendix C – Experience Certificate	Appendix C	<p>* Attach users’ certificates (in original) regarding satisfactory completion of assignments. ** Attach documentary evidences for the number of MRI Scans done. Note: Attach extra sheet for above Performa if required.</p>	<p>MANDATORY to provide the below supporting documents: * Attach users’ certificates (as copies of original) regarding satisfactory completion of assignments. ** Attach documentary evidences for the number of MRI Scans done. Note: Attach extra sheet for above Performa if required.</p>												
37.	Part I – Appendix D – Bidder’s Information	Appendix D Pt. 9 - 12	<p>9. Audited Accounts Statement for past three financial years 10. Copy of Income Tax Return for past three financial years 11. Experience certificate of Bidder regarding existing MRI Scan Centres 12. Brief write-up about the firm / company. (use extra sheet if necessary)</p>	<p>9. CA certified or Audited Accounts Statement for the last three (3) financial years 10. CA certified or Audited Account Statement stating income from Radiology services for last three (3) financial years, with details provided as per below:</p> <table border="1"> <thead> <tr> <th></th> <th>FY1</th> <th>FY2</th> <th>FY3</th> </tr> </thead> <tbody> <tr> <td>Overall Turnover (in Cr.)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Turnover from Radiology</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		FY1	FY2	FY3	Overall Turnover (in Cr.)				Turnover from Radiology			
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Services (in Cr.)								
38.	Part II – Project Overview	Article 2.1	<p>The Service Provider shall be responsible for operationalization of MRI Scan Centre(s) at District Hospitals at Divisional level to offer MRI Scan Services to the patients referred by the District Hospital. 18 District Hospitals at Division Level in Uttar Pradesh will be equipped with one MRI machine each. The Hospitals will be divided into 4 clusters. Bidder can bid for one or more Districts and /or one or more Clusters. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. The Service Provider shall deliver the following as per the project requirement and at its own cost:</p> <ul style="list-style-type: none"> • Provisioning of space for setting up the MRI Scan Centre(s) at identified location(s) as laid out in Schedule A of this Agreement • Procuring, installing, commissioning and maintaining MRI Scan Centre(s) comprising of an MRI Scanner of minimum 1.5 Tesla with at least 16 dedicated Radio Frequency (RF) Channels and all associated equipment • Operating and managing MRI Scan Centre(s) and provisioning of MRI Scan Services through support of clinical and non-clinical staffing • Setting up and operationalization of an IT-enabled work station and related software in the District Hospital with seamless integration / interface with the MIS of Govt. hospitals. 	<p>The Service Provider shall be responsible for operationalization of MRI Scan Centre(s) at District Hospitals at Divisional level to offer MRI Scan Services to the patients referred by the District Hospital. 18 District Hospitals at Division Level in Uttar Pradesh will be equipped with one MRI machine each. The Hospitals will be divided into 4 clusters. Bidder can bid for one or more Districts and /or one or more Clusters. Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. The Service Provider shall deliver the following as per the project requirement and at its own cost:</p> <ul style="list-style-type: none"> • District Hospitals where Service Provider shall be provided a free-of-cost space for MRI Scan Centre have been given in Schedule A of this Agreement • Procuring, installing, commissioning and maintaining MRI Scan Centre(s) comprising of an MRI Scanner of minimum 1.5 Tesla with at least 16 dedicated Radio Frequency (RF) Channels and all associated equipment • Operating and managing MRI Scan Centre(s) and provisioning of MRI Scan Services through support of clinical and non-clinical staffing • The Service Provider shall make provision to automatically generate and provide statistical data related to MRI Scan Centre(s), in an agreeable open source format, which could be consolidated and 				

				uploaded into the MIS of the District Hospitals, so that it can be viewed on the Dashboard of the MIS. The installed software should also be capable of generating Invoices for the MRI Centre. Features of the software shall be decided in consultation with the Authority and Mission Director.
39.	Part II – Scope of Project – Scope of Work	Article 2.2.1	The Service Provider will arrange for a space for the MRI Scan Centre(s) at its own cost within the Municipality limits and within a distance of 3 Km from the corresponding District Hospital. The Service Provider shall make complete arrangements (including procurement of 1.5 Tesla-16 RF Channel MRI scan machine) with compliance to Medical Imaging Standard No. CEA/ MIS – 028 to make the MRI Scan Centre operational (declaration for same needs to be submitted).	The Service Provider will be provided a free-of-cost space for MRI Scan Centre by the Paying / Implementing Authority within the District Hospital premises. The Paying/Implementing Authority will also provide power supply connection with a separate billing meter. Service Provider will be responsible for paying the electricity bills. There would also be a dedicated adjacent space for setting up a DG Set/Generator as power back up. The Service Provider shall make the space provided for DG Set/Generator compliant to all applicable guidelines stipulated by State or Central Government. The Service Provider shall make complete arrangements (including procurement of 1.5 Tesla-16 RF Channel MRI scan machine) with compliance to Medical Imaging Standard No. CEA/ MIS – 028 to make the MRI Scan Centre operational (declaration for same needs to be submitted).
40.	Part II – Scope of Project – Scope of Work	Article 2.2.1.1	The MRI scanner should not be more than 3 years-old or refurbished. The Service Provider should submit the following documents along with the bid: a) An Installation Certificate for an existing MRI scanner or Declaration that a new MRI scanner will be installed.	The MRI Scan Machine should be brand new and should not be refurbished. The Service Provider should submit the following documents along with the bid: Declaration that a new MRI Scanner will be installed.
41.	Part II – Scope of Project – Scope of Work	Article 2.2.2	Alternatively, the Service Provider can tie up with an already existing MRI scan facility near the hospital and make it operational as per the specifications of the machine (1.5 Tesla-16 RF Channel MRI Scan) and terms and conditions laid down in this contract	[Deleted]
42.	Part II – Scope of	Article 2.2.4.1	[No Existing Clause]	The Service Provider will not serve Private patients

	Project – Scope of Work			(those not referred by the District Hospital or a Government Hospital of that District) at the said MRI Scan centre within District Hospital premises. Penalty specified under Schedule C would be applicable on this.
43.	Part II – Scope of Project – Scope of Work	Article 2.2.4.1.1	[No Existing Clause]	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 MRI Scan Centre is not sufficient to handle patient volume, and the Authority decides to issue a tender for the setting up of another MRI 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.
44.	Part II – Scope of Project – Scope of Work	Article 2.2.5.1	The Service Provider shall submit the hard and soft copies of the images and reports to the District Hospital, through successful upload of the image and report within the stipulated time of 45 minutes of taking the scan. (which would be simultaneously viewed at the District Hospital as well as in the main console of the MRI Scan Centre): (a) All cases declared as urgent by the Central Medical Superintendent within 4 (four) hours of the patient being registered. (b) All routine scans from 8 AM to 6 PM before 10:00 AM on the following day	The Service Provider shall provide hard copy of the report to the patient, if required by the patient, without any charge for BPL Patients and for APL Patients, at an additional charge of Rs. 150 for the entire set of films. Furthermore the Service Provider shall furnish soft copy of the report and images to the District Hospital within the stipulated time mentioned below after successful uploading of image within 45 minutes of completion of MRI Scan (which would be simultaneously viewed at the District Hospital as well as in the main console of the MRI Scan Centre): (a) All cases declared as urgent by the Chief Medical Superintendent (CMS) within 4 (four) hours of completion of MRI Scan. (b) All routine scans from 8:00 AM to 6:00 PM, the

				<p>report shall be submitted before 12:00 PM (noon) on the following day.</p> <p>(c) The Service Provider shall ensure that MRI Scans of all patients are completed within the same day of patient registration.</p>
45.	Part II – Scope of Project – Scope of Work	Article 2.2.5.3	The Service Provider shall be responsible for the accuracy of test reports generated at its MRI Scan Centre(s) and ensure best quality of tests and protocols. 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 MRI 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.
46.	Part II – Scope of the Project – Scope of Work	Article 2.2.6	The Service Provider shall also ensure at its own cost, an IT-enabled work station and related software at the radiology department of the District Hospitals where the images and soft copy of the report of the patient should reach within stipulated time. The Service Provider also needs to record patient details, test results and any defined MIS reports, in the MRI Scan Monitoring System, on real time basis.	The Service Provider shall also ensure, at its own cost, IT enabled Viewing Station connected to a server, having PACS software, to view the images and reports at the Radiology department of the District Hospitals, where the images and soft copy of the report of the patient should reach within stipulated time.
47.	Part II – Term of Agreement – Term	Article 3.1.1	Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits and Good Industry Practice, the Authority hereby grants to the Service Provider and the Service Provider hereby accepts the exclusive right, license and authority to provision space, procure, install, commission and maintain the Equipment and provide the required Services at the locations per Schedule A of this Agreement, during the subsistence of this Agreement for a period of 7 (seven) years (or early termination by a Termination Notice in accordance with this Agreement) commencing from the Appointed Date (the “Term”), and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement and implement the Project, subject to and in accordance with the terms and conditions set forth herein. The Contract may be extended by another	Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits and Good Industry Practice, the Authority hereby grants to the Service Provider and the Service Provider hereby accepts the exclusive right, license and authority to occupy space, procure, install, commission and maintain the Equipment and provide the required Services at the locations per Schedule A of this Agreement, during the subsistence of this Agreement for a period of 10 (ten) years (or early termination by a Termination Notice in accordance with this Agreement) commencing from the Appointed Date (the “Term”), and to exercise and/or enjoy the rights, power, privileges and entitlements as set forth in this Agreement and implement the Project, subject to and in accordance with the terms and conditions set forth herein. The Contract may be extended by another 2

			3 (three) years, if required by the Authority, based on mutually agreed terms and conditions between the Authority and Service Provider.	(two) years, if required by the Authority, based on mutually agreed terms and conditions between the Authority and Service Provider.
48.	Part II – Conditions Precedent	Article 4.1.3	The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have issued to the Service Provider a Notice to Proceed (“NTP”) and provided the “contractually required and need based” access and license rights with respect to the concerned District Hospital Scan Centre at the locations listed in Schedule A of this Agreement, for the purpose of provisioning the space and Equipment and providing the required MRI related Services.	The Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have issued to the Service Provider a Notice to Proceed (“NTP”) and provided the “contractually required and need based” access and license rights with respect to the concerned District Hospital Scan Centre at the locations listed in Schedule A of this Agreement, for the purpose of provisioning the Equipment and providing the required MRI related Services.
49.	Part II – Rights and Obligations of the Service Provider	Article 5.1.5.5	Not assign, transfer or sublet or create any lien or Encumbrance on this Agreement, hereby granted or on the whole or any part of the Equipment nor transfer, lease or part possession thereof.	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.
50.	Part II – Maintenance of Equipment – Overriding Powers of Authority	Article 10.4.2	In the event that the Service Provider, upon notice under Clause 10.4, fails to rectify or remove the Defect in the Equipment within a reasonable period, the Authority may exercise overriding powers under this Clause 10.4.2 and take over the performance of any or all the obligations of the Service Provider to the extent deemed necessary by it for rectifying or removing such Defect; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations shall be entitled to recover them from the Service Provider in accordance with the provisions of Clause 10.7 along with the Damages/Liquidated Damages specified therein.	In the event that the Service Provider, upon notice under Clause 10.4, fails to rectify or remove the Defect in the Equipment within a period of 7 days, the Authority may exercise overriding powers under this Clause 10.4.2 and take over the performance of any or all the obligations of the Service Provider to the extent deemed necessary by it for rectifying or removing such Defect; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations shall be entitled to recover them from the Service Provider in accordance with the provisions of Clause 10.7 along with the Damages/Liquidated Damages specified therein.
51.	Part II – Safety Requirements	Article 11.1.1	The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Applicable	The Service Provider shall comply with the provisions of this Agreement, Applicable Laws and Applicable

			Permits and conform to Good Industry Practice for securing the safety of the Premise/Space, deployed staff of Service Provider and Equipment at the Facilities.	Permits and conform to Good Industry Practice for securing the safety of the Premise/Space allotted for MRI Scan Operations, deployed staff of Service Provider and Equipment at the Facilities.
52.	Part II – Safety Requirements	Article 11.1.2	The Authority reserves the right to appoint an experienced and qualified firm or organisation (the “Safety Consultant”) for carrying out safety audit of the Premises/Space, deployed staff of Service Provider and Equipment in accordance with the Safety Requirements, and take all other actions necessary for securing compliance with the Safety Requirements.	The Authority reserves the right to appoint an experienced and qualified firm or organisation (the “Safety Consultant”) for carrying out safety audit of the Premises/Space allotted for MRI Scan Operations, deployed staff of Service Provider and Equipment in accordance with the Safety Requirements, and take all other actions necessary for securing compliance with the Safety Requirements.
53.	Part II – Periodicity and Methodology of Payment – Payment Terms	Article 13.1.1.7	After verification of invoices / claims by CMS, the 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 raised.	After verification of invoices / claims by CMS, the Authority will make the payment within 30 days of verification of the Invoices for amounts not under dispute, and for disputed amounts, payment will be made within 30 days of resolution of dispute.
54.	Part II – Periodicity and Methodology of Payment – Payment Terms	Article 13.3	[No Existing Clause]	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.
55.	Part II – Periodicity and Methodology of Payment – Payment Terms	Article 13.4	[No Existing Clause]	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.
56.	Part II – Replacement of Faulty or Worn-out Equipment	Article 14.1	Without prejudice to the Service Provider’s obligation to remedy and remove Defects with respect to the Equipment under this Agreement, the Service Provider shall be obliged to replace any and all Equipment(s) which get worn out and need to be replaced during the Term, at its own expense.	Without prejudice to the Service Provider’s obligation to remedy and remove Defects with respect to the Equipment under this Agreement, the Service Provider shall be obliged to replace any and all Equipment(s) which become defective/non-functional and need to be replaced during the Term, at its own expense.

57.	Part II – Replacement of Faulty or Worn-out Equipment	Article 14.2	In the event that the Service Provider fails to replace the worn out Equipment, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid as per Article 10.2. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	In the event that the Service Provider fails to replace the defective/non-functional Equipment, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid as per Article 10.2. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.
58.	Part II – Force Majeure – Termination Payment for Force Majeure Event	Article 17.9.1	If Termination is on account of any of the Force Majeure Events, the Authority shall return the Performance Security to the Service Provider. The Service Provider shall take appropriate insurance cover for hedging risks associated with the events of Force Majeure.	If the termination is due to a Force Majeure Event, the Authority shall compensate the Service Provider as per Article 27.
59.	Part II – Termination – Termination for Service Provider Default	Article 19.1.1	<p>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 fulfil any other contractual obligations. In that event, the 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 Authority.</p> <p>The following conditions will be treated as failure to fulfil the key contractual obligation:</p> <ol style="list-style-type: none"> a) Failure to follow Standard Operating Procedures (SOPs) for performing the tests b) Non-compliance to minimum essential standards for MRI Scan Centers as per the Clinical Establishment Act Standards [Medical Imaging Services (Diagnostic Centers) – Standard No. CEA/MIS-028] as applicable to the MRI Scan Services c) Criminal indictment and excess and/or forged 	<p>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 fulfil any other contractual obligations. In that event, the 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 Authority.</p> <p>The following conditions will be treated as failure to fulfil the key contractual obligation:</p> <ol style="list-style-type: none"> a) Failure to follow Standard Operating Procedures (SOPs) for performing the tests b) Non-compliance to minimum essential standards for MRI Scan Centers as per the Clinical Establishment Act Standards [Medical Imaging Services (Diagnostic Centers) – Standard No. CEA/MIS-028] as applicable to the MRI Scan Services

			<p>billing to the Implementing Authority/ Paying Authority</p> <p>d) Insolvency</p> <p>e) Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.</p> <p>The Service Provider will be served a notice of termination by the Authority and will be required to make corrections within 30 days, failing which the services will be treated as Terminated.</p>	<p>c) Criminal indictment and excess and/or forged billing to the Implementing Authority/ Paying Authority</p> <p>d) Insolvency</p> <p>e) Failure to commence the services even after reaching the maximum Liquidated Damages which is equal to the Performance Security amount.</p> <p>f) Failure to fulfil obligations of the scope of work and service requirements</p> <p>The Service Provider will be served a notice of termination by the Authority and will be required to make corrections within 30 days, failing which the services will be treated as Terminated.</p>
60.	Part II – Termination – Termination Payment	Article 19.3	Termination Payment – Event of Default	Termination Compensation Payment – on any Default would be as per Article 27.
61.	Part II – Termination Payment – Event of Default	Article 19.3.1	Upon Termination on account of a Service Provider Default during the Term, no payments related to termination shall be due or payable to the Service Provider. The Authority shall be entitled to forfeit the Performance Security of the Service Provider and terminate this Agreement, as per the provisions detailed out in this Agreement.	[Deleted]
62.	Part II – Termination Payment – Event of Default	Article 19.3.2	Upon Termination on account of Authority Default, the Authority shall return back the Performance Security to the Service Provider.	[Deleted]
63.	Part II – Termination – Others Rights and Obligations of the Authority	Article 19.4	<p>Upon Termination for any reason whatsoever, the Authority shall:</p> <p>(a) be deemed to have taken possession and control of the Equipment forthwith;</p> <p>(b) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering upon the</p>	<p>Upon Termination for any reason whatsoever, the Authority shall:</p> <p>(a) The Service Provider shall take possession and control of the Equipment forthwith and vacate the Project site/premises for Authority’s usage;</p> <p>(b) Thereafter Authority shall be entitled to restrain the Service Provider and any person</p>

			<p>District Hospital or any Authority controlled part of the Project;</p> <p>(c) all sums claimed by any Contractor(s) as being due and owing for services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Service Provider and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.</p>	<p>claiming through or under the Service Provider from entering upon the District Hospital or any Authority controlled part of the Project;</p>
64.	Part II – Compensation upon Termination	Article 27		<p>27.1 Compensation upon Termination</p> <p>27.1.1 Termination due to Force Majeure Event</p> <p>(i) If the termination is due to a Force Majeure Event, compensation payable to the Service Provider shall be as per the following:</p> <p>a. Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages as per the provisions of this Agreement.</p> <p>b. Disbursement of Monthly Fee/Payment due LESS any deductions/penalties and Insurance claims received or admitted prior to occurrence of Force Majeure event, if the Service Provider maintains Insurance Cover as stipulated under Article 15 of this Agreement</p> <p>27.1.2 Termination due to Service Provider Default: If the termination is due to a Service Provider</p>

				<p>Default, no Termination compensation shall be due or payable by the Authority to the Service Provider and the entire Performance Security would be forfeited.</p> <p>27.1.3 Termination due to Authority Default If the termination is due to an Authority Default, the compensation payable by the Authority to the Service Provider shall be as per the following:</p> <ul style="list-style-type: none"> (i) Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages as per the provisions of this Agreement. (ii) Disbursement of Monthly Fee/Payment due LESS any deductions/penalties and Insurance claims received or admitted prior to occurrence of the Authority Default, if the Service Provider maintains Insurance Cover as stipulated under Article 15 of this Agreement <p>27.1.4 No Compensation on Expiry of Contract Agreement Period: In the event of expiry of this Contract Agreement by efflux of time (the Contract term / period having run its full course), the Service Provider shall hand over/ transfer peaceful possession of the Project Site and Authority provided facilities free of cost and Encumbrance.</p> <p>27.1.5 Transfer Fee and Charges Transfer costs, stamp duties, notary fees and taxes, if applicable, for the transfer of the</p>
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				<p>Service provider procured Facilities, Assets and Services from the Project Site consequent to the expiry or termination of this Agreement shall be borne by:</p> <ul style="list-style-type: none"> a) the Service Provider in the event of expiry of Contract Agreement Period or termination due to a Service Provider Event of Default; b) the Authority in the event of termination due to an Authority Event of Default or Political Event or Indirect Political Event; and c) by both parties equally in case of termination due to Change in Law or Non Political Event or Other Event. <p>27.1.6 Delayed Payment of Compensation</p> <p>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 authorise any delay in payment of compensation in accordance with this Agreement.</p> <p>27.1.7 Remedies Cumulative</p> <p>The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude, such Party from availing any other rights or remedies that may be available to it under law. All remedies available to the Parties shall be cumulative and the exercise or failure thereof of one or more</p>
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				remedies by any Party shall not limit or preclude the exercise of or constitute a waiver of any other remedies by such Party.
65.	Part II – Schedule C: Service and Operations & Management Requirements – Commissioning of Services & Liquidated Damages	Schedule C Pt. 2	<p>Commissioning of Services and Liquidated Damages:</p> <p>a) For single district bids, the Service Provider shall commission the MRI Scan Centre within 60 days of the day of signing of the contract by both parties.</p> <p>b) In case of multiple district bids or cluster bids, the Service Provider shall commission the MRI Scan Facilities for the cluster in two phases applicable from the day of signing of the contract by both parties.</p> <p>(i) Phase 1: Commissioning of 50% of the MRI Scan Centres in the cluster within 60 days from the day of signing of the contract by both parties.</p> <p>(ii) Phase 2: Commissioning of remaining 50% MRI Scan Centres in the cluster within 120 days from the day of signing of the contract by both parties.</p> <p>c) In case of extension / renewal of the contract with the same Service Provider for an additional term, phase-wise commencement of operations shall not be valid</p> <p>d) The liquidated damage for non-commencement of services for each phase will be applicable at the rate of Rs. 12,000 per day per district, Rs. 48,000 for a Cluster of 4 districts, and Rs. 60,000 for a Cluster of 5 districts. This 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.</p>	<p>Commissioning of Services and Liquidated Damages:</p> <p>a) For single District bids, the Service Provider shall commission the MRI Scan Centres within 120 days of the day of signing of the contract by both parties.</p> <p>b) In case of multiple district bids or Cluster bids, the Service Provider shall commission the MRI Scan Centres for the cluster in two phases applicable from the day of signing of the contract by both parties.</p> <p>(i) Phase 1: Commissioning of 50% of the MRI Scan Centres in the cluster within 120 days from the day of signing of the contract by both parties.</p> <p>(ii) Phase 2: Commissioning of remaining 50% MRI Scan Centres in the cluster within 180 days from the day of signing of the contract by both parties.</p> <p>c) In case of extension / renewal of the contract with the same Service Provider for an additional term, phase-wise commencement of operations shall not be valid</p> <p>d) The liquidated damage for non-commencement of services for each phase will be applicable at the rate of Rs. 12,000 per day per district, Rs. 48,000 for a Cluster of 4 districts, and Rs. 60,000 for a Cluster of 5 districts. This 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.</p>
66.	Part II – Schedule	Schedule C Pt. 7	Service Provider shall handover the soft copy of the	In case of Medico Legal Cases (MLC) the Service

	C: Service and Operations & Management Requirements		images for Medico Legal Cases (MLC) cases to the authority as per the agreement with the State. Legal responsibility of correct reporting of images lies with the Service Provider.	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 MRI Scans and images remains with the Service Provider.
67.	Part II – Schedule C: Service and Operations & Management Requirements	Schedule C Pt. 10 a	<p>Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per MRI Scan (MRI Head without Contrast) multiplied by the total number of MRI Scans done per day during the previous month multiplied by the number of downtime days as penalty in the following cases:</p> <p>(i) If the machine is down for more than 30 days in a year, for each additional day of MRI Scanner not in operation.</p> <p>(ii) In case the machine is out of order for 72 hours and Service Provider has not made any alternative arrangements, then for each additional day beyond 72 hours of MRI Scanner not in operation.</p> <p>(iii) If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.</p>	<p>Downtime Penalty: The provider shall pay a sum equivalent to contracted cost per MRI Scan (MRI Head without Contrast) multiplied by the total number of MRI Scans done per day during the previous month multiplied by number of downtime days, capped at Rs. 20,000/day, as penalty in the following cases:</p> <p>(i) If the machine is down for more than 30 days in a year, for each additional day of MRI Scanner not in operation.</p> <p>(ii) In case the machine is out of order for a continuous period of 72 hours.</p> <p>(iii) If shutdown extends beyond 12 days due to technical and/or administrative reasons on the part of Service Provider, the contract may be cancelled.</p>
68.	Part II – Schedule C: Service and Operations & Management Requirements	Schedule C: Pt. 10 b	<p>TAT Penalty:</p> <ul style="list-style-type: none"> • 50% penalty will be deducted from the next month's payment for cases where TAT was beyond specified limits. • On a case by case basis, in order to address delays in submission of reports due to internet connectivity issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month. • TAT is calculated from the time a patient is registered at the MRI Scan Centre to the time when the MRI report is finally uploaded on the system. • Maximum TAT for all cases declared as urgent by 	<p>TAT Penalty:</p> <ul style="list-style-type: none"> • 50% penalty will be deducted from the next month's payment for cases where TAT was beyond specified limits. • On a case by case basis, in order to address delays in submission of reports due to internet connectivity issues, an additional margin of 10% might be provided for cases of such delays up to a maximum of 72 hours in a particular month. • TAT is calculated from the time MRI Scan of a registered patient is completed at the MRI Scan Centre to the time when the MRI report is finally uploaded on the system. • Maximum TAT for all cases declared as urgent by

			the Central Medical Superintendent is 4 (four) hours. For all routine scans from 8:00 AM to 6:00 PM, the report shall be submitted before 10:00 AM on the following day	the Chief Medical Superintendent within 4 (four) hours of completion of scan. For all routine Scans from 8 a.m. to 6 p.m., the report shall be submitted before 12:00 PM (noon) on the following day.
69.	Part II – Schedule C: Service and Operations & Management Requirements – Serving Private Patient Breach	Schedule C Pt. 17	[No Existing Clause]	The Service Provider would have to pay a Penalty of Rs. 10,000 for every instance of being found that it has served a Private patient.