



Agreement

By and between

Director General, Medical & Health services, Uttar Pradesh

AND

KHG HEALTH SERVICES PRIVATE LIMITED

November 2018

Mobile Medical Unit

Department of Medical, Health & Family Welfare, UP

S. Gopal Mishra



(Dr. पद्माकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

उत्तर प्रदेश
सकल प्रजा
सर्वोच्च न्यायालय
लखनऊ



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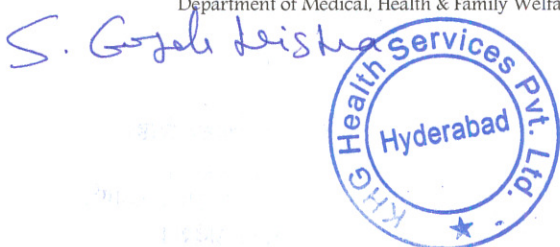
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उत्तर प्रदेश UTTAR PRADESH

EK 404721

11 SEP 2018

AGREEMENT

THIS AGREEMENT is entered into on this the 30 day of November, 2018

BETWEEN

- 1) Governor of Uttar Pradesh, acting through the Director General, Medical & Health services Uttar Pradesh, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns); of One Part;

AND

- 2) KHG Health Services Private Limited, a company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered office at 8-2-293/82/JIII/33/A, Road No. 76, Jubilee Hills, Hyderabad Telangana, India - 500033 (hereinafter referred to as the “**Service Provider**” or “**MMU-SP**” or “**NMMU-SP**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other part

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001



क्र. संख्या 0871
स्टाम्प किंमत रु. 5/-
प्रकाश केन्द्र परत का प्रयोजन
स्टाम्प कला का प्रयोजन
स्टाम्प की धनराशि 100/-

5-10-18

को सचिव जी हेतु सप्लीमेंटरी फाउण्डेशन
दिए

संस्थान 270 ला. को. अध 31-03-2021
बी. 2832 इन्दिरा नगर, लखनऊ




WHEREAS:

- A. The Authority had resolved to implement Mobile Medical Units project to provide primary healthcare services in unserved and under-served areas in the State of Uttar Pradesh with private sector participation on design, build, finance, procure, operate and transfer in accordance with the terms and conditions to be set forth in a Service Agreement to be entered into.
- B. The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Qualification cum Proposal" or the "RFQ cum RFP"), for undertaking the Project and, accordingly issued Notice Inviting Tender (NIT), and invited proposals from interested Bidders vide Request for Qualification cum Proposal dated April 19, 2018.
- C. In response to the RFQ cum RFP, the Authority received applications from various Bidders including the Bid dated May 09, 2018 submitted by the Selected Bidder.
- D. After evaluation of the bids received, the Authority had accepted the Bid of the consortium of M/s Kria Healthcare Private Limited (60%) & SSG UK Ambulance Limited (40%) and issued its Letter of Award No. 150/SPMU/NMMU/2018-19/5591 dated August 20, 2018 (herein after called the "LOA") to M/s Kria Healthcare Private Limited (Lead Member) requiring, inter alia, the execution of this Service Agreement within 30 days of the date of issue thereof.
- E. The Consortium has since promoted and incorporated the Service Provider as a limited liability company under the Companies Act, 2013, and has requested the Authority by its letter dated November 17, 2018 to accept the Service Provider as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Service Agreement pursuant to the LOA for undertaking the Project.
- F. By its letter dated November 17, 2018, the Service Provider has also joined in the said request of the Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium including the obligation to enter into this Service Agreement pursuant to the LOA. The Service Provider has further represented to the effect that it has been promoted by the Consortium for the purposes hereof.
- G. The Authority has agreed to the said request of the Service Provider and agreed to enter into this Service Agreement with the Service Provider for implementation of the Project, subject to and on the terms and conditions set forth hereinafter.
- H. The Service Provider represents and warrants that they have duly fulfilled all the terms and condition necessary for the execution of this Agreement as per the terms and

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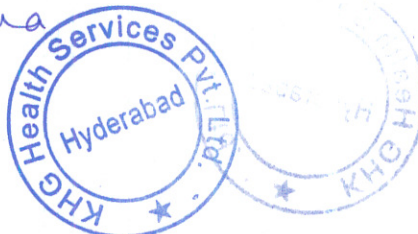

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condition in Bid documents and are in a position to execute this Agreement and Implement the Project as envisaged in the Bid and this document.

In light of compliance by the Selected Bidder (Service Provider) of the pre-conditions to the execution of the Agreement, Authority has agreed to enter into this Agreement vesting the rights for the implementation of the Project with the Service Provider on the terms, conditions, and covenants hereinafter set forth in this Agreement.

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

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ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the signing of Agreement to the immediately following, 31st March. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date;

"Adjusted Depreciated Value" means the amount arrived at after adjusting the depreciated book value of Project Asset as stated in the books of account of the Service Provider determined by applying an annual depreciation rate of 20% (twenty per cent) based on the straight line method;

"Affected Party" shall have the meaning as set forth in Clause 21.1;

"Agreement" or **"Service Agreement"** means this Agreement, including the Recitals, Schedules, and documents appended hereto, as amended, supplemented or modified from time to time in accordance with the provisions hereof;

"Appendix" means any of the schedules, supplements or documents, appended to this Agreement;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the implementation, operation and maintenance of the Project during the subsistence of this Agreement;

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“**Appointed Date**” means the date on which every Condition Precedent is either satisfied or waived, as the case may be, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period;

“**Arrangement Period**” means the period starting from Appointed Date until Commercial Operation Date;

“**Associate**” or “**Affiliate**” means, in relation to either Party and/or Consortium Members, a person who controls, is controlled by, or is under the common control with such Party or Consortium Member (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“**Authority Event of Default**” shall have the meaning as set forth in Clause 23.2.1;

“**Authority Representative**” means such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

“**Bank**” means any Scheduled bank included in the second schedule of Reserve Bank of India Act, 1934

“**Bank Rate**” means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

“**Bid**” means the documents in their entirety comprised in the Bid submitted by the Consortium in response to the Request for Proposal in accordance with the provisions thereof;

“**Bid Date**” means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposal;

“**Bid Security**” means the security provided by the Service Provider to the Authority along with the Bid in a sum of Rs. 51,00,500 (Rupees Fifty One Lakh Five hundred only), in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

“**COD**” or “**Commercial Operation Date**” shall have the meaning as set forth in Clause 12.4;

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“Change in Law” means the occurrence of any of the following after the Bid Date:

- a) the enactment of any new Indian law;
- b) the repeal, modification or re-enactment of any existing Indian law;
- c) the commencement of any Indian law which has not entered into effect until the Bid Date;
- d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or

“Change of Scope” shall have the meaning set forth in Clause 10.1;

“Commencement Notice” shall have the meaning set forth in Clause 12.3;

“Company” means the company acting as the Service Provider under this Agreement;

“Competent Authority” means any agency, authority, department, ministry, public or statutory Person of the or Government of India, or any local authority, or any other sub-division thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the project site or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Concession;

“Concession” shall have the meaning as set forth in Clause 3.1.1;

“Concession Period” means the period starting on and from the Appointed Date and ending on the Transfer Date;

“Condition Precedent” shall have the meaning as set forth in Clause 4.1.1;

“Consortium” shall have the meaning as set forth in Recital (E)

“Consortium Member” means a Company specified in Recital (E) as a member of the Consortium;

“Contractor” means the person or persons, as the case may be, with whom the Service Provider has entered into any of the procurement contract, the O&M contract, or any other material Agreement or contract for implementation, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an Agreement for providing Financial Assistance to the Service Provider;

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“**Contractual Arrangements**” shall mean and include all and any, licensing, franchising and similar arrangements that may be entered into by the Service Provider, in accordance with and subject always to the terms and conditions of this Service Agreement, with such Persons selected by it for enabling such Persons to occupy or use or market the whole or part of the Project Facilities including advertising spaces, provided that the Service Provider cannot sell title of the site or of the Project Facilities.

“**Cure Period**” means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

- a) commence from the date on which a written notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
- b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
- c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Service Provider requires any reasonable action by the Service Provider that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

“**Damages**” shall have the meaning as set forth in Sub-clause (y) of Clause 1.2.1;

“**Dispute**” shall have the meaning as set forth in Clause 28.1.1;

“**Dispute Resolution Procedure**” means the procedure for resolution of Disputes set forth in Article 28;

“**Divestment Requirements**” means the obligations of the Service Provider for and in respect of Termination as set forth in Clause 24.1;

“**Document**” or “**Documentation**” means documentation in printed or written form, or in tapes, discs, computer program, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“**Effective Date**” shall mean the date on which the Service Agreement has been executed by the Parties;

“**Emergency**” means a condition or situation that is likely to endanger the security of the individuals on or about the Project, including Users availing the services thereof, or which poses an immediate threat of material damage to any of the Project Assets;

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“Encumbrances” means in relation to the Project, any encumbrances such as a mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, or restriction and shall include physical or legal obstructions or encroachments on the whole or any part of the Project Site or Third Party claims or rights of any kind attaching to the whole or any part of the Project Site or any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project;

“Equity” means the sum expressed in Indian Rupees representing the paid up equity share capital of the Service Provider for meeting the equity component of the Total Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component, but does not include equity support;

“Financial Assistance or Financing” means the aggregate amounts provided by way of loan, lease finance, advances, guarantees or otherwise by the Lenders to the Service Provider for the implementation of the Project and shall include all related financial charges, fees and expenses of all kinds under the Financing Documents relating to the Project;

“Financial Close” means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements;

“Financial Default” shall have the meaning set forth in Schedule-G;

“Financial Model” means the financial model adopted by Senior Lenders, setting forth the capital and operating costs of the Project and revenues therefrom on the basis of which financial viability of the Project has been determined by the Senior Lenders, and includes a description of the assumptions and parameters used for making calculations and projections therein;

“Financial Package” means the financing package indicating the total capital cost of the Project and the means of financing thereof, as set forth in the Financial Model and approved by the Senior Lenders, and includes Equity, all Financial Assistance specified in the Financing Agreements, subordinated debt and equity support, if any;

“Financing Agreements” means the agreements executed by the Service Provider in respect of Financial Assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the

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financing (including refinancing) of the Total Project Cost, and includes amendments or modifications made in accordance with Clause 5.1.1 (d);

“**Force Majeure Event**” shall have the meaning ascribed to it in Clause 21.1;

“**GOI**” means the Government of India;

“**Good Industry Practice**” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Service Provider in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient Project Facilities;

“**Government Authority**” or “**Government**” means Government of Uttar Pradesh, or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Service Provider, the Project, the Project Assets and the Works or any part thereof or the performance of all or any of the services, obligations or covenants of Service Provider under or pursuant to this Agreement or any portion thereof;

“**Government Instrumentality**” means any department, division or sub-division of the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat, under the control of the State Government, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement;

“**Indirect Political Event**” shall have the meaning as set forth in Clause 21.3;

“**Insurance Cover**” means the aggregate of the maximum sums insured under the insurances taken out by the Service Provider pursuant to Article 19, and includes all insurances required to be taken out by the Service Provider under Clause 19.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“**Intellectual Property**” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, program and manuals, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and

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including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“**LOA**” or “**Letter of Award**” means the letter of award referred in Recital (D);

“**Lenders**” means any Person based in India or abroad providing Financial Assistance under the Financing Documents and includes financial institutions, banks, non-banking financial companies, funds, trusts who provide for Financial Assistance (including refinancing) to the Service Provider and includes subscribers to/trustee for the holders of the debentures/bonds or other securities issued by the Service Provider to meet the debt component of the cost of the Project and whose identity has been notified to the Authority by the Service Provider from time to time. It is clarified that “Lenders” for the purposes of this Agreement, shall not include promoter entity or Affiliates of the Selected Bidder or the Service Provider;

“**Lender’s Representative**” means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

“**Material Adverse Effect**” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

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

“**Mobile Medical Unit Services**” or “**MMU Services**” means medical Services provided by the Service Provider through MMU in accordance with the provisions of the Agreement;

“**Mobile Medical Unit Vehicle**” or “**MMU Vehicle**” or “**MMU**” or “**NMMU**” means the medical van. The Medical van should be in accordance with the provisions of this Agreement and should have been registered, under the Applicable Laws, under appropriate vehicle category with the relevant authority;

“**Month**” shall mean a calendar month;

“**Nominated Company**” means a Company selected by the Lenders’ Representative and proposed to the Authority for substituting the Service Provider in accordance with the provisions of the Substitution Agreement;

“**Non-Political Event**” shall have the meaning as set forth in Clause 21.2;

“O&M Expenses” means expenses incurred by or on behalf of the Service Provider or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all Taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

“Operation Period” means the period commencing from COD and ending on the Transfer Date;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Person” means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, Government or Governmental Authority or agency or any other legal entity;

“Performance Security” shall have the meaning as set forth in Clause 9.1;

“Political Event” shall have the meaning as set forth in Clause 21.4;

“Project” means, subject to the provisions of this Agreement, the (i) financing, fabricating, deploying manpower, implementation, commissioning, marketing, operation, management and transfer of the Project Facilities and all activities incidental thereto by the Service Provider during the Agreement Period;

“Project Agreements” means this Agreement, the Financing Agreements, O&M Contract, and any other material agreements or contracts entered into or may hereafter be entered into by the Service Provider with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the, Substitution Agreement;

“Project Assets” shall mean and comprise of all tangible and intangible assets relating to the Project/Project Facilities as the case may be but including and not limited to, (a) rights over the Project in the form of license, or otherwise, (b) each of tangible assets comprising the Project Facilities such as MMU, centralized Control Room, hardware, software telephone, other communication equipment, laboratories with equipment, other equipment, technology at the Sites/relating to the Project, (c) financial assets of the Project such as receivables, cash and investments, security deposits etc., (d) rights of the Selected Bidder/Service Provider under the Project Agreements and other agreements relating to the Project entered into by the Service Provider, (e) proceeds from insurance policies taken by the Service Provider in relation to the Project Facilities, (f) all Applicable

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Permits, affiliations and authorizations relating to or in respect of the project and (g) movable assets of the Project/Project Facilities, movable property, things and goods like equipment, machinery, fittings and fixtures etc.

“Project Facilities” means and includes MMU, centralized Control Room, hardware, software telephone, other communication equipment, laboratories with equipment, other equipment, technology at the Sites/relating to the Project;

“Proposal” or **“Bid”** means the entire set of technical, financial, qualifying and other documents in their entirety comprised in the proposal or Bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof, and accepted by the Authority;

“Re.”, “Rs.” Or “Rupees” or **“Indian Rupees”** means the lawful currency of the Republic of India;

“Reference Exchange Rate” means, in respect of any one currency that is to be converted into another currency in accordance with the provisions of this Agreement, the exchange rate as of 12.00 (twelve) noon on the relevant date quoted in Delhi by the State Bank of India, and in the absence of such rate, the average of similar rates quoted in Delhi by the Bank of India and the Bank of Baroda;

“Safety Requirements” shall have the meaning as set forth in Clause 13.1.1;

“Schedule” means any of the schedules appended to this Agreement;

“Scheduled Project Implementation Date” or **“Scheduled Implementation Date”** shall have the meaning as set forth Clause 12.2;

“Scope of the Project” shall have the meaning set forth in Clause 2.1;

“Security Interest” means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, Security Interest or other Encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law;

“Selected Bidder” means the Consortium/entity that has been successful in the Bidding Process for the Project and that has been incorporated as the Service Provider;

“Senior Lenders” means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Service Provider under any of the Financing Agreements for meeting all or any

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part of the Total Project Cost and who hold pari-passu charge on the assets, rights, title and interests of the Service Provider;

"Service Fee or O&M Fee" shall have the meaning attributed to it under Clause 17.1;

"Service Provider" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals 2;

"Service Provider's Representative" means the Person appointed by Service Provider under Clause 5.10;

"Service Provider Event of Default" shall have the meaning as set forth in Clause 23.1.1;

"Special Purpose Vehicle" or **"SPV"** shall mean the SPV formed by Selected Bidderto execute the Project (in case of consortium forming an SPV);

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in Schedule-D, and any modifications thereof, or additions thereto, as included in the engineering for the Project submitted by the Service Provider to, and expressly approved by, the Authority;

"Sub-contractor" means the operation and maintenance contractor(s) and/or any other contractors and sub-contractors, manufacturers or suppliers of Works / services or part thereof, as the context may require, to whom the Service Provider contracts or subcontracts the Works in full or part;

"Substitution Agreement" shall have the meaning as set forth in Clause 25.3;

"Substitute Entity" means the entity defined in the Substitution Agreement;

"Suspension" shall have the meaning as set forth in Clause 22.1;

"Taxes" means any Indian taxes including GST, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"Termination" means the expiry or termination of this Agreement and the Concession hereunder;

"Termination Notice" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

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“**Termination Payment**” means the amount payable by the Authority to the Service Provider upon Termination as per the provisions of this Agreement;

“**Third Party**” means any Person, real or legal, or entity other than the Parties to this Agreement;

“**Total Project Cost**” means the lowest of:

- a) the capital cost of the Project, as set forth in the Financial Package; or
- b) a sum of Rs. 51 crore (Rupees Fifty-One crore);
- c) actual project cost

provided also that the Total Project Cost shall not exceed the actual capital cost of the Project upon completion of the Project;

“**Transfer Date**” means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

“**Trip**” means any MMU Trip which shall be deemed to be completed if all three parameters mentioned below are met:

- presence of MMU Vehicle at the designated MMU Service Point;
- MMU to be present at the Service Point location by 9:00 am to 5:00 pm i.e. for a period of 8 Hours with at least 6 hours of operational Healthcare Service Window;
- minimum manpower to be present with MMU should be one doctor and one pharmacist for the entire duration of 6 Hours of operational Healthcare Service Window; and

“**User**” or “**Patient**” means any Person using the Project or any part thereof in accordance with the provisions of this Agreement or Applicable Laws;

“**Vesting Certificate**” shall have the meaning as set forth in Clause 24.4;

“**Year**” means 12 months.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or

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notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

- c) references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, Government, State or agency of a State or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.
- f) the words **“include”** and **“including”** are to be construed without limitation and shall be deemed to be followed by **“without limitation”** or **“but not limited to”** whether or not they are followed by such phrases;
- g) references to **“development”** include, unless the context otherwise requires, designing, developing, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and **“develop”** shall be construed accordingly;
- h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- i) any reference to day shall mean a reference to a calendar day;
- j) Any reference to Rs. or Rupees shall mean a reference to Indian Rs. or Rupees (currency of India);
- k) references to a **“business day”** shall be construed as reference to a day (other than a Sunday) on which banks in Lucknow are generally open for business;
- l) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- m) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- n) any reference to any period commencing **“from”** a specified day or date and

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“till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day;

- o) words importing singular shall include plural and vice versa;
- p) references to any gender shall include the other and the neutral gender;
- q) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- r) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- s) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organisation, dissolution, arrangement, protection or relief of debtors;
- t) save and except as otherwise provided in this Agreement, any reference, at any time, to any Agreement, deed, instrument, licence or document of any description shall be construed as reference to that Agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- u) any Agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the independent engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the independent engineer, as the case may be, in this behalf and not otherwise;
- v) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- w) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules

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of or to this Agreement, references to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of this Schedule or Annex, as the case may be, in which such reference appears;

- x) the Damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and Damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages");
- y) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and
- z) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, Agreement, authorization, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, Agreement, authorization, communication, information or report or determination shall be in writing under the hand of duly authorized representative of such Party and/or the independent engineer in this behalf.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Service Provider to the Authority and/or the independent Engineer shall be provided free of cost and in three copies, and if the Authority and/or the independent engineer is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of Agreements, clauses and Schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or

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referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) this Agreement; and
- b) all other agreements and documents forming part hereof or referred to herein i.e. the Agreement at a) above shall prevail over the agreements and documents at b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a) Between two or more clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- d) between any value written in numerals and that in words, the latter shall prevail.

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ARTICLE 2: SCOPE OF THE PROJECT

2.1 Scope of Project

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

- a) planning, designing, financing, procuring, manning, operating, maintaining and transfer of Project, procuring, fabricating and equipping vehicles, setting up Control Room, setting up offices/control units at state level, district level and block level, deploying qualified and trained personnel in accordance with the provision of this Agreement;
- b) operation and maintenance of the Project Assets and Project Facilities in accordance with the provisions of this Agreement;
- c) Providing healthcare services in accordance with this Agreement; and
- d) performance and fulfilment of all other obligations of the Service Provider in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Service Provider under this Agreement.

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ARTICLE 3: GRANT OF CONCESSION

3.1 The Concession

3.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement. The Authority hereby grants to the Service Provider and the Service Provider hereby accepts the Concession for a period of 7(seven)years, commencing from the Appointed Date, including the exclusive right, license and Authority during the subsistence of this Agreement to implement the Project (the "Concession").

3.1.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Concession hereby granted shall entitle the Service Provider to enjoy, and oblige the Service Provider to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits:

- a) To develop, finance, procure, market, manage, administer, operate and maintain the project during the Concession Period;
- b) upon completion of the Project and during the Operations Period to manage, operate & maintain the Project and regulate the use thereof;
- c) perform and fulfil all of the Service Provider's obligations under this Agreement;
- d) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Service Provider under this Agreement; and
- e) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement.

The Service Provider acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

3.1.3 Concession Period

The Concession Period shall commence from the Appointed Date for a term of 7(seven) years, or the earlier Termination of this Agreement in terms hereof and during which the Service Provider is authorized to implement the Project and to operate the Project Facilities in accordance with the provisions hereof. For the avoidance of doubt, the Concession Period shall include the Arrangement Period.

- a) In the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the

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Termination;

- b) At the end of the Concession Period or sooner Termination of this Agreement for any reason whatsoever, all rights given under this Service Agreement shall cease to have effect and the Project Site, Project Facilities and the Project Assets shall revert to the Authority.

3.1.4 **Concession Fee**

In consideration of the grant of Concession, the Service Provider shall pay to the Authority the sum of Re. 1(hereinafter referred to as the "**Concession Fee**") per annum to the Authority.

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ARTICLE 4: CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the “**Conditions Precedent**”).

4.1.2 The Service Provider may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 30(thirty) days from the Effective Date or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 15 (fifteen) days of the said notice or such longer period not exceeding [30] [(thirty)] days as may be specified therein. The Conditions Precedents required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

- a. provided all reasonable support upon request, to the Service Provider, in obtaining all approvals and Applicable Permits;
- b. earmarked and provided space for parking the MMUs;

4.1.3 The Conditions Precedent required to be satisfied by the Service Provider prior to the Appointed Date within 30 days from the Effective Date shall be deemed to have been fulfilled when:

- a) Service Provider shall have provided Performance Security in terms of Article 9 of this Agreement. For the avoidance of doubt, it is clarified and agreed that the Service Provider is required to provide the Performance Security within 30 days of signing of this Agreement;
- b) Service Provider shall have obtained all such Applicable Permits unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Applicable Permits are and shall be kept in full force and effect for the relevant period during the subsistence of this Agreement;
- c) The Service Provider shall have been granted all Government clearances and permits, certificate to operate MMU from competent authority under the Applicable Laws;
- d) In the event of Service Provider seeking debt, certified true copies of all Project Agreements, in particular, the Financing Documents as well as the shareholders funding Agreement among the Consortium partners have been delivered by the Service Provider to the Authority;

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- e) The Authority shall have received the financing arrangement plan;
- f) The Authority shall have received from the Service Provider copies (certified as true copies by an authorized officer of the Service Provider) of the constitutional documents of the Service Provider;
- g) The Authority shall have received copies (certified as true copies by a Director of the Service Provider) of all resolutions adopted by the Board of Directors of the Service Provider authorizing the execution, delivery and performance by the Service Provider of this Agreement and each of the Project Agreements;
- h) The Authority shall have received from the Indian legal counsel of the Service Provider a legal opinion with respect to the Authority of the Service Provider to enter into this Agreement and the Project Agreements and the Financing Documents and the enforceability of the provisions thereof;
- i) executed and procured execution of the Substitution Agreement (if any);
- j) fulfil the conditions precedents for Financial Close or submit financing plan and
- k) delivered to the Authority from the Selected Bidder, confirmation of the correctness of the representations and warranties, set forth in Sub-Clause (j) (k) and (l) of Clause 7.1 of this Agreement.

Any of the conditions precedent set forth in Clause 4.1.3, save and except condition of (c) thereof, may be waived fully or partially by the Authority at anytime in its sole discretion.

4.1.4 Obligations to satisfy Condition Precedents

- a) The Service Provider and the Authority shall make all reasonable endeavours to procure the satisfaction in full of the Conditions Precedent set out in Clause 4.1.2 and Clause 4.1.3 above. The Service Provider and the Authority shall make all reasonable endeavours to procure fulfillment of the conditions set forth in Sub-clause (c) of Clause 4.1.3. Each Party shall bear its respective cost and expense of satisfying such Condition Precedent.
- b) Upon satisfaction of all Conditions Precedent by the Service Provider, the Authority shall forthwith declare the Appointed Date.
- c) The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

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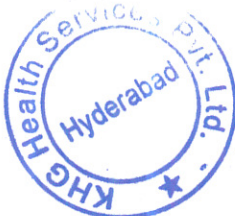
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4.2 Deemed Termination upon Delay

4.2.1 In the event that (i) the Service Provider does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 30 (thirty) days from the Effective Date, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to 20% (twenty percent) of the Performance Security, and upon reaching such maximum, the Authority may, in its sole discretion, terminate the Agreement.

4.2.2 Without prejudice to the provisions of Clause 4.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within 280 days from the Effective Date or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Service Agreement shall be deemed to have been terminated unless further extended by the Authority by mutual Agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.

Without prejudice to and notwithstanding anything to the contrary set out in the foregoing, the Parties may by mutual Agreement in writing, instead decide to extend the time for fulfilling the Conditions Precedent.

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ARTICLE 5: OBLIGATIONS OF THE SERVICE PROVIDER

5.1 Obligations of the Service Provider

5.1.1 It is expressly agreed that the Service Provider shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other Agreement, and no default under any Project Agreement or Agreement shall excuse the Service Provider from its obligations or liability hereunder.

The Service Provider shall at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the following:

- a) make, or cause to be made, necessary applications to the relevant Authority instrumentalities with such particulars and details, as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;
- b) perform its obligations under this Agreement and notify to Authority forthwith the occurrence of Financial Close (if applicable);
- c) submit to the Authority certified true copies of each of the Project Agreements within 7 (seven) days of their execution;
- d) The Service Provider shall not make any addition, replacement or amendments to any of the Project Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Service Provider shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Service Provider.
- e) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project;
- f) support, cooperate with and facilitate the Authority in execution of the Project Agreement, implementation and operation of the Project in accordance with the provisions of this Agreement
- g) provide to Authority reports on regular basis during the ArrangementPeriod and the Operations Period in the form and manner set forth in this Agreement and Schedule 'I';

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- h) obtain and maintain in force on and from the Appointed Date all insurance in accordance with the provisions of this Agreement and Good Industry Practice;
- i) undertake debt service payments in accordance with the financing documents;
- j) ensure and procure that each Project Agreement contains provisions that entitle Authority to step into such Agreement in its discretion in place and substitution of the Service Provider in the event of Termination or Suspension of this Agreement on account of default or breach by the Service Provider;
- k) appoint, supervise, control the activities of Contractors under their respective Project Agreements as may be necessary;
- l) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Service Provider's obligations under this Agreement;
- m) comply with all Applicable Permits and Applicable Laws in the performance of the Service Provider's obligations under this Agreement including those being performed by any of the Contractors;
- n) develop, implement and administer a safety program for the Project, the users thereof, and the Contractors personnel engaged in the provision of any services under any of the Project Agreements including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with the provisions of this Agreement, Applicable Laws and Good Industry Practice;
- o) indemnify the Authority against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Service Provider in connection with the performance of its obligations under this Agreement; and
- p) not do or omit to do any act, deed or thing which may in any manner be violate any of the provisions of this Agreement; and
- q) Notwithstanding anything to the contrary contained in this Agreement, the Service Provider shall not in any manner create an Encumbrance on any Project Asset without prior written approval of the Authority

5.2

Subject to the terms and conditions of this Agreement the Service Provider shall at its cost and expense:

- a) undertake the design, financing, procurement, marketing, administration, management, operation and maintenance of all the components of the Project

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in accordance with this Agreement.;

operate and maintain MMU as per Key Performance Indicator for the purposes of this Agreement;

- b) procure, stock and maintain inventories and shall keep such records/charts of inventories at Project's district office to be compulsorily established in each district listed in Schedule-A at all times during the currency of this Project. Service Provider shall ensure at least one-month buffer stock for medicines and consumables;
- c) undertake IEC (Information, Education and Communication)/IPC (Inter Personal Education) activities, promotion and advertisement of the Project to create mass awareness among the people it serves and thereby increase uptake of services provided under the Project. Service Provider shall prepare the IEC material and plans and take approval of Authority for its execution. Service Provider shall prepare 30 minute audio-video clip incorporating various AV materials available with the department. IEC audio video clip should run continuously in each MMU during the Trip for service window period (6 hours) on LED screen to create awareness and promote adoption of better health related practices;
- d) ensure adherence to SOPs, Fire Safety Guidelines, Bio-Medical waste management guidelines and all other applicable guidelines;
- e) ensure that each item is stored in proper and efficient manner as per standard norms to ensure efficient usability of the same;
- f) ensure safety & security of the MMU, including major and minor maintenance, servicing and replacement of spares and equipment's and staff engaged for the purpose of the Project;
- g) maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by the Authority;
- h) cooperate with and provide with all the requisite information and details regarding the Project as may be required by the Authority or any other designated representative of the Authority;
- i) provide or arrange for power, water, sanitation, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of operation and maintenance of the Project/Project Facilities and be in compliance to the requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practice.




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- j) provide online access information on MMU activities to the office of the Principal Secretary (Medical, Health and Family Welfare), Mission Director - National Health Mission and Director General – Family Welfare with one screen each for real time monitoring;
- k) ensure the hardware and software being used for the Project is up-to-date at all times, to ensure optimum services;
- l) immediately inform the Authority in writing, in the event of any repair or other factors affecting the MMUs or the non-availability of any other Project Facility or manpower deputed for any MMU Site, and shall make adequate and sufficient arrangements for alternate MMU Vehicles, Project Facility or manpower of similar or improved quality;
- m) liaison and ensure meetings with local ASHA, ANM, NHNSC, for every MMU service point for each block PHC/CHC, at least once in a quarter, in each block of the existing districts of the State for proper coordination, promotion, and awareness of Mobile Medical Units;
- n) on expiry of the Concession Period or upon termination, within a maximum period of 30 days, handover the software, server, patient data, entire database in appropriate hard disk / server in a readable and workable condition with all rights such as admin, read and write, any insurance which is effective, vacant sites earmarked for MMU, in a working, safe and serviceable condition to the satisfaction of the Authority. In the event, the Service Provider fails to handover the above mentioned assets, the Authority may invoke the Performance Security to recover the cost of such works or any delay in handing over or loss of database related to MMU.
- o) in event any MMU Vehicle has completed its life, as per present guidelines of transport department i.e. vehicle on which total cumulative spend on overhaul / reparation / restoration has exceeded the limit of 65 % of the cost of new vehicle or any MMU vehicle which has travelled more than 4.5 Lac Kms, the MMU- SP shall replace such vehicle with a new one within 60 (Sixty) days of detection and reporting of such expiry of vehicle. Any changes in the guidelines of transport department pertaining to life of such vehicle in future shall be constituted as the part of this Agreement. In event of any vehicle with irreparable damage, i.e. on which cumulative spend on repairs is envisaged to exceed 65 % of the cost of new vehicle, the MMU-SP shall ensure that a substitute MMU (having standards similar but not inferior as of the MMU which has been damaged) is promptly put into service and the defective/irreparable MMU is replaced with a new one within 60 (Sixty) days of detection and reporting of such damage; and

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p) procure new MMUs for this Project.

5.3

The Service Provider shall, before commencement of Operation (COD) of the Project

- a) procure, fabricate (after taking approval of design from the Authority), equip, operate and maintain all vehicles in terms of Schedule B & D and other terms as prescribed in this Agreement;
- b) setup a centralized control room (CCR) and a storage facility including but not limited to store call records of CCR and any other associated/related facilities;
- c) procure, develop, operate and maintain such requisite medical and other general equipment, hardware and software necessary for effective implementation of the Project as per the specification contained in Schedule D of this Agreement;
- d) appoint, hire, train appropriate number of qualified personnel for MMUs and CCRs as prescribed under Schedule B of this Agreement;
- e) develop suitable solution including computer technology, legally valid Geographic Information Systems (GIS), Geographical Positioning Systems (GPS)/General Packet Radio Service (GPRS), MMU IT Application;
- f) ensure that all the MMUs should be equipped with valid up-to-date GIS and GPS/GPRS system and a real time monitoring of MMU's shall be displayed on Project website under the page of every district;
- g) develop and provide the application software for the Project and the hardware components;
- h) develop Project website with login access to identified government officials (State, District & Block level). The website shall also provide various reports which may be useful at different levels and shall have consolidated Project status dashboard;
- i) have requisite organization, set up State level office & office in each district and designate and appoint a Project manager and such other managers, officers and representatives as it may deem appropriate to supervise the Project and to deal with the Authority Representative and be responsible for all necessary exchanges of information required pursuant to this Agreement; and
- j) undertake, do and perform such acts, deeds and things as may be necessary or required for Project implementation and operation under and in accordance with this Agreement.

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- 5.4** The Service Provider shall submit to the Authority the drafts of all Project Agreements, or any amendments or replacements thereto, for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Service Provider within 30 (thirty) days of the receipt of such drafts. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Service Provider shall submit to the Authority a true copy thereof, duly attested by a Director of the Service Provider, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that no review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Service Provider of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner whatsoever.
- 5.5** The Service Provider shall, at all times, afford access to the Project Assets, Project Facilities, MMUs and control room to the Authorized representatives of Authority, Senior Lenders, and the independent engineer/auditor and to the persons duly Authorized by any Governmental Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project and to investigate any matter within their authority and upon reasonable notice, the Service Provider shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions with minimum disruption to the operation and maintenance of the Project.
- 5.6** **Employment of foreign nationals**
The Service Provider acknowledges, agrees and undertakes that employment of foreign personnel by the Service Provider and/or its Contractors and their Sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Service Provider and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Service Provider or any of its Contractors or Sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Service Provider from the performance and discharge of its obligations and liabilities under this Agreement.
- 5.7** **Employment of trained personnel**
The Service Provider shall ensure that it shall appoint and recruit prescribed number of qualified personnel and shall also ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.

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5.8 Intentionally left blank**5.9 Branding of the Project**

The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Service Provider or its shareholders. The Service Provider undertakes that it shall not, in any manner, use the name or entity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders, save and except as may be necessary in the normal course of business.

The Service Provider shall display at all times promotional material and/or messages on the MMU as maybe directed or approved by the Authority.

5.10 Service Provider's Representative

- a) The Service Provider's Representative shall be the person so designated by the Service Provider. If at some point of time the Service Provider is unable to provide the services of the person named the Service Provider's Representative, and then it shall notify the Authority its reasons for this, and thereafter, provide a substitute person who can be the Service Provider's Representative.
- b) The person named as the Service Provider's Representative under this Service Agreement shall be a qualified and competent person having previous experience in a similar capacity in works comparable to the Project. Prior to appointment of the Service Provider's Representative, the Service Provider shall also submit the curriculum vitae of the person it proposes to appoint, detailing in particular the relevant project experience, and shall intimate in writing to the Authority, of the appointment of the Service Provider's Representative.
- c) The Service Provider's Representative shall be exclusively employed or engaged by the Service Provider to give his whole time to directing the preparation of the implementation documents, the execution of the works, and operation and maintenance of the Project. Except as otherwise stated in the Service Agreement, the Service Provider's Representative shall receive on behalf of the Service Provider all notices, instructions, consents, approvals, certificates, determinations and other communications under the Service Agreement. Whenever the Service Provider's Representative is to remain absent from the Project Site for a continuous period in excess of 14 (fourteen) days, a suitable replacement Person shall be appointed with the Authority's consent
- d) The Service Provider's Representative may delegate, while retaining his prime responsibilities, any of his powers, functions and authorities to any competent Person, and may at any time revoke any such delegation. Any such

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delegation or revocation shall be in writing and shall not take effect until the Authority has received prior written notice signed by the Service Provider's Representative, specifying the powers, functions and authorities being delegated or revoked. Service Provider's Representative shall notify in writing to the Authority the names, duties and scope of authority of such Persons. Any instructions given to any of them shall be deemed to have been given to the Service Provider's Representative. Any such delegation shall not relieve the Service Provider's Representative of its obligation and duties under this Agreement.

5.11 Shareholding Lock-in

- 5.11.1 The Service Provider confirms that the Lead Member and each of the other members together with their Associates whose experience has been evaluated for the purposes of the RFP shall comply with the shareholding pattern submitted along with its technical proposal, for a period of 2 (two) years from COD of the Project, and thereafter till repayment of entire Mobilization Advance.
- 5.11.2 Any transfer of such share capital after such Lock-in Period shall require the prior written approval of the Authority, which shall not be unreasonably denied. Provided, nothing contained in this sub-section shall preclude or prevent pledge of the Consortium's shares in the Service Provider in favour of Lenders as security for the Financial Assistance and enforcement thereof in accordance with this Agreement and/or the Financing Documents;
- 5.11.3 At no stage shall any change in the shareholding pattern shall be made in the Service Provider without obtaining prior approval from the Authority. On an application made for the purpose, the Authority may permit the change of Equity components/ shareholding patterns, and such permission shall not be unreasonably rejected or withheld, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority and any of the confirming authorities. However, no such change in the shareholding pattern shall be permitted by the Authority, which would make the Consortium Members or Associates or the Service Provider non-compliant with sub-clauses above.

5.12 Obligations relating to Change in Ownership

- 5.12.1 The Service Provider shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority;
- 5.12.2 Notwithstanding anything to the contrary contained in this Agreement, the Service Provider agrees and acknowledges that:
- all acquisitions of Equity by an acquirer, either by himself or with any Person acting in concert, directly or indirectly, including by transfer of the direct or

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indirect legal or beneficial ownership or control of any Equity, in aggregate of 25% (twenty five per cent) or more of the total Equity of the Service Provider; or

- b) acquisition of any control directly or indirectly of the Board of Directors of the Service Provider by any person either by himself or together with any person or persons acting in concert with him shall constitute a Change in Ownership requiring prior approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf being final, conclusive and binding on the Service Provider, and undertakes that it shall not give effect to any such acquisition of Equity or control of the Board of Directors of the Service Provider without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Service Provider from any liability or obligation under this Agreement.

For the purposes of this Clause 5.12.2:

- (i) the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Service Provider;
- (ii) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Service Provider; and
- (iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situate in India or abroad) the Equity of the Service Provider, not less than half of the directors on the Board of Directors of the Service Provider or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the Equity of the Service Provider shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Service Provider.

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5.13 Labour and Other Statutory Compliance

The Service Provider shall in respect of employees/workers employed by it either directly or through any of its sub-contractors for execution of the works, comply with all Applicable Laws for such employment, including but not limited to, Contract Labour Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Compensation Act, 1923. The Service Provider shall provide and maintain all necessary accommodation and welfare facilities etc. for its respective personnel and workers/employees of its sub-contractors in accordance with the Applicable Laws.

Department of Medical, Health & Family Welfare, UP

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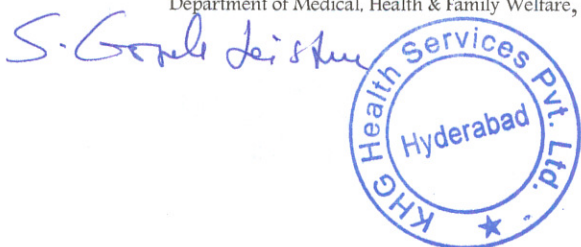


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ARTICLE 6: OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

- 6.1.1 The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 6.1.2 The Authority agrees to provide support to the Service Provider and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Laws, the following:
- promote public awareness about Project Facilities through various State agencies and departments on the uptake of MMU services;
 - ensure that a designated space shall be provided and facilitated to park the MMU Vehicle;
 - instruct the district health society to provide all necessary assistance to the Service Provider and coordinate the smooth implementation and operation of the Project in the respective District;
 - constitute a committee to provide policy direction, assistance and regulations for the implementation and operation of the Project;
 - The Authority shall be responsible for providing the medicines to the Service Provider as per the need and the same shall be facilitated at district level by the office of the CMO. In the event, Authority is unable to provide the medicine, the Service Provider shall procure the medicine and Authority shall reimburse for such medicine as per the applicable rate contract issued by the Authority from time to time for procuring medicine.
 - On receipt of written communication from the Service Provider regarding achievement of each phase of the Project (as stated in Schedule C), the Authority shall within 15 (fifteen) days from the date of receipt of such communication, verify and issue a certificate for completion of each phase to the Service Provider.
 - procure that no barriers are erected or placed on or about the Project by any Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security, law and order;
 - not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;
 - upon written request from the Service Provider, and subject to the Service Provider complying with Applicable Laws, provide reasonable support and assistance to the Service Provider in procuring Applicable Permits required



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from any Government Instrumentality for implementation and operation of the Project;

- j) upon written request from the Service Provider and subject to the provisions of Clause 5.6, provide reasonable assistance to the Service Provider and any expatriate personnel of the Service Provider or its Contractors to obtain applicable visas and work permits for discharging their respective obligations under this Agreement and the Project Agreements;
- k) ensure that, guidelines for unserved and underserved areas and identification of MMU site plan should be prepared by Director General Medical Health(DGMH) and shared with District CMO's and District Health Societies. Any deviation from the guidelines/site plan shall be liable for penalties and shall not be allowed unless approved by DGMH or any designated official in writing;
- l) may deploy ASHA and ANM workers to facilitate registration of patients, create awareness and monitor the MMUs;
- m) ensure that, medicines shall be available at the CMO's office at all times;
- n) observe and comply with its obligations set forth in this Agreement.
- o) direct public health facilities to support the Service Provider in implementing the Project; and
- p) instruct CMOs to designate ASHA / ANM worker for each MMU in their respective districts.

6.2 Obligations relating to Re-financing

Upon request made by the Service Provider to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government or the Reserve Bank of India, as the case may be, permit and enable the Service Provider to secure refinancing, in whole or in part, of the debt due on such terms as may be agreed upon between the Service Provider and the entity providing such refinancing; provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. For the avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Service Provider, but the repayment thereof shall be completed no later than 1 (one) year prior to expiry of the Concession Period.

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ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Service Provider

The Service Provider represents and warrants to the Authority that:

- a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d) Along with its Associates, it has the financial standing and capacity to undertake the Project;
- e) The obligations of the Service Provider under this Agreement will be legally valid, binding and enforceable against it in accordance with the terms hereof;
- f) It is subject to laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g) All the information furnished in the Bid is, and shall be, true and correct as on the Appointed Date and true, correct and accurate in all respects;
- h) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Memorandum and Articles of Association of any member of the Consortium or any Applicable Laws or any covenant, Agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
- i) There are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

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- j) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any Material Adverse Effect or impairment of the Service Provider's ability to perform its obligations and duties under this Agreement;
- k) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
- l) It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.12 and that the Consortium Members, whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Proposal, shall hold at least, as specified below, during the Concession Period and together with their Associates:

Name of Consortium Member	Equity Share in Project SPV/ % contribution as equity in capital investment
Kria Healthcare Private Limited	60%
SSG UK Ambulance Academy Limited	40%

Provided further that any such request made under Sub-Clause 1 of Clause 7.1, at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Lenders;

- m) The Consortium Members and their Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- n) Each Consortium Member was and is duly organised and existing under the laws of the jurisdiction of its incorporation and has full power and authority to consent to and has validly consented to and requested Authority to enter into this Agreement with the Service Provider pursuant to the LOA and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- o) All rights and interests of the Service Provider in and to the Project shall pass to and vest in Authority on the Transfer/ Termination Date free and clear of all liens, claims, and Encumbrances without any further act or deed on the part of the Service Provider or Authority and that none of Project Assets including materials, supplies or equipment forming part thereof shall be

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acquired by the Service Provider subject to any Agreement under which a Security Interest or other lien or Encumbrance is retained by any person save and except as expressly provided in this Agreement;

- p) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to Authority, or to any Governmental Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- q) It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith.
- r) all information provided by the Consortium Members in response to the Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- s) all undertakings and obligations of the Service Provider arising from the Request for Proposals or otherwise shall be binding on the Service Provider as if they form part of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Service Provider that:

- a) Authority is duly organised and validly existing under the laws of India;
- b) Authority has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c) Authority has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- d) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;
- f) To the best of the Authority's knowledge and belief, there are no actions, suits, proceedings or investigations pending against it, at law or in equity,

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before any court or Governmental Authority, the outcome of which may result in the breach of or constitute a default of the authority under this Agreement, or constitute a default of the Authority under this Agreement, which may result in the Termination of the Agreement or result in impairment of the Authority's ability to perform its obligations and duties under this Agreement.

- g) it has complied with Applicable Laws in all material respects; and
- h) it has the power and authority to grant a license in respect thereto to the Service Provider.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

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ARTICLE 8: DISCLAIMER

8.1 Disclaimer

- 8.1.1** The Service Provider acknowledges that prior to the execution of this Agreement, the Service Provider has, after a complete and careful examination, made an independent evaluation of the RFP, Scope of the Project, Specifications and Standards, Key Performance Indicators, site conditions, local conditions, and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 7.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Service Provider confirms that it shall have no claim whatsoever against the Authority in this regard;
- 8.1.2** The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider or any person claiming through or under any of them;
- 8.1.3** The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable;
- 8.1.4** In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4, shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Service Provider pursuant to this Agreement;
- 8.1.5** Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Service Provider and the Authority shall not be liable in any manner for such risks or consequences thereof.

8.2 Deemed Knowledge and Disclaimer

Subject to the provisions of this Agreement, the Service Provider shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the financing, procurement completion, maintenance,

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operation, and management of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Service Provider shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, the Authority and/or any of their agencies other than in respect of those matters in respect of which express provision is made in this Agreement.

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ARTICLE 9: PERFORMANCE SECURITY

9.1 Performance Security

The Service Provider shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 days from the Effective Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 2,55,00,000/- (Rupees Two Crore Fifty Five Lakh) valid upto post 6 (six) months of operationalization of all 170 MMUs in the state. The Service Provider shall submit Performance Security for Rs. 1,30,00,000 (Rupees One crore thirty lakhs only) before one month of expiry of earlier Performance Security valid up to 6 months post expiry of Concession Period in the form set forth in **Schedule E** (the "Performance Security"). Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider. No interest shall be payable by the Authority against the Performance Security. The Selected Bidder/Service Provider shall keep the Performance Security, valid at all times during the stipulated period and renew it 30 (thirty) days prior to the expiry of its validity, as applicable;

9.2 Appropriation of Performance Security

9.2.1 In the event of the Service Provider being in default in the due and faithful performance of its obligations under this Agreement and failing to remedy such default within the Cure Period, the Authority shall without prejudice to its other rights and remedies hereunder be entitled to encash and appropriate the Performance Security as Damages for such default. Upon such encashment and appropriation of the Performance Security, Authority shall grant a period of 15 (fifteen) days to the Service Provider to provide fresh Performance Security and the Service Provider shall within the time so granted furnish to Authority such Performance Security failing which Authority shall be entitled to terminate this Agreement under clause 23.1.

9.2.2 Notwithstanding anything to the contrary contained in clause 9.2.1, upon furnishing of fresh Performance Security in accordance with clause 9.2.1, the Service Provider shall be granted an additional period of 60 (Sixty) days as Cure Period for remedying the defaults and complying with his obligations under this Agreement. In the event of the Service Provider continuing to be in breach of the provisions of this Agreement after such Cure Period, Authority shall be entitled to terminate this Agreement under the provisions of Clause 23.1.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect by the Service Provider, throughout the Concession Period and subject to the Clause 9.2, shall be released after 90 (ninety) days of Transfer Date in accordance with this

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ARTICLE 10: CHANGE OF SCOPE

10.1 Change of Scope

10.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project or reduction in services as contemplated by this Agreement (the "**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 10 and the costs thereof shall be borne by the Service Provider.

10.1.2 If the Service Provider proposes at any time that a Change of Scope is required for providing safer and improved services to the Users/ public, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within 15 (fifteen) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefor in accordance with this Article 10 or inform the Service Provider in writing of its reasons for not accepting such Change of Scope, which decision of the Authority shall be final and binding.

10.2 Procedure for Change of Scope initiated by Authority or Service Provider

10.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Service Provider a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

10.2.2 Upon receipt of a Change of Scope Notice, the Service Provider shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support thereof;

10.2.3 Upon receipt of information set forth in Clause 10.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Service Provider, and the Parties shall, thereupon make good faith efforts to agree upon the time for implementation thereof. Upon reaching an Agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Service Provider to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Service Provider to proceed with the performance thereof;

10.3 Payment for Change of Scope

The Service Provider shall, after commencement of services, present to the Authority bills for payment in respect of the services, in accordance with terms of this Agreement.

10.4 Change in Number of MMU shall not be Change of Scope

Notwithstanding anything said elsewhere in this Agreement, modifications in the number of MMUs shall not be construed as change in scope. Authority shall

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modify the payment to the Service Provider on pro-rata basis in case of any change in the number of MMUs proposed by the Authority.

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ARTICLE 11: MMU SERVICES

11.1 From the COD, the Service Provider shall perform all MMU Services in accordance with the provisions of this Agreement

11.2 Damages for breach of MMU Services

Save and except as otherwise expressly provided in this Agreement, in the event that the Service Provider fails to provide uninterrupted MMU Services in accordance with this Agreement, Specification and Standards, Key Performance Indicators and Good Industry Practice, 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 for each day of delay until the breach is cured, and the damages payable by the Service Provider on a per day basis shall be at 0.1% of the Performance Security. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. For avoidance of doubt, it is clarified that the provisions of Clause 11.2 shall not be applicable for any Key Performance Indicators (KPIs) expressly specified in **Schedule F** of this Agreement.

11.3 Overriding powers of the Authority

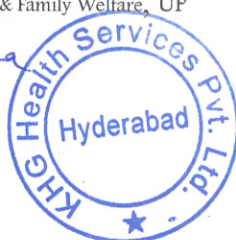
11.3.1 If in the reasonable opinion of the Authority, the Service Provider is in material breach of its obligations under this Agreement and, in particular, the Specifications and Standards and Key Performance Indicators, and such breach is causing or likely to cause the disruption in the uninterrupted Service or the Service not being available for use, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Service Provider to take reasonable measures immediately for rectifying the defect with respect to the MMU Services and/or remedy the breach of the obligation, as the case may be.

11.3.2 In the event that the Service Provider, upon notice under Clause 11.3.1, fails to rectify or remove the defect in the MMU Services within a reasonable period, the Authority may exercise overriding powers under this Clause 11.3.2 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 from the Service Provider or set off from Service Fee, in accordance with the provisions of Clause 11.2 along with the Damages specified therein.

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- 11.3.3 In the event of a national emergency, civil commotion or any other act specified in Clause 21.3, the Authority may take over the performance of any or all the obligations of the Service Provider to the extent deemed necessary by it or as directed by the Authority, and give such directions to the Service Provider as may be deemed necessary;

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 in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, the consequences of such action shall be dealt with in accordance with the provisions of Article 21 (Force Majeure).

11.4 Excuse from performance of obligations

- 11.4.1 The Service Provider shall not be considered in breach of its obligations under this Agreement if the MMU Services are not available for use on account of any of the following for the duration thereof:

- (a) an event of Force Majeure;
- (b) compliance with a request from the Authority or the directions of any Government Instrumentality.

11.5 Key Performance Indicators

- 11.5.1 Please refer Schedule F for Key Performance Indicators (KPIs)

- 11.5.2 Without prejudice to the obligations specified in this Agreement, the Service Provider shall provide MMU Services such that it achieves or exceeds the performance indicators specified in this Article 11 and **Schedule F** (the "**Key Performance Indicators**");

- 11.5.3 Biometric attendance is mandatory for manpower / staff to be deployed at each MMU and to the extent possible for patients, which is to be linked with Aadhar card. If number of patients per day and manpower deployed at each MMU are in line with the requirement of the terms of this Agreement, no further scrutiny / inspection will be required for processing the payment to the Service Provider. To affect this provision, Service Provider shall have to set up biometric attendance mechanism in the MMUs. For avoidance of doubt no patient shall be denied for any services in absence of Aadhar card. In such cases, authentication shall be done with mobile no. / PAN etc.

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ARTICLE 12: OPERATION AND MAINTENANCE

12.1 O&M obligations of the Service Provider

12.1.1 During the Concession Period, the Service Provider shall operate and maintain the Project in accordance with terms of this Agreement, the Manufacturer Manual and Good Industry Practice for the purpose of providing uninterrupted MMU Services. The obligations of the Service Providers shall include:

- (a) Ensuring safe, smooth and uninterrupted operation of MMU Services;
- (b) providing round-the-clock response to emergencies/issues arising with respect to the performance of the MMUs, as per the Specification and Standards and Key Performance Indicator as set forth in **Schedule F** of this Agreement during normal operating conditions;
- (c) ensuring that MMU Services are available to the Users/public without any discrimination or without any charges being levied from the Users/public;
- (d) ensuring that, guidelines for unserved and underserved areas and identification of MMU site plan prepared by DGMH and District CMO's and District Health societies should be strictly followed and medicines shall be obtained from the office of Chief Medical Officer in accordance with the clause 6.1.2(e);
- (e) undertaking routine maintenance to ensure undisrupted operation of the MMU Vehicles and equipment for the MMU Services;
- (f) adhering to the guidelines issued by Government of Uttar Pradesh from time to time with respect to the MMU Services, if any;
- (g) maintaining the following records:
 - (i) case register-This register should contain information about Patients information, tests conducted on the patient, a copy of prescription issued by the government medical practitioner should also be kept for record, treatment suggested to Patients;
 - (ii) record of discontinuity of services at Service Provider's end; and
 - (iii) log book of discontinuity of services at facility end;
- (h) recruiting and managing all personnel and bear all responsibilities and liabilities (including towards salaries) as per Applicable Law in India;
- (i) procuring and maintaining adequate inventory of all spares. The Service Provider shall procure only the best quality spares, which would be subjected to periodic inspection by the representatives of the Authority at its discretion;
- (j) abiding by the existing policies/ applicable statutory guidelines of the Authority and undertaking all statutory responsibilities;
- (k) ensuring that the respective site staff are adequately trained in relation to the safe and competent handling of MMU during the Concession period;
- (l) Operating and maintaining a Centralised Command Centre (State office), District offices, with qualified and trained personnel as prescribed in

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Schedule B;

- (m) maintaining a public relations unit at the call centre at CCR to interface with and attend to suggestions/grievances from patients, visitors, staff, government agencies, media and other agencies;
- (n) adhering to plan floated by the Authority for positioning of MMUs;
- (o) providing two images of MMU along with all staff at Service Point to the MOIC and shall take the print out (two copies) of the entire patient record list for the day and shall get it verified by:
 - i. representative of block level MOIC (an ANM / health representative/ any block level employee) who will make a visit to MMU Service Point on the day of MMU visit;
 - ii. Gram Pradhan / Sabhasad /their representative; and
 - iii. Representative of Service Provider.
 one signed copy of patient record list will be submitted to MOIC by ANM and one signed copy will be kept with Service Provider for their records.
- (p) maintenance of all communication, control and administrative systems necessary for the efficient functioning and maintenance of the MMU equipment; and
- (q) complying with Safety Requirements in accordance with Article 13.

12.2 The Service Provider guarantees that the all the procurement, fabrication, equipment of MMU vehicles, recruitment and training of personnel shall be achieved in accordance with the terms set forth in this Agreement on a date not later those specified as Project Milestones from the Appointed Date (**the "Scheduled Project Implementation Date"**). It is hereby clarified that 24 weeks as set-forth in Schedule C from the Appointed Date shall be the Scheduled Project Implementation Date.

12.3 In the event that the Project complies with Specifications and Standards and other specification related to procurement, fabrication, equipping of MMU and recruitment and hiring of medical personnel, the Service Providers shall submit a compliance report to the Authority for information. The Authority may, if required, conduct an inspection of the Project Asset. On finding the aforesaid report satisfactory, the Authority shall issue a notice to the Service Provider (the "**Commencement Notice**").

12.4 Upon receipt of a Commencement Notice and any other Applicable Permits, the Service Provider may commence commercial operation of the Project (the "**COD**" or **Commercial Operation Date**").

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ARTICLE 13: SAFETY REQUIREMENTS

13.1 Safety Requirements

- 13.1.1 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 Users and other persons present at the Project sites. In particular, the Service Provider shall develop, implement and administer a surveillance and safety program for providing a safe environment on or about the Project and shall comply with the safety requirements (the “**Safety Requirements**”).

13.2 Expenditure on Safety Requirements

- 13.2.1 All costs and expenses arising out of or relating to Safety Requirements shall be borne by the Service Provider.

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ARTICLE 14: MONITORING OF OPERATION AND MAINTENANCE

14.1 Periodic status reports

- 14.1.1 The Service Provider shall during the Concession Period, furnish to the Authority a report, setting forth the details provided in Clause 14.1.2, no later than 7 (seven) days after the end of each month and as and when requested by the Authority.
- 14.1.2 The report specified in Clause 14.1 shall state in reasonable detail the compliance of the Project with all the Key Performance Indicators specified in Clause 11.5 and Schedule F, as per the provisions of Schedule-I along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the Project.

14.2 Periodic Review

- 14.2.1 Quarterly review of performance and observance of terms & conditions including quality tests shall be carried out by a committee appointed by the Authority.
- 14.2.2 Notwithstanding anything contained in clause 14.2.1, the Authority shall have the right to review/inspect at any time as it may deem fit, the working and management of the Project. The Service Provider shall facilitate and provide assistance to the officers of the Authority for such inspection.

14.3 Review

The review of services being provided by the Service Provider under this Agreement shall be undertaken in the manner hereinafter provided:

14.3.1 State Level

- (a) The Executive Committee (EC) of State Health Society, National Health Mission, Uttar Pradesh will review the services of the Service Provider on a quarterly basis. A separate agenda will be put-up before EC for decision on the implementation issues and bottlenecks with regard to the services under Mobile Medical Units Project. The EC will address implementation bottlenecks and shall be the final authority to consider any revision arising out of changes in the policy, structure of the services, rational re-positioning of the MMU etc.
- (b) The Director General, Medical & Health services U.P will monitor and review the services of the Service Provider under this Agreement on a monthly basis and will require the Service Provider to be responsible for the smooth implementation of the Mobile Medical Units project.

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- (c) The Director General, Medical & Health services U.P will be responsible for creating Project Management Unit (PMU) which will include all the relevant officers as members of the committee. The PMU will be responsible for smooth implementation of the project as well as effective monitoring and supervision.

14.3.2

District Level:

- (a) District Health Society (DHS) under the Chairmanship of District Magistrate will review the services of Service Provider under this Agreement in the district on a monthly basis and may submit recommendations to EC for the approval/directions.
- (b) The Chief Medical Officer of the respective District will be responsible for the smooth implementation of the Mobile Medical Units and review and verify the services of the Service Provider under this Agreement on a monthly basis.
- (c) The Service Providers shall ensure their appropriate representation during the review meetings if asked by the Authority.
- (d) MMU Services Points for route plan of each MMU shall be defined by Service Provider in consultation with the CMO and should be approved by DHS.
- (e) MOIC of PHC and Superintendent of CSC will provide their support to Service Provider for smooth implementation of the project.
- (f) MMU Service Points (along with MMU nodal villages and nearby habitations) should be determined by MOIC through a thorough mapping exercise. Identified service point will be shared with CMO. CMO will obtain the approval of DHS.
- (g) CMO shall provide two-month schedule of the MMU service point's route plan to Service Provider in advance and the same will be displayed at each MMU. MMU service point's route plan will be prepared by MOIC and shared with CMO. CMO will obtain the approval of DHS. Blocks may be updated by DHS every two month.

14.3.3

Block Level:

- (a) The Medical Officer In-charge of the Block PHC would be the nodal officer for Mobile Medical Units Project at its Block. The Medical Officer In-charge will assist the DHS in monitoring and supervision of NMMU

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project service to be provided by the Service Provider under this Agreement. The Medical Officer In-charge will also ensure coordination between various health officials and ASHAs and the Service Provider.

(b) The Role of ASHA and VHSNC in MMU's is as follows –

- I. Generate awareness regarding the availability of MMU, service provided, frequency of visit and schedule of MMU.
- II. Mobilization through home visits and VHSNC meetings
- III. Disseminate IEC in coordination with MMU staff and ANM/AWW.
- IV. Identify Community groups /patients who would particularly benefit from the services of MMU.
- V. It is important for ASHAs to have clarity on how to assist the service user to choose between SC/PHC/MMU as site of referral based on what the referral is for, where there is greater assurance of service and which is more convenient to access.
- VI. To undertake preliminary screening or bring in suspected case of chronic diseases- e.g. TB, Blindness, HIV, Leprosy, diabetes, Hypertension, asthma, epilepsy, childhood disability, severe malnutrition.
- VII. To ensure regular follow up of patients who are on long term treatment for chronic diseases.
- VIII. To enable easy access of referral services in emergency cases.
- IX. VHSNC should function as organizer of village level activities of MMU visit.
- X. VHSNC members should help ASHAs/ANMs in mobilization of patients to access services from MMU.
- XI. Monitor patient registration at MMU level through ASHA / ANM or any other designated officials

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ARTICLE 16: FINANCIAL CLOSE

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ARTICLE 17: PAYMENT TERMS

17.1 Service Fee

- 17.1.1 For undertaking the Project, in compliance with the terms of this Agreement, the Service Provider shall be paid INR3,04,500/-(Rupees Three Lakh Four Thousand Five Hundred Only) exclusive of taxes per month per MMU, by the Authority.

17.2 Manner of payment

- 17.2.1 By the 7th (seventh) date of every month, the Service Providers shall submit an invoice based on the MMUs functional in the preceding month along with the trip details, copy of prescription of all patients so attended, and other necessary details to substantiate and support the invoice, to the Authority for the payment of the Service Fee for the previous month.
- 17.2.2 The Authority shall pay 80% of the invoice value to the MMU-SP within 3 weeks from the date of receipt of the invoice. The remaining fees shall be paid after scrutinizing the invoice raised by the Service Provider and upon being satisfied about the correctness of invoice so raised. In case, the Authority raises concerns about the correctness of any item in the invoice (the “**Disputed Amount**”), the Authority in such scenario may demand explanation from the Service Provider and hold the payments corresponding to the Disputed Amount in the invoice and pay only the undisputed portion of the invoice. The responsibility to prove the correctness of Disputed Amount shall lie on the Service Provider. Non-Payment relating to Disputed Amount shall not be considered as Authority Event of Default under clause 23.2 of this Agreement.
- 17.2.3 The balance 20% of the Service Fee, subject to Disputed Amount shall be payable by the Authority to the Service Provider not later than 60 (sixty) days of receiving the invoice from the Service Provider. The Authority shall make payment under this Agreement in the account designated by the Service Provider.
- 17.2.4 The Service Provider hereby acknowledges and agrees that commencing from 1st anniversary of COD and thereafter during the Concession Period, it is entitled to annual escalation of 6.5% on the last payable Service Fee in accordance with the provisions of this Agreement.

17.3 Damages for Delay of Payments by Authority

- 17.3.1 In the event that the Authority does not fulfil its obligations to make payments of the invoice except Disputed Amount in terms of the Clause 17.2, for any reason, other than those attributable to the Selected Bidder, within the stipulated payment period of 60 days, without assigning any reason or giving advance communication of delay in payment, then in that case the Authority

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shall be liable to pay interest @ Bank Rate per annum for the period of delay for such amount.

17.4 Authority right to Set off

The Authority shall have the right to set off any amounts due and payable by Service Provider to the Authority under this Agreement including those payable due to non-compliance of Key Performance Indicators (KPIs).

17.5 Mobilization Advance

- A. Subject to the provisions of this Agreement, the Authority shall, upon written request of the MMU-SP, any time before completion of six months from Appointed Date, provide to the MMU-SP an interest free mobilization advance of Rs. 35 Crores (Rupees Thirty Five Crores) only towards the capital expenditure for provision of Mobile Medical Units in the State of Uttar Pradesh ("**Mobilization Advance**");
- B. In order to avail the Mobilization Advance, the MMU-SP shall have to place 7 (Seven) unconditional, unequivocal and irrevocable Bank Guarantees of Rs. 5.5 Crores (Rupees Five Crores and Fifty Lakhs) each ("**Bank Guarantee**") with the Authority prior to such advance being disbursed. Within 15 days of receipt of the Bank Guarantees from the MMU-SP, the Authority shall disburse Rs. 35 Crores (Rupees Thirty Five Crores) of the Mobilization Advance as requested by the MMU-SP. The Bank Guarantee (for release of the Mobilization Advance) shall be from a Scheduled Bank in favour of "State Health Society of Uttar Pradesh" encashable at Lucknow and shall be valid for a period of three (3) months after the due date of the repayment of the last installment of the Mobilization Advance. It is clarified that the said Bank Guarantee has to be in the format as set forth at Schedule J in this Agreement. For avoidance of doubt it is clarified that the Bank Guarantee shall be 110% of the total Mobilization Advance and the maximum Mobilization Advance shall be Rs. 35 Crore. In the event of the Service Provider seeking less than Rs. 35 Crore as advance, the above provisions shall be applied mutatis mutandis.
- C. The MMU-SP shall repay the entire Mobilization Advance to the Authority in Seven (7) equal half-yearly installments. The first installment for the repayment of the Mobilization Advance shall be due on the date falling 06 months after the date of release of mobilization advance;
- D. In the event, the MMU-SP defaults to repay the mobilization advance within the stipulated time, it shall be liable to pay to the Authority, an interest @18% per annum on the amount due for repayment for that particular installment;
- E. Upon default by the MMU-SP to repay the Mobilization Advance post 30 (thirty) days from the instalment due, the Authority shall be entitled to invoke the Bank Guarantee mentioned in Article 17.5 and encash there from an amount equal to the amount due from the MMU-SP towards the instalment of the Mobilization Advance. Failure of the MMU-SP to provide a valid Bank

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Guarantee and maintain the Bank Guarantee in accordance with this Article 17.5 shall entitle the Authority to forthwith terminate this Agreement;

F. The Authority shall release the Bank Guarantee to the MMU-SP after the operator has fully repaid the Mobilization Advance to the Authority.

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ARTICLE 18:

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ARTICLE 19: INSURANCE

19.1 Insurance during Concession Period

19.1.1 The Service Provider shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. While it is clarified that there shall be no risk or liability on the Authority, the Medical Authorities and the district authorities with respect to the Project and MMU Services being provided by the Service Provider under this Agreement, the Service Provider shall also effect and maintain such insurances as may be necessary for mitigating any risks whatsoever that may devolve on the Authority, the medical authorities and District Authorities, as a consequence of any act or omission of an act by the Service Provider or omission by any third party during the Concession Period.

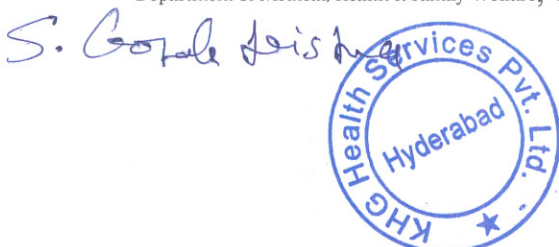
For the sake of brevity, the aggregate of the maximum sums insured under the insurance taken out by the Service Provider pursuant to this Article 19 are herein referred to as the “**Insurance Cover**”.

19.2 Insurance Cover

Without prejudice to the provisions contained in Clause 19.1, the Service Provider shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:

- a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Service Provider, at replacement value;
- b) comprehensive Third Party liability insurance including injury to or death of Users/public or personnel of the Authority or others caused by the Project;
- c) the Service Provider's general liability arising out of the Concession;
- d) liability to Third Parties for goods or property damage;
- e) workmen's compensation insurance; and
- f) any other insurance that may be necessary to protect the Service Provider and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (e) above.

19.3 Evidence of Insurance Cover



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All insurances obtained by the Service Provider in accordance with this Article 19 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any Insurance Cover, the Service Provider shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Service Provider to the Authority.

19.4 Remedy for failure to insure

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

19.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Service Provider pursuant to this Article 19 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

19.6 Service Provider's waiver

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

19.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Service Provider and it shall, apply such proceeds for improvement or delivery of

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the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

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ARTICLE 20: ACCOUNTS AND AUDIT**20.1 Audited accounts**

- 20.1.1 The Service Provider shall maintain separate books of accounts with respect to the Project in compliance with generally applicable accounting principles in India.
- 20.1.2 The Authority shall have the right to inspect the records of the Service Provider. Copies of such books of accounts shall be provided to Authority upon written request from Authority and shall also be available for audit in accordance with the requirements of this Agreement.

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ARTICLE 21: FORCE MAJEURE

21.1 Force Majeure

21.1.1 As used in this Agreement, a “**Force Majeure Event**” shall mean occurrence in India of any or all of Non Political Event, Indirect Political Event and/or Political Event as defined in Clauses 21.2, 21.3, and 21.4 respectively hereinafter which prevent the Party claiming Force Majeure (the “**Affected Party**”) from performing its obligations under this Agreement and which act or event is (i) beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money and (iii) has a Material Adverse Effect on the Project.

21.2 Non-Political Force Majeure Events

A Non-Political Event shall mean one or more of the following acts or events:

- a) acts of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b) strikes or boycotts (other than those involving the Service Provider, Contractors or their respective employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a period exceeding a continuous period of 30 (thirty) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.3 hereof;
- c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Contractor;
- d) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for reasons other than failure of the Service Provider to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority; or
- e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

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- f) Any event or circumstance of a nature analogous to any of the foregoing.

21.3 Indirect Political Force Majeure Events

An Indirect Political Event shall mean one or more of the following acts or events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents collection fee for a continuous period exceeding 7 (seven) days in an Accounting Year;
- b) industry wide or State wide or India wide strikes or industrial action for a period exceeding a continuous period of 30 (thirty) days in an Accounting Year;
- c) any civil commotion, boycott or political agitation which prevents collection of fee by the Service Provider for a continuous period exceeding 7 (seven) days in an Accounting Year; or
- d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Contractor;
- e) any event or circumstance of a nature analogous to any of the foregoing.

21.4 Political Force Majeure Events

A Political Event shall mean one or more of the following acts or events by or on account of Government of India or any other Governmental Agency:

- a) expropriation or compulsory acquisition by any Governmental Agency of any Project Assets or rights of the Service Provider or of the Contractors; or
- b) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Service Provider or any of the Contractors to perform their respective obligations under this Agreement and the project agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;
- c) Any decision or order of a court or tribunal which has the effect of restraining all or any part of the activities concerning the implementation, operation or maintenance of the Project including the determination, levy, demand,

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collection, retention and appropriation of financials;

- d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such Contractor; or
- e) any event or circumstance of a nature analogous to any of the foregoing.

21.5 Effect of Force Majeure on the Agreement

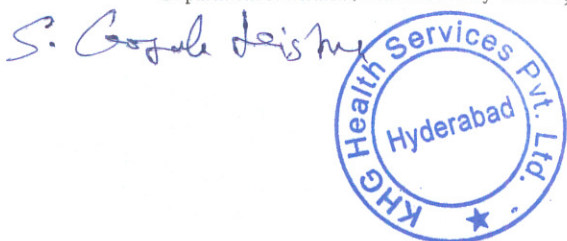
- 21.5.1 Upon the occurrence of any Force Majeure Event prior to the COD, the Conditions Precedent period as set forth in Article 3 shall be extended by a period equal in length to the duration of the Force Majeure Event;
- 21.5.2 At any time after the COD, if any Force Majeure Event occurs whereupon the Service Provider is unable to provide the MMU Services in accordance with terms set forth in this Agreement, during the period for which Force Majeure exists, no Service Fee shall be paid by the Authority to the Service Provider for the days on which the MMUs are not made available by the Service Provider. However, the Service Provider shall not be liable to pay any damages to the Authority in case it is unable to provide the MMU Services on account of any Force Majeure Event.

21.6 Allocation of costs during subsistence of Force Majeure:

Upon occurrence of any Force Majeure Event prior to the COD, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

Subject to the provisions of clause 21.6, upon occurrence of a Force Majeure Event after COD, the costs arising out of such event shall be allocated as follows:

- a) When the Force Majeure Event is a Non Political Event, the Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any costs arising out of any such Force Majeure Event;
- b) Where the Force Majeure Event is an Indirect Political Event, the costs attributable to such Force Majeure Event and directly relating to the Project (the "Force Majeure Costs") shall be borne by the Service Provider to the extent of the Insurance Claims, and to the extent such Force Majeure Costs exceed the Insurance Claims, one half of the same to the extent actually incurred and duly certified by the statutory Auditors of Service Provider shall be reimbursed by the Authority to the Service Provider;
- c) Where the Force Majeure Event is a Political Event, the Force Majeure Costs to the extent actually incurred and certified by the auditors of Service Provider and verified by the Authority shall be reimbursed by the Authority to the Service Provider, provided that no Force Majeure Costs shall be payable by the Authority if the Concession Period is increased under Clause 21.6.



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For avoidance of doubt, Force Majeure Costs shall not include loss of fee revenues or any debt repayment obligations but shall include interest payments on such debt, O&M Expenses and all other costs directly attributable to the Force Majeure Event.

21.7 Termination Notice

If a Force Majeure Event subsists for a period of 365 (three hundred and sixty five) days, either Party may in its sole discretion terminate this Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever, save as provided in Clause 21.9 and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

21.8 Termination Payment for Force Majeure Events:

21.8.1 Upon Termination of this Agreement due to Force Majeure, pursuant to Clause 21.8, Termination Payment to the Service Provider shall be made in accordance with the following:

- a. Return of the Performance Security submitted, after adjusting for applicable deductions/ Liquidated Damages / entire balance Mobilization Advance (if any) as per the provisions of this Agreement;
- b. Disbursement of monthly Service Fee due and payable;

Termination Payment shall be made after deduction of balance Mobilization Advance, deductions/penalties and Insurance claims received or due or admitted prior to occurrence of Force Majeure event, if the Service Provider maintains Insurance Cover as stipulated under Article 19 of this Agreement.

21.9 Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

21.10 Liability for other losses, damages:

Save and except as expressly provided in this Article

21, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect

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t of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant to this Article 21.

21.11 Duty to Report:

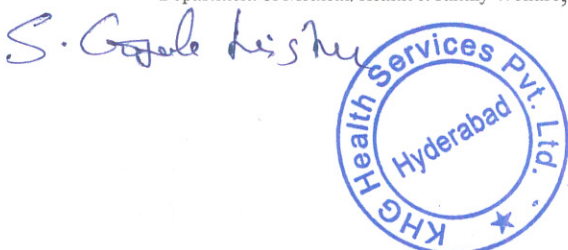
The Affected Party shall discharge the following obligations in relation to reporting the occurrence of a Force Majeure Event to the other Party:

- a) The Affected Party shall not claim any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.
- b) Any notice pursuant to this Clause 21.11 shall include full particulars of:
 - (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 21 with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
 - (iii) the measures which the Affected Party is taking or proposes to take, to alleviate the impact of such Force Majeure Event; and
 - (iv) any other information relevant to the Affected Party's claim.
- c) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) written reports containing information as required by this Clause 21.11, and such other information as the other Party may reasonably request the Affected Party to provide.

21.12 Excuse from performance of obligations:

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:

- a) The suspension of performance shall be of no greater scope and of no longer



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duration than is reasonably required by the Force Majeure Event;

- b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence, and
- c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder.

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ARTICLE 22: SUSPENSION OF SERVICE PROVIDER'S RIGHTS

22.1 Suspension upon Service Provider Default

Upon occurrence of a Service Provider Event of Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (a) suspend all rights of the Service Provider under this Agreement, and (b) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Service Provider and may extend up to a period not exceeding 120 (one hundred and twenty) days from the date of issue of such notice; provided that upon written request from the Service Provider and the Lenders' Representative, the Authority shall extend the aforesaid period of 120 (one hundred and twenty) days by a further period not exceeding 60 (sixty) days.

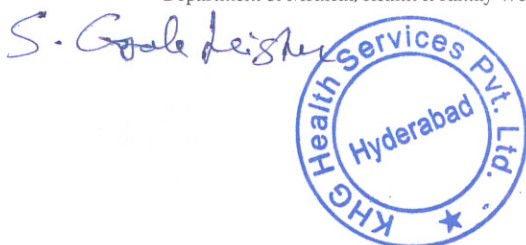
22.2 Authority to act on behalf of Service Provider

22.2.1 Subject to Article 22, Authority shall have the right to claim from the Service Provider costs incurred by Authority to remedy and rectify the cause of such Suspension and for defraying the O&M Expenses during such Suspension period. Provided, however, that if the Service Provider is making diligent efforts to remedy and rectify such cause, then Authority shall allow the Service Provider reasonable time and opportunity for such remedy or rectification.

22.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Service Provider in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Service Provider under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Service Provider and the Service Provider undertakes to indemnify the Authority for all costs incurred during such period. The Service Provider hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it under Clause 22.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Service Provider with respect to the Project, engineering, operation and maintenance, and which is used or created by the Service Provider in performing its obligations under the Agreement.

22.3 Revocation of Suspension

22.3.1 The Suspension of the rights of the Service Provider by Authority pursuant to Clause 22.1 above shall be revoked by Authority forthwith upon the Service Provider having remedied or removed the cause of Suspension within a period not exceeding 90 days from date of Suspension to the satisfaction of Authority unless in the meantime this Agreement has been terminated by Authority in accordance



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with Article 22.

22.4 Substitution of the Service Provider

Authority shall have the first right of substitution of the Service Provider. At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Service Providerpost Authority's decision on substitution under and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding 120 (one hundred and twenty) days from the date of Suspension, and any extension thereof under Clause 22.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of Senior Lenders.

22.5 Termination

22.5.1 At any time during the period of Suspension under this Article 22, the Service Provider may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 22.4, the Authority shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 22.

22.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 120 (one hundred and twenty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 22.1, the Service Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual Agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Service ProviderEvent of Default.

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ARTICLE 23: TERMINATION

23.1 Termination for Service Provider Default

23.1.1 Each of the following events or circumstances, to the extent not caused by a default of Authority or Force Majeure shall be considered for the purposes of this Agreement as events of default of the Service Provider ("**Service Provider Event of Default**") which, if not remedied within the Cure Period set forth below, or where no Cure Period is specified, within 60 (sixty) days, upon receipt of written notice from Authority, shall provide Authority the right to terminate this Agreement in accordance with Article 23.1.4:

- a) The Service Provider fails to achieve Financial Close (if applicable) in accordance with the provisions of this Agreement;
- b) The Service Provider fails to achieve the Scheduled Project Implementation Date within the period set forth in Schedule 'C' and fails to cure such default within a period of 30 (thirty) days from the date of its occurrence.
- c) The Service Provider abandons the operations of the Project for more than 30 (thirty) consecutive days without the prior consent of Authority, provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was (i) as a result of Force Majeure Event and is only for the period such Force Majeure is continuing, or (ii) is on account of a breach of its obligations by Authority.
- d) COD does not occur within the period of 30 days from Schedule Project Implementation Date specified in Clause 12.2;
- e) The Service Provider creates any Encumbrance, charges or lien in favour of any person save and except as otherwise expressly permitted under Clause 25.2;
- f) The shareholding of the Consortium Members falls below the minimum prescribed under Clause 7.1 (l) and the Service Provider does not suo moto cure such default within 90 (ninety) days of its occurrence;
- g) the Service Provider is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its Project Assets that has a material bearing on the Project;
- h) a resolution for winding up of the Service Provider is passed, or any petition for winding up of the Service Provider is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Service Provider is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation

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or reconstruction, the entire property, Project Assets and undertaking of the Service Provider are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed all the obligations of the Service Provider under this Agreement and the Project Agreements; and provided that:

- (i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Service Provider as at the Appointed Date; and
 - (iii) each of the Project Agreements remains in full force and effect;
- i) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Service Provider under any of the Project Agreements, or of (ii) all or part of the Project Assets or undertaking of the Service Provider, and such transfer causes a Material Adverse Effect;
 - j) a resolution is passed by the shareholders of the Service Provider for the voluntary winding up of the Service Provider;
 - k) the Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;
 - l) the Service Provider suffers an execution being levied on any of its Project Assets/ equipment causing a Material Adverse Effect on the Project and allows it to continue for a period of 15 (fifteen) days;
 - m) the Service Provider has delayed any payment that has fallen due under this Agreement if such delay exceeds 90 (ninety) days;
 - n) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Service Provider fails to cure the default within the Cure Period specified hereinabove;
 - o) the Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
 - p) subsequent to the replenishment or furnishing of fresh Performance Security

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in accordance with Clause 9.2, the Service Provider fails to meet any Condition Precedent or cure the Service Provider Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of 60 (sixty) days;

- q) the Service Provider has failed to make any payment to the Authority within the period specified in this Agreement;

23.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Service Provider Event of Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 23.1.3.

23.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 23.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Service Provider in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement.

Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Service Provider

23.1.4 Save and except as otherwise provided in Clause 23.1.2, and without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of any breach or default by the Service Provider under this Agreement including any Service Provider Event of Default, Authority shall be entitled to terminate this Agreement by a communication in writing (the "**Termination Notice**") to the Service Provider if the Service Provider has failed to cure such breach or default within the period provided for the same in this Agreement or Cure Period of 60 (sixty) days, provided that before issuing the Termination Notice.

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Subject to Clause 23.1.2, the following shall apply in respect of cure of any of the defaults and/or breaches of this Agreement.

- a) The Cure Period shall commence from the date on which a notice in writing is delivered by Authority to the Service Provider asking the latter to cure the breach or default specified in such notice.
- b) The Cure Period provided in this Agreement shall not relieve the Service Provider from liability for Damages caused by its breach or default;
- c) The Cure Period shall not in any way be extended by any period of Suspension under this Agreement;
- d) If the cure of any breach by the Service Provider requires any reasonable action by Service Provider that must be approved by Authority or the independent engineer hereunder the applicable Cure Period (and any liability of the Service Provider for Damages incurred) shall be extended by the period taken by Authority or the independent engineer to accord their required approval.

23.2 Termination for Authority Default

23.2.1 The Service Provider may after giving 90 (ninety) days' notice in writing to Authority terminate this Agreement upon the occurrence and continuation of any of the following events (each a "**Authority Event of Default**"), unless any such Authority Event of Default has occurred as a result of Service Provider Event of Default or due to a Force Majeure Event.

- a) Authority is in breach of this Agreement and such breach has a Material Adverse Effect on the Service Provider and Authority has failed to cure such breach or take effective steps for curing such breach within 90 (ninety) days of receipt of notice in this behalf from the Service Provider;
- b) the Authority repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement;
- c) the Authority has delayed any payment except the disputed invoice or 20% withheld amount on account of inspection, that has fallen due under this Agreement if such delay exceeds 6 (six) months from the stipulated time for payment in this Agreement; or
- d) The Authority is in breach of any representation or warranty made under this Agreement, or it repudiates this Agreement.

23.2.2 Without prejudice to any other right or remedy which the Service Provider may have under this Agreement, upon occurrence of an Authority Event of Default, the Service Provider shall, subject to the provisions of the Substitution Agreement, be

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entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Service Provider shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 30 (thirty) days to the Authority to make a representation, and may after the expiry of such 30 (thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice.

23.3 Termination Payment

23.3.1 Upon Termination of the Agreement pursuant to a Service Provider's Event of Default

- (i) Without prejudice to any other rights of the Authority, if the termination is due to a Service Provider's Default, no Termination compensation shall be due or payable by the Authority to the Service Provider and the entire Performance Security would be forfeited as Damages.

And

- (ii) Without prejudice to above, the Authority shall be entitled to claim and receive and the Service Provider shall be obliged to pay, without any demur, reservation or protest, all dues payable or owed by the Service Provider and balance Mobilization Advance (if any), penalties / damages, insurance claims (received or due) at the time of such termination of the Agreement.

23.3.2 Upon Termination of this Agreement pursuant to an Authority's Event of Default, the Authority shall:

- (i) Return the Performance Security submitted, after adjusting applicable deductions/ liquidated damages as per the provisions of this Agreement;

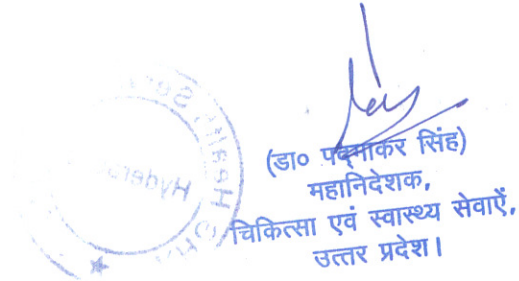
- (ii) pay the outstanding monthly Service Fee or part thereof, as the case may be

Less

Any due payable or owed by the Service Provider and balance Mobilization Advance, deductions/penalties and Insurance claims received or dues or admitted prior to occurrence of the Authority's Event of Default, if the Service Provider maintains Insurance Cover as stipulated under Article 15 of this Agreement; and

- (iii) If Authority, at its sole discretion elects to retain the Project Assets, it shall pay 110% of the Adjusted Depreciated Value of the Project Assets being;

The Termination Payment pursuant to this Agreement shall become due and payable to the Service Provider by Authority within 60 (sixty) days of a demand being made by the Service Provider with the necessary particulars duly certified by the auditors of the Service Provider and after verification of such demand by the Authority. If Authority fails to disburse the full Termination Payment within 120 (one hundred and twenty) days, the amount remaining unpaid shall be



disbursed along with interest rate equal to 3% (three per cent) above the Bank Rate for the period of delay on such amount. For the avoidance of doubt, it is expressly agreed that the Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder

23.3.3 Mode of Payment: Payment of compensation of costs by Authority pursuant to this Article 23 shall be made by way of credit to the designated account of the Service Provider and such payment shall constitute valid discharge of Authority's obligations for Termination Payment hereunder.

23.3.4 The Service Provider expressly agrees that Termination Payment under this Article 23 shall constitute a full and final settlement of all claims of the Service Provider on account of Termination of this Agreement for any reason whatsoever and that the Service Provider or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

23.4 **Certain limitations on Termination Payment**

23.4.1 Termination payment due and payable under this Agreement shall be computed with reference in accordance with the provisions of this Agreement; provided that the amount payable in respect of any dues expressed in foreign currency shall be computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, the Parties agree that within a period of 60 (sixty) days from COD, the Service Provider shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between debt due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment. The Parties further agree that in the event such disaggregation is not notified to the Authority, the Equity and Debt Due shall be arrived at by adopting the proportion between debt and Equity as specified in the Financing Agreements. It is further agreed that for the purposes of computing Termination Payment, dues shall at no time exceed the Total Project Cost less applicable depreciation till Transfer Date.

23.5 **Other rights and obligations of the Authority**

Upon Termination for any reason whatsoever, the Authority shall:

- a) take possession and control of the Project/Project Facilities forthwith;
- b) take possession and control of all materials, stores, implements, MMUs and equipment;
- c) succeed upon election by the Authority, without the necessity of any further action by the Service Provider, to the interests of the Service Provider under such Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the

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terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Service Provider. For the avoidance of doubt, the Service Provider acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and 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.

23.6 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money Damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Agreement, including without limitation Termination Payments and divestment procedures, shall survive the Termination of this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

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ARTICLE 24: DIVESTMENT OF RIGHTS AND INTEREST

24.1 Divestment Requirements

24.1.1 Upon Termination, the Service Provider shall comply with and conform to the following Divestment Requirements:

- a) notify to the Authority forthwith the location and particulars of all Project Assets;
- b) deliver forthwith the actual possession of the MMUs, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;
- c) cure all Project Assets, of all defects and deficiencies so that the Project is compliant with the maintenance requirements; provided that in the event of Termination during the Concession Period, all Project Assets shall be handed over on 'as is where is' basis after bringing them to a safe condition;
- d) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its engineering, operation and maintenance, including all programmes and manuals pertaining thereto. For the avoidance of doubt, the Service Provider represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;
- e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Service Provider in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and
- g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Service Provider in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

24.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a Third Party of any of the obligations of the Service Provider, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this

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Agreement becomes effective in accordance with its terms.

24.2 Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 30 (thirty) days prior to the Termination Date of such Termination, the Authority shall verify, after giving due notice to the Service Provider of the time, date and place of such verification, compliance by the Service Provider with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Service Provider's cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the Service Provider at its cost.

24.3 Cooperation and assistance on transfer of Project

24.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the site.

24.3.2 The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The Service Provider shall further provide such reasonable advice and assistance as the Authority, its Service Provider or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

24.3.3 The Authority shall have the option to purchase or hire from the Service Provider at a fair market value and free from any Encumbrances all or any part of the equipment and machinery used in connection with the Project but which does not form part of the Project Assets specified in Clause 24.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of Dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

24.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in Schedule-H (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Service Provider of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed

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or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Service Provider.

24.5 Divestment costs

- 24.5.1 The Service Provider shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Service Provider in the Project Assets in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Service Provider in connection with such divestment shall be borne by the Authority.
- 24.5.2 In the event of any Dispute relating to matters covered by and under this Article 24, the Dispute Resolution Procedure shall apply.

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ARTICLE 25: ASSIGNMENT AND CHARGES

25.1 Restrictions on assignment and charges

25.1.1 Subject to Clauses 25.2 and 25.3, this Agreement shall not be assigned by the Service Provider to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

25.1.2 Subject to the provisions of Clause 25.2, the Service Provider shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Service Provider is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

25.2 Permitted assignment and charges

The restraints set forth in Clause 25.1 shall not apply to, subject to the prior consent in writing of the Authority:

- a) liens arising by operation of law (or by an Agreement evidencing the same) in the ordinary course of business of the Project;
- b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project.;
- c) assignment of rights, interest and obligations of the Service Provider to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for Financing provided by Senior Lenders under the Financing Agreements; and
- d) liens or Encumbrances required by any Applicable Law.

25.3 Substitution Agreement

25.3.1 The Senior Lenders/Lender's Representative may exercise the rights of step in post approval of Authority or substitution as provided in the Substitution Agreement to be entered into among the Service Provider, the Authority and the Senior Lenders in the form set forth in Schedule 'G' provided that the person substituting the Service Provider shall be deemed to be the Service Provider under this Agreement and shall enjoy all rights and be responsible for all obligations under this Agreement as if it were the Service Provider. Provided, however, that in the event of such step in of substitution, an additional Cure Period of 90 (ninety)

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days shall be provided by the Authority to enable the Service Provider to cure any breach or default subsisting on the day of such step in or substitution. Provided further that if the Senior Lenders step in to operate and manage the Concession for a period not exceeding 90 (ninety) days, their liabilities shall be restricted to the obligations relating to and arising during such 90 (ninety) days period.

25.4 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Service Provider, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations of the Agreement.

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ARTICLE 26: CHANGE IN LAW

- 26.1.1 In the event of a Change in Law results in a Material Adverse Effect, the Authority or the Service Provider may by notice in writing to the other party request such modifications to the terms of this Agreement as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Service Provider and the Authority shall thereafter consult in good faith to agree to such modifications and in the event Agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure. It is hereby clarified that the Parties shall continue to fulfill their obligations under this Agreement during pending resolution of any Dispute under this clause 26.1.1
- 26.1.2 For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk.

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ARTICLE 27: LIABILITY AND INDEMNITY

27.1 Liability in respect of the Project

27.1.1 Service Provider shall be solely responsible for the implementation operation, maintenance and management of the Project, and shall have the overall responsibility and liability with respect to the Project and all Projects Assets located upon the Project Site. In no event shall the Authority have any liability or be subject to any claim for Damages arising out of the, financing, operation, maintenance or management of the Project and the Project Assets located upon the Project Sites.

27.2 General indemnity

27.2.1 The Service Providers shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “**Authority Indemnified Persons**”) against any and all suits, proceedings, actions, demands and claims from Third Parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related Agreement or on account of any defect or deficiency in the provision of services by the Service Provider to the Authority or to any User or from any negligence of the Service Provider under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

27.3 Indemnity by the Service Provider

27.3.1 Without limiting the generality of Clause 27.2.1, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or Damages arising out of or with respect to:

- a) any injury (minor/major/resulting to death) suffered by any person using the Services under the Project;
- b) failure of the Service Provider to comply with Applicable Laws and Applicable Permits;
- c) payment of Taxes required to be made by the Service Provider in respect of the income or other Taxes of the Service Provider’s Contractors, suppliers and representatives; and / or
- d) Non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of its Contractors which are payable by the

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Service Provider or any of its Contractors.

- 27.3.2 Without limiting the generality of the provisions of this Article 27, the Service Provider shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, process used by the Service Provider or by the Service Provider's Contractors in performing the Service Provider's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Service Provider shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorising continued use of the infringing work. If the Service Provider is unable to secure such license within a reasonable time, the Service Provider shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

27.4 Survival on Termination/Expiry

It is expressly understood by the Parties that this Article shall survive the Termination or expiry hereof.

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ARTICLE 28: DISPUTE RESOLUTION

28.1 Mutual Discussion

28.1.1 Any Dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 28.2.

28.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

28.2 Conciliation

28.2.1 In the event of any Dispute between the Parties, either Party may call upon the independent engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the independent engineer or without the intervention of the independent engineer, either Party may require such Dispute to be referred to the Principal Secretary, Department of Health and Family Welfare, Government of Uttar Pradesh or the Authority and the Chairman of the Board of Directors of the Service Provider for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 28.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 28.3.

28.3 Arbitration

28.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 28.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 28.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Lucknow, and the language of arbitration proceedings shall be English.

28.3.2 There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two

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arbitrators, the appointment shall be made in accordance with the Rules.

28.3.3 The arbitral tribunal shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Article 28 shall be final and binding on the Parties as from the date it is made, and the Service Provider and the Authority agree and undertake to carry out such Award without delay.

28.3.4 The Service Provider and the Authority agree that an Award may be enforced against the Service Provider and/or the Authority, as the case may be, and their respective Project Assets wherever situated.

28.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

28.4 Continued performance

While any Dispute under this Agreement is pending, including the commencement and pendency of any Dispute referred to arbitration, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions under this Article 28.

28.5 Adjudication by a tribunal

In the event of constitution of a statutory tribunal with powers to adjudicate upon Disputes between the Service Provider and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 28.3, be adjudicated upon by such tribunal in accordance with Applicable Laws and all references to Dispute Resolution Procedure shall be construed accordingly.

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ARTICLE 29: TRANSFER PROVISIONS

29.1 Subject to Clause 23.3.2, upon Termination of this Agreement and consequent obligation/right of Authority to acquire the assets i.e. intellectual property, software, data, server having back up or back up in appropriate hardware, patient information, transition training, at nil value without the Authority required to pay any amount to the Service Provider. The Service Provider shall ensure that on the Transfer Date the interest of Service Provider in:

- a) all Intellectual Property, software, data, server having back up or back up in appropriate hardware, patient information, transition trainingrelatable to the Project Assets shall be transferred to Authority or its nominee, clear of any Encumbrances and with good title (other than any encroachments existing on the date hereof), except to the extent such encroachments have been removed after Effective Date;
- b) the rights and obligations under or pursuant to all contracts relatable to the Projects Assets and other arrangements entered into in accordance with the provisions of this Agreement between Service Provider and any Third Party shall (in consideration of Authority's assumption of the obligations under or pursuant to the contracts and other arrangements), at the option of Authority, be vested in Authority or its nominee, clear of any Encumbrance and with good title. The Service Provider shall ensure such rights of Authority are incorporated in all contracts between Service Provider and Third Party(ies) with a specific obligation on the Parties to such contracts to enter into novation Agreement with Authority upon exercise of its option by Authority; and

Notwithstanding anything contained in Clause 29.1 (a) and (b), prior to any transfer of the Project Assets, Authority shall have the right to conduct a due diligence of the contracts and agreements, the rights and obligations of which it is assuming and shall not be bound to assume the rights and obligations of contracts that, in the sole opinion of Authority are unreasonably onerous, and would be considered onerous at the time that the contracts were entered into. In relation to all such contracts that are not transferred to Authority, no third party, including the counter-party of such contract shall have any right, license title, interest, benefit, claim or demand against or over any Project Assets and such Project Assets shall be transferred to Authority or its nominee, clear of any Encumbrance and with good title.

29.2 Furthermore, notwithstanding anything contained in the Clause 29.1, no liability (accruedor contingent) of Service Provider or relating to the Project Assets arising on account of actions or inactions prior to the Transfer Date shall be assumed or transferred to Authority or its nominees. Authority or its nominees shall only be liable for liabilities in relation to the Project Assets arising pursuant to the

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Transfer Date. In the event of any such liability being assumed or transferred to Authority or its nominee or any Encumbrance existing on any of the Project Assets, the quantum of such liability and/or amount corresponding to such Encumbrance, shall be deducted from the Performance Security

- 29.3** Without prejudice to the foregoing, Service Provider agrees to indemnify and keep indemnified Authority from and against all actions, proceedings, losses, damages, liabilities, claims, costs and expenses whatsoever which may be sustained or suffered by Authority as a result of any actions or omissions of Service Provider prior to the transfer of the Project Assets. It is expressly understood by the Parties that this Article shall survive the Termination or expiry of this Agreement.
- 29.4** Service Provider shall in accordance with Good Industry Practice ensure that all property, assets, rights and other items (constituting Assets) which are vested in or transferred to Authority shall be in good working order and in a good state of repair. For this purpose, the Parties shall appoint an independent engineer to conduct an audit of the Project Assets being transferred. In the event any of Project Assets which are vested in or transferred to Authority are not fit for purpose/ in a good state of repair/ as would be expected of an international world class assets, as certified by such independent engineer, then the cost or capital expenditure required to be incurred to bring it to good state of repair of all such Project Assets shall be payable by the Service Provider to Authority, and the same may be deducted from the Performance Security.
- 29.5** Expiry or Termination of this Agreement shall be without prejudice to all rights and obligations then having accrued to Authority and/or Service Provider (or which may thereafter accrue in respect of any act or omission prior to such expiry or Termination) and without prejudice to those provisions which expressly provide for continuing obligations or which are required to give effect to such expiry or Termination or the consequences of such expiry or Termination.
- 29.6** The Parties' rights to terminate this Agreement shall be limited to those expressly set out in this Agreement.

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ARTICLE 30: MISCELLANEOUS

30.1 Grievance Redressal

- 30.1.1 The Users may lodge their grievances or claims for any deficiency in services or non-fulfilment of obligations by the Service Provider under the terms of this Agreement directly to the Authority. The Authority shall have the right to take up these matters independently with the Service Provider. Any dispute under this Clause shall be settled under the provisions of Dispute Resolution.
- 30.1.2 The Users for the purpose of lodging their grievances as per clause 30.1.1 may write a letter or Email to [officer] of the Authority with such details such as (token no., patient name, doctor name, etc.) on the addresses mentioned below:

Designation: Principal Secretary, Department of Health & Family Welfare, Government of Uttar Pradesh

Mailing Address: 5th floor, Room No. 516, Vikas Bhawan, Janpath Market, Vidhan Sabha Road, Hazrat Ganj Lucknow – 226 001, UP

Email: psecup.health@gmail.com

30.2 Governing Law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Uttar Pradesh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement

30.3 Waiver of immunity

Each Party unconditionally and irrevocably:

- a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- b) agrees that, should any proceedings be brought against it 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;
- 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
- 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

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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).

30.4 Delayed payments

30.4.1 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 30 (thirty) days of receiving a demand along with the necessary particulars. Unless otherwise specified in this Agreement, in the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to Bank Rate plus 2% and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

30.4.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

30.5 Waiver

30.5.1 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:-

- 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;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.

30.5.2 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.

30.6 Exclusion of implied warranties etc.

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.

30.7 Survival

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30.7.1 Termination shall:

- a) not relieve the Service Provider or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- 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.

30.7.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

30.8 Entire Agreement

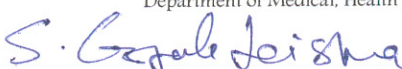
This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties 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. For the avoidance of doubt, the Parties hereto agree that any obligations of the Service Provider arising from the Request for Proposal shall be deemed to form part of this Agreement and treated as such.

30.9 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties 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.

30.10 No partnership

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.



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30.11 Third Parties

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 construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

30.12 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

30.13 Notices

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:

- a) in the case of the Service Provider, be given by facsimile or e-mail 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 Lucknow may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Service Provider may from time to time designate by notice to the Authority.

Attention:

Designation: Director General, Medical & Health Services Uttar Pradesh

Address: Swasthya Bhawan, Kaiserbagh, Lucknow

Fax No: 2623980

Email: dgmed@up.nic.in; emm29f@gmail.com

- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the Chairman of 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 Lucknow, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

Address: Swasthya Bhawan, Kaiserbagh, Lucknow

Fax No: 2623980

Email: dgmed@up.nic.in; emm29f@gmail.com

- c) any notice or communication by a Party to the other Party, given in

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accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

30.14 Language

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.

30.15 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.



Department of Medical, Health & Family Welfare, UP

S. Gopal Desai




[Signature]

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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN


SIGNED, SEALED AND
DELIVERED
For and on behalf of
THE AUTHORITY by:

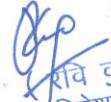
THE COMMON SEAL OF Service Provider has been affixed pursuant to the resolution passed by the Board of Directors of the Service Provider at its meeting held on the 23rd day of November, 2018 hereunto affixed in the presence of Mr. Gopala Krishna Sureddi, Director, who has signed these presents in token thereof and Mr. Balaji Utla, Director who has countersigned the same in token thereof:


(Signature)
Name: Dr. Padmakar Singh

Designation: Director General,
Department of Medical, Health & Family Welfare,
Government of Uttar Pradesh
Fax: 2623980
Email: dgmed@up.nic.in

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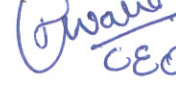
In the presence of: (डी० के० सिंह)
1.  अपर निदेशक (विद्युत)
चिकित्सा एवं स्वास्थ्य सेवाएँ
उ० प्र० लखनऊ


2.  रवि कुमार)
उप निदेशक (विद्युत)
चिकित्सा एवं स्वास्थ्य सेवाएँ
उ० प्र० लखनऊ

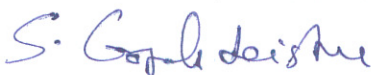

(Signature)
Name: Gopala Krishna Sureddi

Designation: Director

8-2-293/82/III/33/A, Road No. 76,
Jubilee Hills, Hyderabad, Telangana,
India - 500033

In the presence of:
1.  Jitendra Wadgaonkar
CEO
KHG Health Services Pvt. Ltd. Hyderabad

2.  Ajay Kumar Verma
HEAD FLEET & SCM
KHG Health Services Pvt. Ltd. Hyderabad





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SCHEDULE A:LIST OF DISTRICTS

SN	Name of District	No. of MMUs	SN	Name of District	No. of MMUs
1.	Allahabad	5	2.	Kanpur Dehat	2
3.	Ambedkar Nagar	2	4.	Kanpur Nagar	2
5.	Amethi	3	6.	Kashganj	2
7.	Auraiya	2	8.	Kaushambi	2
9.	Azamgarh	5	10.	Kushinagar	4
11.	Bahraich	5	12.	Lakheempur Kheri	3
13.	Ballia	4	14.	Lucknow	2
15.	Balrampur	3	16.	Maharajganj	3
17.	Banda	2	18.	Mau	2
19.	Barabanki	4	20.	Mirzapur	3
21.	Bareilly	4	22.	Muzaffarnagar	2
23.	Basti	4	24.	Pilibhit	2
25.	Budaun	4	26.	Pratapgarh	4
27.	Chandauli	3	28.	Rae Bareli	4
29.	Chitrakoot	3	30.	Rampur	2
31.	Deoria	4	32.	Saharanpur	3
33.	Etah	2	34.	Sant Kabir Nagar	2
35.	Faizabad	3	36.	Shahjahanpur	2
37.	Farrukhabad	2	38.	Shamli	2
39.	Fatehpur	4	40.	Shrawasti	3
41.	Ghazipur	4	42.	Sidhardhnagar	5
43.	Gonda	4	44.	Sitapur	4
45.	Gorakhpur	5	46.	Sonbhadra	4
47.	Hardoi	5	48.	Sultanpur	4
49.	Jaunpur	5	50.	Unnao	4
51.	Kannauj	2	52.	Varanasi	3
53.	Mathura	2			

Note:

Exact Coverage point shall be prepared by the Service Provider in consultation with district CMO and approved by DHS.

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For each of the following combinations of the above listed districts, one District MMU Supervisor shall be appointed for supervising the provision of services by the corresponding number of MMUs as respectively set out against each of the foregoing combination of districts:

SN	Name of District	No. of MMUs	SN	Name of District	No. of MMUs
1	Shrawasti	3	15	Muzaffarnagar	2
	Balrampur	3		Shamli	2
2	Pratapgarh	4		Saharanpur	3
	Kaushambi	2	16	Budaun	4
3	Basti	4		Etah	2
	Sant Kabir Nagar	2	17	Kashganj	2
4	Rae Bareli	4		Shahjahanpur	2
	Amethi	3		Farrukhabad	2
5	Banda	2	18	Ballia	4
	Chitrakoot	3		Mau	2
6	Kanpur Nagar	2	19	Varanasi	3
	Fatehpur	4		Mirzapur	3
7	Faizabad	3	20	Ghazipur	4
	Barabanki	4		Chandauli	3
8	Unnao	4	21	Maharajganj	3
	Lucknow	2		Kushinagar	4
9	Ambedkar Nagar	2	22	Allahabad	5
	Sultanpur	4	23	Gorakhpur	5
10	Lakheempur kheri	3	24	Hardoi	5
	Pilibhit	2	25	Jaunpur	5
11	Kannauj	2	26	Sidhardhnagar	5
	Kanpur Dehat	2	27	Bahraich	5
	Auraiya	2	28	Azamgarh	5
12	Rampur	2	29	Gonda	4
	Bareilly	4	30	Sonbhadra	4
13	Deoria	4	31	Mathura	2
14	Sitapur	4			

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SCHEDULE B – OBJECTIVE AND SCOPE OF THE PROJECT

(See Clause 2.1)

1.1. Objective

The objective of Mobile Medical Unit Services is to implement a system to provide Primary, Preventive, Primitive and Curative Healthcare services and other support activities in accordance with the terms of this Agreement in the Area of Operation. The nature of the work requires the Service Provider to function for a social cause, reaching much needed medical and healthcare services to the public at large.

1.2. Scope of Project

In urban areas, MMUs would be deployed where there are habitations of marginalized communities (rag-pickers, homeless, migrants, etc.) that live on the fringes of cities and towns, alongside highways just outside cities, or along railway tracks and under flyovers and bridges. These are also often areas where dispensaries or Urban PHCs do not exist, and even if they do they are just not accessible to such populations. The MMU could also be deployed in localities where slum populations live and where there is simply no space for creating fixed infrastructure;

In rural areas, MMU would be deployed in areas with limited or a complete lack of access to health care services. Such areas include but shall not be limited to tribal areas, conflict affected areas, and flood affected areas and wherein situations envisaged are:

- a. where even basic reproductive child health (RCH) services are not able to be provided because doctors, nurses and even ANMs find it difficult to live there or because there is lack of infrastructure since fixed services could not be established
- b. where basic RCH services are available through ANM/sub-centers and the PHC is functional, but the reach is limited on account of several habitations that are too small to establish regular fixed services, or are too distant or cut-off to expect those in need of health care to come to the nearest PHC for any care
- c. where the range of services available in primary health center (PHC) is restricted to a limited set of RCH services (provided by auxiliary nurse midwives (ANM), Nurse or AYUSH), and there is no accessible health center with a medical officer. In this case, the basic and regular RCH services will be provided by the PHC and the role of the MMU shall be to provide the rest of the Service Package
- d. Shall provide healthcare service as per MMU guideline issued in 2015 by Ministry of Health & Family Welfare and any amendment thereof.

The services to be provided through the MMUs shall be in accordance with the terms of this Agreement.

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1.3. NMMU Project: Scope of Work

1.3.1. Maternal Health:

- i. Early diagnosis of pregnancy, Early registration, MCH Cards, Birth planning (and preparing mothers and families in remote areas to shift to a facility at least one week before the due date, or to a maternity hut), Regular Ante-natal check-ups; includes Screening for Hypertension, Diabetes, Anaemia, TT Immunization for mother, Iron-folic Acid & Calcium Supplementation, Identification and referral of High Risk Pregnancy, Post Natal Cases, Counselling, support and motivation for institutional delivery, Nutrition, Enabling Take Home Rations (THR) for pregnant woman through Anganwadi Worker.
- ii. List/details of all the pregnant women availed healthcare services at the MMU to be provided to ASHA / ANM
- iii. As part of ANC Care, Patient History for all pregnant women visiting the MMU should be taken

1.3.2. Neonatal and Infant Health (0-1 yr):

- i. Examination of low birth weight/preterm new-born/ other high risk new-borns and management or referral as required),
- ii. Counselling and support for early Breast Feeding, improved weaning Practices, Identification of congenital anomalies, other disabilities and appropriate referral,
- iii. Family/community education of Prevention of infections,
- iv. Complete Immunization, Vitamin A Supplementation, for those who visits MMUs,
- v. Care of Common illnesses of new born, AGE with mild dehydration, pneumonia case management.

1.3.3. Child and Adolescent health

- i. Growth Monitoring, Prevention through IYCF counselling, access to food supplementation- convergence with ICDS
- ii. Deworming, Immunization, prompt and appropriate treatment of diarrhoea/ARI, measles referral where needed, detection of Severe Acute malnutrition (SAM), referral and follow up care for SAM
- iii. Prevention of anaemia, use of iodised salt; Prevention of diarrhoea, Pre-school and School Child: Biannual Screening, School Health Records, Eye care, De-worming; Early detection of growth abnormalities, delays in development and disability
- iv. Adolescent Health services: personal hygiene, Detection & Treatment of Anaemia and other deficiencies in children and adolescents

1.3.4. Reproductive health and Contraceptive Services

- i. Identifying eligible couples, and motivating for Family Planning – delaying first child,

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[Signature]

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- ii. spacing between two children, Access to spacing methods- OCP, ECP, condoms, IUCD insertion and removal,
- iii. RTI/STI treatment- Syndromic management/partner treatment,
- iv. Provide service as per applicable law of land for GBV- link to referral centre and legal support centre.

1.3.5. Management of Common and chronic Communicable Diseases & Basic OPD care- (acute simple illness)

- i. Diagnosis and management of common fevers, ARIs, diarrhoeas,
- ii. Urinary Tract infections, skin infections (like scabies, abscess), indigestion, acute gastritis.
- iii. Symptomatic care for aches and pains.
- iv. Tuberculosis; HIV, leprosy, Malaria, Kala-Azar, Filariasis, Other vector borne disease- identification, use of RDT/prompt treatment initiation, vector control measures, immunization for JE

1.3.6. Management of Common Non-Communicable Diseases

Undertake screening for over 35 age group, at MMU on an annual basis or Opportunistic Screening for diabetes and hypertension, Hypertension / Diabetes mellitus –Medication, follow up diagnostics, refer for specialist consultation and early referral for complications, Silicosis, Fluorosis – follow up care, Diagnosis of common respiratory morbidities (COPD and bronchial asthma) and treatment in all “chest symptomatic”, Epilepsy- early case identification, enable specialist consultation through referral.

1.3.7. Management of Mental Illness

Community education and Preventive measures against Tobacco use and Substance Abuse, Identification of people for De-Addiction Centres, Referral of cases with mental illness, follow up medication, counselling/support.

1.3.8. Dental Care

Education on Oral Hygiene & Substance Abuse, in community and schools- recognition of dental fluorosis- Referral for gingivitis, dental caries, oral cancers, Treatment for glossitis, candidiasis, fever blisters, aphthous ulcers.

1.3.9. Eye Care/ENT care

School : Screening for blindness and refractive errors, Community screening for congenital disorders and referral, Counselling and support for care seeking for blindness, other eye disorders-first aid for nosebleeds, recognizing congenital deafness, other common ENT conditions and referral, Eye care in newborn, screening for visual acuity, cataract and for

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Refractive Errors, Identification & Treatment of common eye problems- conjunctivitis; spring catarrh, xerophthalmia, first aid for injuries, referral, Management of common colds, Acute Suppurative Otitis media, (ASOM), injuries, pharyngitis, laryngitis, rhinitis, URI, sinusitis.

Note: ASAHA/ANM shall be responsible to intimate nearby schools, counsel and suggest parents of new born to visit designated MMU locations for care and check-ups

1.3.10. Geriatric Care

- i. Management of common geriatric ailments
- ii. Counselling, supportive treatment and pain management

1.3.11. Emergency Medicine

Snake bites, scorpion stings, insect bites, dog bites, Stabilization care in poisoning and referral first aid, trauma of any cause, Minor injury, abscess management.

1.3.12. Other Services

- a. The MMU could also be used for natural or man-made calamities or in disaster situations and epidemics to provide services to affected populations.
- b. IEC Services and IEC Material on health including personal hygiene, proper nutrition, use of tobacco, diseases, PNDT Act etc., RT/STI, HIV/AIDS. The IEC Material will be provided by National Health Mission (NHM). It will be the joint responsibility of the DoMH&FW and Service Provider to promote awareness among the community of the availability of mobile medical services by displaying posters and banners in prominent locations in the villages like the panchayat building, sub-centre and community halls
- c. Promotion of Institutional Delivery & Breast Feeding
- d. Awareness of National Health Program
- e. Provide point of care diagnostics: Blood glucose, pregnancy testing, urine microscopy, albumin and sugar, Hb, Height/Weight, vision testing, RDT,
- f. Collect sputum samples,
- g. Screen populations over 35 for Hypertension, Diabetes and Cancers annually and undertake follow-up checks during the monthly visit, including providing patients requiring drugs with a monthly supply (Hypertension, Diabetes, Epilepsy)
- h. Undertake IEC sessions on a range of health topics - improved preventive and promotive behaviours for maternal and child health, communicable diseases, including vector borne diseases, educate the community on lifestyle changes, the need for screening for NCDs, PNDT act etc., and early recognition and appropriate referral.

1.3.13. Refer patients to visit and submit their samples to designated official at nearest public health facilities:

The Service Provider shall refer patients to the nearest public health facility for tests such as Urine Bile salts, Bile Pigments, Stool Examination, Widal test, VDRL and other Biochemical tests such as lipid profile, LFT (Liver Function Tests), KFT (Kidney Function

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Tests), dengue or any other test (tests which is not in the scope of Service Provider) as may be prescribed by the doctor on duty.

Note: The Service Provider make all such arrangement for the tests mentioned in the scope of Service Provider in this Agreement and shall not refer such patients to conduct tests in public health facility.

1.3.14. Project Management Services

The Mobile Medical Unit Service Provider (Service Provider) will be responsible for the following activities:

- (i) Procurement and Fabrication of MMU Vehicles along with necessary medical and general equipment's.
- (ii) Development and Maintenance of MMU IT application and IT Infrastructure
- (iii) Deployment of Centralized Control Room at State level
- (iv) Operationalization of the project in accordance in two phases Pilot phase and operationalization phase as set forth in Schedule C, including setting-up of Centralized Control Room at Lucknow

1.3.15. Procurement and Fabrication of MMU Vehicles along with necessary medical and general equipment's

- (i) Service Provider shall procure & fabricate MMU vehicles as per the specifications provided in Schedule D.
- (ii) Service Provider shall procure the equipments as per the specifications provided in Schedule D.
- (iii) Service Provider should ensure that ethical procurement practice is adopted for all procurement such as fairness, integrity, cost-effective, quality, transparency, no conflict of interest etc.
- (iv) Service Provider shall be responsible for regular maintenance and repair work of the MMU vehicles for the entire project duration.
- (v) Service Provider shall be responsible for regular maintenance, repair and/or replacement of the MMU equipment, if required. The Service Provider should ensure that the equipments are regularly re-calibrated as per the manufacturers' operational manual or guidelines or atleast once in three months whichever is earlier. This is to ensure accuracy in equipment performance.
- (vi) Service Provider should ensure that all equipments are functional in every trip. Service Provider should ensure that all equipments are handled by trained manpower only.
- (vii) Service Provider shall ensure that all IEC material and branding for National Mobile Medical Unit project is as per MMU guidelines issued by Government of India, provided at the website of National Health Mission
<http://nrhm.gov.in/images/pdf/programmes/mission-flexi-pool/mmu/guidelines-mmu.pdf> from time to time.

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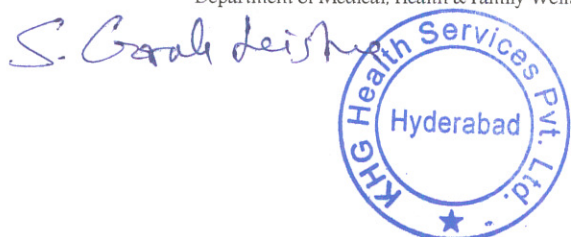
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1.3.16. MMU Staff Deployment and Management required for implementation of National Mobile Medical Unit (NMMU) Project

- (i) Service Provider will hire the following manpower (MMU-Staff) as given below:
 - a. Centralised Control Room:(Minimum Manpower)
 - i. Project Manager (One)- MBA/MHA/BE/MBBS/BHMS/BAMS with 3 Years' experience in MMU/Ambulance Management
 - ii. Business Analyst (Two)-MBA/MHA/ with 5 years' experience
 - iii. Emergency response analyst (one) MBA/MHA with 5 years experience - will take action in case of system breakdown/failure. He will also be responsible to act in case of Emergency services and care.
 - b. District-Level Supervisory Staff: (Minimum Manpower)
 - i. District Supervisor (As set out in Schedule-A)- MBA/MHA/BE/MBBS/BHMA/BAMS with 2 years of Healthcare Project supervision
 - c. Staff required for each MMU unit:
 - i. Medical Doctor (One)
 - ii. Staff Nurse (One)
 - iii. Pharmacist (One)
 - iv. Lab Technician (One)
 - v. Driver (One)

Accredited social health activists (ASHAs) and ANM of every village may be appointed by the Authority to take the role of helper and promoting awareness and mobilizing the community. The Service Provider should plan for delivery of service without the availability of ASHA and ANM.

- (ii) Service Provider should ensure that adequately trained manpower is deployed to provide healthcare services as per the Standard Operating Procedure and guidelines defined for NMMU project.
- (iii) Service Provider shall prepare Standard Operating Procedure and Guidelines and the same shall be finalised in consultation with department officials and obtain approval from Authority.
- (iv) It shall be the responsibility of Service Provider to ensure that all MMU staff should adhere to the Standard Operating Procedure and guidelines for National Mobile Medical Unit (NMMU) Project.
- (v) It shall be the responsibility of Service Provider to ensure adequate buffer so that all MMU units are adequately staffed as per RFP requirement. Attendance of all MMU staff (Medical, para-medical, others) should be ensured by Service Provider, as per RFP requirement, in order to ensure uninterrupted MMU service for patients.



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- (vi) Service Provider may also plan staff for conducting IEC Activities and coordination in the designated areas and coordinating with local communities for uptake of services.
- (vii) The staff requirement on each MMU is given as below:



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MMU Staff –

Sl. No.	Designation	Minimum qualification	Deployment Status	Minimum experience requirement	Roles and Responsibility
1	Medical Officer (M.O.) or Medical Doctor	MBBS	One M.O. deployed on each Mobile Medical Unit	1 years	<ol style="list-style-type: none"> 1. M.O. is the team manager and shall be responsible for overall effective functioning of the Mobile Medical Unit. The other staff of the Mobile Medical Unit should work under his supervision on day to day basis. 2. M.O. shall be responsible for the effective implementation of Primary, Preventive, Curative, Diagnostic and Promotive Health Care Services along with emergency First Aid care services to the people in the designated area. 3. M.O. shall refer patient cases to nearest health facility for further management, keeping suitable records regarding the same, after issuing a clear descriptive referral slips. 4. M.O. shall take immediate appropriate actions during outbreaks of diseases, epidemics etc. and inform concerned M.O. at PHC and concerned administrative office at Block and District level (through District Supervisor) regarding the same. M.O. should render adequate assistance as DHS directions and maintain record of the same. 5. M.O. shall liaison with village health and sanitation committee, elected representatives and local authorities, in order to mobilize and counsel the local people for uptake of better service delivery.

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Sl. No.	Designation	Minimum qualification	Deployment Status	Minimum experience requirement	Roles and Responsibility
2	Staff Nurse	Diploma in nursing or Graduate Nurse (GNMs))	One Staff Nurse deployed on each Mobile Medical Unit	1 years	<ol style="list-style-type: none"> 1. Assist the doctor in the MMU and examine the ANC's attending the mobile clinic and counsel regarding the delivery and other related issues. 2. To inform ANM of the nearby SC/PHC about Mothers and children attending the mobile clinic (MMU) at each MMU Service Point for immunization. Develop a rapport with local Anganwadi workers, ANMs, ASHA and local Mahila Mandal / SHG's for better service delivery. 3. Shall be responsible for maintenance of cold chain vaccines along with patient and stock record for the same. She will be responsible for raising an indent for vaccines to be submitted to the District MMU Supervisor. 4. Shall maintain record for all services provided by the M.O. and staff nurse 5. Shall work under the supervision of doctor for rendering Primary, Preventive, Promotive and Curative health care services.
3	Pharmacist	Diploma in Pharmacy	One Pharmacist deployed on each Mobile Medical Unit	1 years	<ol style="list-style-type: none"> 1. Shall be responsible for dispensing medicines to patients prescribed by Medical Officer in the Mobile Medical Unit. 2. Shall be responsible for raising medicine/ drug indent. The medicine/drug indent shall be submitted to the District MMU Supervisor. It will be responsibility of the pharmacist to ensure that indent is raised in time in order to avoid stock-out. 3. Shall be responsible for raising indent for consumables, lab

Sl. No.	Designation	Minimum qualification	Deployment Status	Minimum experience requirement	Roles and Responsibility
4	Lab Technician	Diploma in laboratory technology	One technician deployed on each Mobile Medical Unit	At least 2 years on job-experience as lab technician	<ol style="list-style-type: none"> 1. Collect samples and conduct tests as prescribed by the Medical Officer. 2. Prepare lab test reports and provide it to the patients at each MMU Service Point (to be collected by patient from the MMU or from the nodal PHC based on turnaround time for the test). 3. Shall be responsible for record maintenance of tests conducted for the patients. 4. Should ensure that all the consumables procured for the lab <p>reagents etc. required for providing healthcare services through the MMU. The indent for the consumables should be submitted to the District MMU Supervisor. It should be submitted well in-time in order to avoid stock out.</p> <ol style="list-style-type: none"> 4. Shall be responsible for taking appropriate action for handling bio medical wastage management as per the guidelines. 5. Shall maintain all adequate stock and issue registers with regular updation. 6. Shall be responsible for preparation of medicine/ drug stock usage reports to be submitted to the District MMU supervisor. <p>Note: The District MMU supervisor shall source the drugs/medicines through the channel of Chief Medical Officer (CMO) Office. (i.e. Service Provider shall not undertake procurement of medicines for MMU operations)</p>

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Sl. No.	Designation	Minimum qualification	Deployment Status	Minimum experience requirement	Roles and Responsibility
5	Driver	Registered commercial driving license for required MMU vehicle type	One Driver	2 years	<p>tests are of good quality from reputed agencies. Procurement of consumables should be planned in order to avoid stock-out.</p> <p>The maintenance and upkeep of the vehicle should be the responsibility of the driver. It is expected that the driver has experience of driving in road conditions that are typical to rural and urban areas. The driver should be able to do basic repair and maintenance of the vehicle with assistance from a helper.</p>

(viii) Service Provider shall provide MMU Supervisors as per Schedule A.

Each MMU Supervisor shall be responsible for:

- Overall co-ordination of all MMUs under his supervision and day-to-day MMU operations in the given combination of Districts.
- Ensure availability of consumables, medicines, lab reagents etc. for each MMU unit.
- Submission of consolidated indent for all MMUs in the combination of districts to the respective CMO office. The same will be procured by the respective CMO office and handed over to the district MMU supervisor, who will be responsible for further storage and distribution.
- Attend and report to CMO Office and District Health Society officials on a weekly/monthly basis.
- District MMU Supervisor will be the key point of contact for interaction with District Authorities.

(ix) Staff for the centralised control room shall be responsible for overall co-ordination of the National Mobile Medical Unit (NMMU) Project along with preparation of MMU performance reports.



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- (x) Service Provider should deploy at least one project manager, two business analyst and one emergency response analyst at the centralised control room and any additional staff, if required.
- (xi) The centralised control room should also co-ordinate will all MMUs in field in case of break-down, repair (vehicle & equipment), stock-out, staff absenteeism, MMU re-routing etc. and a report on the same should be submitted on weekly and monthly basis to Authority and respective district CMO.
- (xii) Service Provider will be responsible for deployment of adequately trained staff for NMMU Project. Service Provider should ensure compliance of Labour Laws and other applicable laws. The Service Provider will be solely responsible for noncompliance of these laws and acts.
- (xiii) Service Provider shall also be responsible for providing orientation and re-fresher training to MMU staff as and when required.
- (xiv) MMU should run compulsorily on Saturdays and Sundays apart from other working days



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1.3.17. Development and maintenance of MMU IT Application and procurement of necessary IT infrastructure

MMU IT Application will work as a Project Management Tool. It will be a key Project Management Tool which will work towards ensuring efficiency, transparency and accountability for the NMMU project. All information related to the MMU operations will be captured, stored and available for analysis in form of dashboards. The MMU IT Application will be used for purpose of overall MMU operations being managed at block level and the same would be accessible to Department of Medical Health & Family Welfare, National Health Mission, District level CMO offices etc. Access user rights of MMU IT Application will be made available to State / District level officials.

Following information shall be managed through the MMU IT Application -

- Reporting
 - Patient Registration Patient Record
 - Patient Referral
 - Asset Management, Drugs & Supplies
 - Staff attendance
 - Laboratory Test Management
 - Vehicle / Fleet Management
 - Human Resource Management, Patient Grievance & Redressal
 - IEC Management,
 - Dashboards
- User management
- Details of vehicles/equipment's etc. along with their functional status.
- Provision to increase various reports as desired by Dept. of MH& FW / NHM / CMO office / DHS
- Automatic tool for self-measurement of pre-defined performance SLA parameters, self-calculation of monthly payments and penalties.

High level scope of work related to MMU IT Application

The Service Provider shall be expected to perform the following activities as a part of development, deployment, roll out & maintenance of MMU – IT Application. The detailed requirement for each area of the scope is provided in the subsequent sub-sections.

1. Detailed Design of MMU IT System Architecture
2. Software Application Development and Rollout
3. Deployment and commissioning of Hosting infrastructure for the MMU IT Application
4. Training and handholding of FLW
5. Deployment of modules in phased manner

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6. Setting up and operation of Centralized Control Room

The following sections provide details on the specific activities expected to be performed under each of the above mentioned areas. The detailed functional and technical requirements for MMU IT Application have been provided in the RFP.

1. Detailed Design of MMU IT Application System Architecture

1. The Service Provider shall develop a detailed MMU IT System Architecture to meet the requirements specified in the RFP.
2. The activities in this area shall include:
 - a. Business Architecture – Development of Business Architecture will comprise of Business Process Mapping and detailing of system requirements based on inputs provided in in the RFP.
 - b. Application Architecture – Development of Application architecture which will meet the functional and non-functional requirements as been specified in the RFP.
 - c. Data Architecture - Development of Data Model Definition and Master Data Management Requirements. The Service Provider will have to study the data capture formats and identify before developing the software:
 - i. Fields which are redundant
 - ii. Fields which are best managed in the form of Master Data
 - d. Technology Architecture - Technology Architecture will cover the requirements related to the server, storage, network and security.
 - e. Load Estimation: an indicative load estimation is provided below -
 - 60-70 patients per day per MMU
 - The average minimum number of Patients to be served by each MMU per trip should be 60 (on monthly average basis).
 - The average minimum number of trips per month per MMU should be 24.

Architectural Principle

Architectural Principles: It is important that the SI (System Integrator) takes into account certain architectural principles while designing the solution, some of which are:

- a. *Technology Independence*: Applications should preferably be independent of specific technology choices and therefore shall be able to operate on a variety of technology platforms and shall not be dependent on specific hardware, operating systems software or platform.
- b. *Service Oriented Architecture*: Service Oriented Architecture should be the preferred architecture for software implementation to help future integration and addition of new systems.

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- c. *Ease of Use*: The underlying technology needs to be transparent to public. By having ease of use principle, training can be kept to a minimum thereby aiding IT change management and the risk of using a system improperly can be minimized.
- d. *Interoperability*: The ability to have applications and computers from different sources and platforms work seamlessly together on and across networks is the key to sharing resources and reduction in long-term development costs.
- e. *N-Tier model*: N-Tier model with application user interface, logic, data, and their associated processing in separate layers from each other in logical manner would be preferred model.
- f. *Extensibility and scalability*: Applications needs to evolve to support new business requirements and make use of new technologies beyond the scope of RFP. Application shall provide interfaces and service to integrate harmoniously with other applications
- g. *Integration Needs*: The system should be capable to integrate with other systems that Department may procure / implement in future. Information exchange with other government systems in future should be seamlessly possible.

2. Software Application Development, testing and its rollout

1. The Service Provider shall perform software application development and testing in line with CMMI Level 3 standards for development as per CMMI Version 1.3 to meet the requirements specified in in the RFP.
2. The Service Provider shall coordinate for conducting User Acceptance Testing with a sample of 15-20 Users selected among the SIFPSA/CMO office / PHS etc. The feedback collected from UAT shall be prioritized and incorporated suitably into the MMU-IT application prior to the rollout.
3. The Service Provider shall be responsible for setting up the development and testing environments at State level.
4. The Service Provider is required to conduct detailed requirements gathering and arrive at the specifics of the data fields to be captured, the reports to be generated in the system, and the third party integration required as part of development of the Software Requirements Specifications document. The same, once approved by the Authority, shall form the basis of all data reporting and monitoring and evaluation activities envisaged as part of the MMU-IT program.
5. As part of the roll out, the Service Provider shall be responsible for consolidating and porting into the application any Master Data that is required for the effective functioning of the application.
6. The Service Provider shall plan for releases of software systematically and ensure the rollout should happen in timely manner. It is suggested to perform releases after due field testing in a block, stabilize the version and then release to all MMU's simultaneously.

3. Sizing, Provisioning, Deployment and Commissioning of Hosting infrastructure for the MMU-IT Application

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1. The Service Provider shall be responsible for sizing of the infrastructure required for hosting the MMU-IT application in line with the service levels expected.
2. The Service Provider shall be responsible for provisioning and deployment of the infrastructure as required.
3. The Service Provider shall need to host the solution in a co-located data centre or cloud such that data resides only in servers located in India. The detailed technical requirements for Data Privacy are provided in in the RFP and the same need to be complied with.

4. Training and handholding of all MMU staff

1. Training and handholding of all MMU staff is an important responsibility of the Service Provider in this project.
2. The Service Provider is responsible for adopting the appropriate training and handholding approach to ensure that the MMU healthcare operations objectives are achieved.
3. The Service Provider shall be responsible for developing the training and capacity building strategy best suited for the conditions prevailing in the state of UP.
4. The training delivery shall be subject to third party audits by an agency nominated by SIFPSA / Department of Medical Health & Family Welfare and the Service Provider is required to provide all support required for successful conduct of these audits.
5. Training content with respect to MMU-IT Application shall be developed and delivered in Hindi
6. The Service Provider shall be responsible for providing hard bound training material hand-outs to each designated MMU staff with adequate amount of graphics/images and easy readability to support learning;

5. Deployment of modules in phased manner

Following are the IT Application modules which will be developed. The same has been divided into different phases –

SL	Name of the module	Development Phase
1	Patient Module	phase 1
2	Asset Management	
3	Drugs & Supplies	
4	Biometric based attendance	
5	HR Management	
6	Laboratory Test Management	phase 2
7	Vehicle / Fleet Management	
8	IEC Management	phase 3
9	Patient Grievance & Redressal	
10	Synchronization Module	

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Design standards

Data Privacy Standards - Protected Health Information

- a. The data being collected as part of the MMU IT Application about the end beneficiaries, viz., men, women and children falls under the category of Protected Health Information.
- b. Protected health information (PHI) is any information about health status, provision of health care, or payment for health care that can be linked to a specific individual.
- c. The MMU-SP shall be responsible for managing and ensuring the privacy of this information.
- d. Specific data protection modalities would need to be worked out by the MMU-SP in consultation with NHM.
- e. The data must not leave the geographical boundary of India
- f. All personally identifiable information must be encrypted on transmission, storage, backup and retrieval
- g. Any data privacy breach (data leakage) must be notified immediately to the concerned authorities, such breach shall be construed as Service Provider's Event of Default
- h. Access to personally identifiable information shall be secure and must be accessible only to Authorized personnel. The list of authorized personnel with access to personally identifiable information is always known
- i. Detailed audit logs will be available to track and trace access to personally identifiable information
- j. No biometric, audio, video, photographic personal data shall be downloadable from the application for offline use or into a storage system or server or backup device.
- k. In addition to the above, the MMU-SP shall be required to comply with any laws or guidelines pertaining to Information Security, Data Protection, cloud usage regulation and Data Privacy as may be promulgated or issued by the Authority or by any competent authority under the Government of India or the Government of Uttar Pradesh which may be applicable to this project including but not limited to those issued under the Information Technology Act, 2005

A. Project Management Support –

Project Management Support shall be provided through a centralized control room with minimum seating space for 5 resources. The overall operations of the National Mobile Medical unit will be monitored from the centralized control room through MMU IT application. The centralized control room will be connected to MMU Vehicles on field and Data Centre/ Server Room (i.e. location at which the Application is hosted).

The MMU SP shall be responsible for supporting Monitoring and Evaluation of the NMMU project and the role shall include the following activities:

- Reporting of NMMU implementation progress vis-à-vis plan to various stakeholders.
- Conduct of periodic surveys/studies to assess NMMU project outcomes

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B. Procurement and maintenance of IT equipment's –

Each NMMU will have following IT related equipments –

- 2 Laptops (along with software) - One Laptop for Doctor for managing Patient Record History and other Laptop for data entry in MMU IT Application and patient registration
- 1 Laser Printer – for providing patient registration cards, prescriptions, reports etc.
- 2 Input devices for photograph & biometric capture
 - for capturing MMU staff attendance
 - For patient registration
- Vehicle tracking system (including connectivity) - for tracking actual field positioning of the vehicles
- 2 high speed data card - for accessing the MMU IT application)
- Other IT hardware related accessories

C. Detailed Functional Requirement specifications

This section describes in detail the functional requirements to be met by the MMU SP in the overall MMU IT Application system. The MMU SP is required to study the indicative Functional requirements (as defined below) in detail and develop them further into Software Requirement Specifications (SRS).

Overall the application shall have function-specific modules to record the various operational aspects of NMMU project. The MMU IT Application should have provision for online & offline usage of application so that the operations are not hindered due to poor / no communication links and the records / data/database can be synced with the centralized database.

S.N	Module name	Name of Requirement	Requirement ID	Requirement description
1.	Patient registration management	Patient Registration	RID1	In the first visit each patient shall be registered with a unique registration ID.
2.			RID2	The details of patient along with Aadhaar number/phone number, biometrics and photograph using camera shall be captured so that the registration ID is generated for the patient, which can also be in the form of patient ID card.
3.			RID3	The solution shall allow user to choose the type of the registration activity - new registration or registration maintenance (update/modify existing

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S.N	Module name	Name of Requirement	Requirement ID	Requirement description
				registration details) before proceeding further.
4.			RID4	The solution shall have data validation checks and shall intimate the user if data has been incorrectly entered.
5.			RID5	The solution shall provide a facility to save the data provided in the form for a pre-defined interval even if the form is only partially complete. The solution shall allow user to resume filling of the form in a different session at a later point of time before the expiry of the pre-defined time interval. The solution shall provide periodic notifications to the user during the active session for saving the data entered into the form.
6.	Patient record management	Patient Record	RID6	The registration details along with the doctor's name, MMU ID / number etc. shall be auto-populated based on the linkages with the patient ID.
7.			RID7	Broadly the form shall have around 15 to 20 fields /details which shall also have the details of the health services taken by the patient along with other health related data of the patient including prescribed medicine, diagnostics, test results etc.
8.			RID8	The patient record will be linked to biometric of the patient (It will be a closed biometric solution as the MMU covers the same area repeatedly, it will automatically also reflect the patient record from previous visit).
9.			RID9	The patient record shall also be linked to patient ID which will be given to him along with his patient card.
10.	Patient Module	Patient Referral	RID10	The referrals of the patients shall be captured and follow-up status, if

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S.N	Module name	Name of Requirement	Requirement ID	Requirement description
				relevant.
11.	Asset Management	Asset Record	RID11	All assets of a MMU shall be mapped along with the details of make, serial number, warranty period etc.
12.	Drugs & Supplies Management	Stock availability 1	RID12	The details of the drugs & supplies available in the MMU and their utilization rate will be captured.
13.		Stock availability 2	RID13	Appropriate linkages with the store should be there for stock movement and adequate availability in MMU.
14.	Biometric based attendance management	Staff attendance	RID14	Biometric & camera based attendance system for capturing the attendance of MMU Staff attendance.
15.		Attendance monitoring	RID15	The attendance for all the staff shall be taken at least thrice in a day which shall have appropriate interface with the centralized application / portal so that it can be viewed on real time basis on a web browser using the web portal from the centralized application. The same shall also be viewed for monitoring aspects from the centralized control room.
16.	Laboratory Test Management	Lab Tests record	RID16	To record the diagnostic tests conducted for the patients along with the results.
17.	Vehicle / Fleet Management	Route	RID17	Integration with the GPS device so that the location and route of the vehicle can be tracked and monitored from the central control room.
18.		Vehicle details	RID18	To record the details of the vehicles deployed for the districts along with their registration, model, make, insurance etc. details.
19.	Human Resource Management	MMU HR details	RID19	This will capture the details of all the staff deployed for each MMU as well as the staff at the central control room along with the details of their leaves

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S.N	Module name	Name of Requirement	Requirement ID	Requirement description
				etc. This shall have linkages with the biometric attendance module.
20.	IEC Management	IEC record	RID20	To capture all IEC activities undertaken by each MMU including details on camps etc.
21.	Patient Grievance & Redressal	Grievance Record	RID21	To capture the grievance of the patient.
22.		Grievance Redressal	RID22	This module shall capture the redressal details of the grievances of the patient.
23.	Synchronization Module	Synchronization	RID23	Since the client machines (i.e. each MMU) may also work in an offline mode, a two way synchronization from the client application to the central application should also be provisioned. The synchronization shall be done as per the procedures / intervals defined by the department.
24.	Other Requirements	Security control & standards	RID24	The application should have security controls at all levels with proper user authentication and access matrix. Adherence to various standards should also be there.
25.		Other Solution requirement	RID25	The solution design should have scalability, availability, backup, disaster recovery etc.
26.		SMS integration	RID26	Integration of MMU IT Application with SMS Gateway
27.	Technical Support	Technical Support at Field level	RID27	The solution shall assist in registering technical issues and complaints. In case a technical support request has been raised, each MMU shall receive the issue tracking number. The issue and action item tracking details shall include the following: -Issue description -Issue priority -Issue status - Plan for resolution- Individual



S.N	Module name	Name of Requirement	Requirement ID	Requirement description
				<p>responsible for resolution</p> <p>-Expected resolution date</p> <p>-Actual resolution dates</p> <p>- Resolution action</p>
28.	Dashboard	Dashboard for the project	RID28	<p>The solution shall have the dashboard related to all the MMU field level activities being undertaken. The access to the dashboard needs to be provided to the State authorities.</p> <p>Dashboard will cover but not limited to the following –</p> <p>MMUs route plan details</p> <p>MMUs site availability status</p> <p>MMUs Manpower status</p> <p>MMUs Equipment status</p> <p>MMUs Drug's and Consumables status</p> <p>MMUs IEC activities status</p> <p>Grievance and its redressal status</p>
29.	Data Management	Data Management	RID29	<p>The solution shall be able to store the data till the time it is transmitted to the server. The solution shall be configurable to prevent corruption or loss of data already accepted into the solution in the event of a solution failure. The data log shall be captured with the time-stamp</p>

D. Security requirements

- The solution shall be configurable to prevent corruption or loss of data already accepted into the solution in the event of a solution failure
- The solution shall support protection of confidentiality of all Protected Health Information (PHI) delivered over the Internet or other known open networks via encryption using triple-DES (3DES) or the Advanced Encryption Standard (AES) and an open protocol such as Transport Layer Security (TLS), Secure Sockets Layer (SSL), Internet Protocol Security (IPsec), XML encryptions, or Secure/Multipurpose Internet Mail Extensions(S/MIME) or their successors.

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- The solution, when storing PHI on any device shall support use of standards based encrypted format using 3DES, AES or their successors.
- In the event that a solution does not support pre-login capabilities, the solution shall display the banner immediately following authorization.
- The solution shall ensure that the inbound and outbound data stream on third party data from external data sources shall be secured
- The solution shall record any change to the registration record in a log with details like name of the user making the changes, timestamp of transaction, etc.
- The solution shall maintain a log of all user activities related to access - view and printing of the validation of the registration validation list. The log, among other details, shall include the user id, access date and time, and type of accesses made. The log shall be linked to the registration record and available for access for the authorized users.
- The solution shall ensure that registration data is accepted only when submitted by a human and not by an automated program
- The solution shall provide secure and automatic access to external web services

6. Deployment of Centralised Control Room

Service Provider shall set-up a Centralised Control Room at Lucknow for remote monitoring of NMMU operations through IT-enabled System. For proper management, (Service Provider) will have to provide two LED TV which will display actual positioning of MMUs (though GPS tracking).

Sizing & Procurement of necessary IT infrastructure to be done by Service Provider to meet the SLA's. Department will monitor the performance of MMU's based on the SLAs. NMMU –SP will set up Centralised Control Room at Lucknow for remote monitoring of NMMU operations through IT- enabled System.

1.3.18. Operationalization of NMMU Project in two phases (pilot phase and operationalization phase) as set forth in Schedule C

- (i) Service Provider will be responsible for preparation of MMU route map for each MMU in all Districts:
 - a. It will be the responsibility of Service Provider to prepare MMU route plan based on distance from PHCs (normally more than 5 kms) and also where the delivery of basic health services is affected by vacancies, absenteeism and poor infrastructure.
 - b. Each MMU should be allocated to a separate block in a District. District-wise or/and Block-wise allocation of MMUs shall be changed only upon the approval of Authority based on proposal sent by District Health Society (DHS).
 - c. MMU Services Points for route plan of each MMU shall be defined by Service Provider in consultation with the CMO and should be approved by DHS.

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- d. Service Provider should identify the nodal villages and nearby habitations which will be covered by each MMU Service Point and create awareness of the services to be provided through MMUs.
 - e. For every MMU Service Point finalized in consultation with CMO, the Service Provider will have to identify the nearest PHC, CHC, DH and Office of DMO etc. for referral cases.
 - f. Service Provider shall operate the MMU as per finalised route plan and implement the programme accordingly by issuing advance intimation to the concerned Village Health & Sanitation Committee (VH&SC), ANM and ASHA etc.
 - g. Service Providers should ensure that each MMU Service Point should be re-visited on Fortnightly basis i.e. once every 2 weeks as per prescribed Route plan shared by CMO. Route Plan will be revised every two months and shared with Service Provider by CMO. In case, no revised plan is received the Service Provider, Service Provider shall use the existing plan in use for the visiting the service points, till such date, a revised plan is provided to Service Provider by CMO.
 - h. MMU should run compulsorily on Saturdays and Sundays apart from other working days.
 - i. Service Provider in special circumstances may be deployed for activities such management of epidemics, other health emergencies etc. Any deviation in MMU Route Plan from the pre-approved MMU route plan should be done after approval of Authority.
- (ii) One MMU Trip will be defined as the following:
- a. Presence of MMU Vehicle at designated MMU Service Point. The MMU should be present at MMU Service Point location by 9:00 AM for a period of 8 Hrs with 'Healthcare Service Window' of 6 Hrs.
 - b. Doctor and all MMU Staff should be present in the MMU Van for the entire duration of 6 Hours Primary Healthcare Service Window.
- (iii) Service Provider should provide Primary Healthcare (Preventive, Promotive, Curative and Diagnostic) to all patients during the MMU Service Window of 6 Hours for each trip.
- (iv) Service Provider should ensure that each local district office required to be established by MMU-SP in terms hereof is stocked with at least 1 month of buffer supply of medicines and consumables. It will be the responsibility of the Service Provider to ensure proper storage of drugs received from the CMO.
- (v) Service Provider should ensure that indent for medicines/drugs is raised to the CMO Office well-in- advance in order to avoid stock-out situation.
- (vi) Service Provider should maintain records such as Stock Register for medicine and other consumables along with distribution and utilization in the prescribed format being used at PHC, CHC or DH
- (vii) Service Provider should provide the CMO with adequate usage reports, patients covered, stock status etc. in order to ensure proper utilization of the drugs provided by the CMO.
- (viii) Service Provider shall provide healthcare services, diagnostic services (lab tests), counselling services, medicines/drugs free of cost to all patients attending the unit.

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- (ix) For all cases referred for further care management to nearest health facility (such as PHC, CHC, DH etc.), Service Provider should ensure that second copy of the referral slips is collected from patients who re-visit MMU. This will help Service Provider to track patients who have been recommended follow-up referral services.
- (x) Service Provider along with State Health Department will be jointly responsible for creating necessary awareness & educating the masses in un-served and under-served areas through IEC activities. IEC material prototype will be provided by the authority. Final material to be displayed should be prepared by Service Provider. The IEC material should be approved by Authority.
- (xi) Service Provider should carry out half an hour of IEC audio visual activity for each trip in order to create awareness and promote adoption of better health related practices. The audio visual material will need to be approved by Authority.
- (xii) Service Provider will ensure that the Mobile Medical Units (MMUs) are well-equipped/stocked with medical equipment, instruments, consumables lab reagents, furniture, IEC material etc.
- (xiii) Service Provider will be responsible for the safety & security of the MMU vehicle and Staff engaged for the purpose of MMU and for any related vicarious liabilities.
- (xiv) Service Provider shall set-up a local office in each district. The office will also be used for storage of medicines, consumables and lab reagents, Service Provider should ensure that the each items is stored properly and as per standard norms to ensure usability of the same.
- (xv) Service Provider shall be responsible for ensuring adherence to Standard Operating Protocol, Fire Safety Guidelines, Bio-Medical waste management guidelines etc.
- (xvi) Service Provider representatives should attend periodical meetings organized by the department on weekly/ monthly basis or as and when required along with a progress report and any other required information. (Centralised Control Room staff at State-level and District MMU Supervisor at District-Level).
- (xvii) Service Provider shall be obliged to participate and co-operate in all monitoring and evaluation activities or inspection or review by any government body or through third party as finalized by the Authority.
- (xviii) Service Provider should ensure that all the data entry related to MMU IT application is completed on daily basis.
- (xix) Attendance for all Medical and Para-Medical staff deployed on the MMU vehicles shall be recorded by thrice in a day through bio-metric reader and camera for photograph. The same should be transmitted to the centralised control room. Service Provider will ensure that necessary IT-enabled system should be deployed at MMU vehicles and Centralised Control Room to support this functionality.

Roles and Responsibilities of Authority

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The roles and responsibilities of the State Health Department for the Mobile Medical Unit Project are as given below:

- (i) Overall supervision and monitoring of working of the Mobile Medical Units will be the responsibility of Authority.
- (ii) It is the responsibility of the Authority to pay the MMU SP in accordance with the Agreement.
- (iii) Monitoring of day-to-day operations of NMMU project at district level will be the responsibility of the District Collector/District Magistrate who is the chairperson of the District Health Society and Chief Medical Officer for the concerned District.
- (iv) Periodic inspection of the Mobile Medical Unit and the area of operation, MMU services and other related activities in the field.
- (v) Periodic examination of operational and financial records maintained by the Mobile Medical Unit Service Provider.
- (vi) CMO shall facilitate the identification of the spot i.e. MMU Service Point in each of block along with nodal village and coverage area for Healthcare Services provided by MMUs.
- (vii) The Service Provider will ensure that all MMU staff including the doctor qualifications are produced to CMO within one week of deployment. CMO will be responsible for verifying the qualification of Medical Officer, Para-Medical Staff and other staff of the Service Provider within one week of submission.
- (viii) District Health Society will undertake monthly, quarterly reviews as and when required based on pre-defined reporting formats as prepared by Service Provider.
- (ix) Authority will be responsible for providing format for referral, mother and child protection card etc.
- (x) It is the joint responsibility of the Authority and Service Provider to promote awareness among the community of the availability of mobile medical services by displaying posters and banners in prominent locations in the villages like the panchayat building, sub-centre and community halls.
- (xi) There should be checklist prepared which will include but not limited to following details:
 - Details and number of medical, paramedical staff
 - Availability and operational functioning of the equipment's
 - Availability of consumables
 - Availability of IEC materials
- (xii) This checklist will be certified by the block MOIC/ Superintendent, for each MMU on weekly basis. Scan report of the same needs to be uploaded over IT Application by the Service Provider.

DETAILS OF IT RELATED INFRASTRUCTURE

Bill of material for IT related infrastructure:

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S. No.	Name of item	Quantity	Description
1.	Laptop (Operating System Preloaded & Antivirus)	340 (2 for each MMU)	<ul style="list-style-type: none"> One Laptop for Doctor for managing Patient Record History One Laptop for data entry in MMU IT Application and patient registration
2.	Laser Printer	170 (1 in each MMU)	For providing patient registration cards, prescriptions, reports etc.
3.	Input devices for photograph & biometric capture	340 (2 for each MMU)	<ul style="list-style-type: none"> One for capturing MMU staff attendance One for patient registration
4.	Vehicle tracking system (including connectivity for VTS)	170	One per MMU
5.	High speed data card	340 (2 for each MMU)	<ul style="list-style-type: none"> Devise should provide best connectivity within the coverage area of MMU. One devise for laptop One devise for Doctor's laptop
6.	Web camera	170	For capturing Patients photographs
7.	Any other IT related hardware accessories (required for the solution)	As per requirement	-
8.	Bio-metric equipment	2	1 for patients and 1 for staff attendance

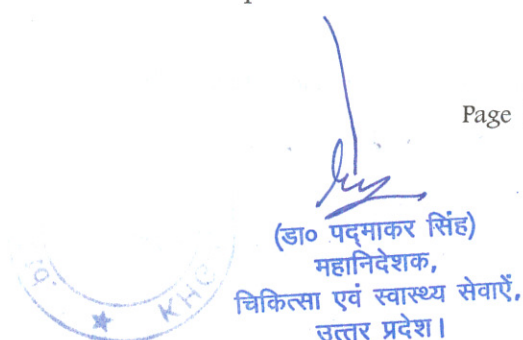
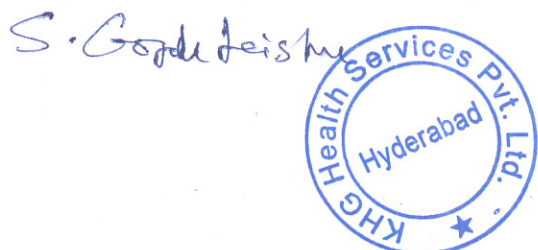
1.3.19. Technical Specifications for IT related infrastructure

Important Note for bidders:

- It is mandatory to furnish complete technical specifications of the hardware & peripherals being offered, strictly as per the format, provided here. Correct technical information of the product being offered must be filled in.
- Filling the technical specifications/ information in the format using terms such as 'OK', 'Accepted', 'Noted', 'As given in Brochure/ Manual', 'Complied' is not acceptable. The offers not adhering to these guidelines are liable to be rejected.
- All relevant product information such as user manuals, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid.
- In case any technical variance is offered, the same must be specified under the "Deviation, if any" column.

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- (v) For each item listed below, the bidders should propose only one product.
 (vi) These specifications should be considered as the minimum to be fulfilled.

1) Laptop

SN	Features	Specifications(Minimum required)
1.	Make	Must be specified
2.	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3.	Processor	Intel Core i5 or higher or AMD equivalent
4.	Speed	3.0 GHz or Higher
5.	Cache	3 MB Cache or more
6.	Mother Board	Original OEM manufactured
7.	Memory	4 GB RAM (1066 MHz) or higher expandable upto 8GB
8.	Hard disk	500 GB SATA (7200 RPM) or higher capacity
9.	Display	14.0" or above Wide Screen Display
10.	Resolution	1280 x 768 WXGA or higher
11.	Video Graphics	Integrated HD Graphics
12.	Web Camera	Integrated Web Camera
13.	Wireless Connectivity	Integrated Wireless 802.11 a/b/g/n, Integrated Bluetooth 2.0 or higher
14.	DVD drive	
15.	Sound System	Integrated Stereo Speaker
16.	Keyboard	Standard Keyboard with Touchpad
17.	Ports	Minimum 3 USB Ports 2.0 or higher, 10/100/1000 Ethernet Card, RGB/S-Video/VGA, HDMI, Microphone, Stereo Head Phone, Media Card Reader and other Standard Ports
18.	Battery Backup	6 cell Li-ion battery with re-chargable pack for around 4 hrs.
19.	Certification	Laptop manufactured in ISO 9001:2000, ISO 14001 plant and DMI, FCC, UL, CE compliance
20.	Weight	Less than 3 kg
21.	Carry Case	Good quality Carry Case

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SN	Features	Specifications(Minimum required)
22.	Warranty	Minimum 3 Years on-site Comprehensive on Laptop and 3 year on battery

2) Laser Printer

Sr.No.	Features	Specifications(Minimum required)
1.	Make	Must be specified
2.	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3.	Print speed	30 ppm or more
4.	Print resolution	1200 x 600 x 2 dpi or more
5.	Print technology	Laser
6.	Monthly duty cycle	8000 pages or more
7.	Memory, standard	32 MB or higher
8.	Print languages, standard	Host-based printing, PCL 5e
9.	Duplex printing (printing on both sides of paper)	Automatic (standard)
10.	Media sizes, standard	A4 , letter
11.	Media sizes, custom	250-sheet input tray: 5.8 x 8.27 to 8.5 x 14 in; priority feed slot: 3 x 5 to 8.5 x 14 in preferable
12.	Network ready	Standard (built-in Ethernet)
13.	ENERGY STAR® Qualified	Yes

3) Input devices for photograph & biometric capture

a. Finger print scanner (4-4-2)

- The fingerprint device will be used to capture thumb impression.

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- The fingerprint scanner is integrated with software where it supports various quality checks and image quality to support operator.
- Software will support operator during registration process and make sure there are no bad image quality data captured for drivers.

Sr.No.	Features	Specifications(Minimum required)
1.	Make	Must be specified
2.	Model	Must be specified. All the relevant product brochures and manuals must be submitted.
3.	Capture Mode	Plain live scan capture
4.	Image Acquisition requirements	Setting level 31 or higher
5.	Image evaluation frame rate	>3 frames/sec, continuous image capture
6.	Images	Raw, PNG, WSQ, JPEG 2000 Loss less Images
7.	Capture Mode	Auto capture with built-in quality check (incorporates NIST quality considerations)
8.	Capture Area	>76mm x 80mm
9.	Minutia Extraction Algorithm	Minex compliant
10.	Connectivity	USB 2, USB-IF certified
11.	Power	Through USB or through an external power source or power adaptor
12.	Operating Temperature	0-50 deg C
13.	Humidity	10-90% non-condensing
14.	Durability/Shock	IP54
15.	Standards	Meets ISO / IEC 19794-4

4) Vehicle Tracking System (170 – one for each MMU)

The Vehicle Tracking System ('VTS') will utilize the GPS tracking device to provide the position of every MMU. The GPS device is fitted inside the VTS device with data logging facility and GPRS connectivity in the MMU. The co-ordinates of MMU location will be continuously transmitted through GPRS connectivity to the Data center. The VTS system shall have the below feature:

Centralized Control Room & at the office of State level Authorities: The Centralized Control Room & office of State level Authorities will be able to monitor the MMU location. The Centralized

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Control Room and office of State level Authorities shall have large LED display terminals where the MMU can be monitored on digital maps. The Actual Time of Arrival and Actual time of departure information of the MMU's can also be monitored. Some of the key parameters than can be tracked using the Vehicle tracking system are locations of the MMU, path followed by the MMU etc.

The Vehicle Tracking System shall have following components –

- VTS device
- Vehicle Tracking Software at Centralized Control Room & at the office of State level Authorities

Other important requirements for the Vehicle Tracking System are provided below -

SN	Requirement
1.	Each MMU, using the vehicle tracking (VTS) device, shall determine its precise location through GIS based GPS System and transmit the same to the Centralized Control and at the office of State Authorities (through Data Centre) at defined intervals of time. The location will be displayed on GIS based route maps at Centralized Control and at the office of State Authorities continuously.
2.	The VTS system shall be able to compare the actual location of the MMU, at any given time, with its scheduled location.
3.	The VTS should provide provision for the GIS based route maps which would be required for real-time vehicle tracking. Vehicle tracking, application software (including complete Uttar Pradesh Map, Map engine and APIs all should be licensed version) Important: 1) GIS based road maps for VTS would be required to be provided by the Service Provider from available sources with proper licenses, etc. as may be required. 2) Map resolution shall be at least 1:25,000 3) Service Provider would be required to create GPS based route maps for NMMU project on the planned road maps through route survey. These route base maps should contain all trafficable routes along with sufficient Points of Identification for easy identification of the exact location of MMUs.
4.	Information elements that need to be captured and transmitted to Data Center at the minimum include longitude, latitude, and physical location en-route with date and time stamps, MMU number, route number, and Driver ID, etc. The data shall be archived after 3 months.
5.	Vehicle tracking shall provide these data on real time basis at pre-determined and configurable intervals (10 seconds) over GPS network.
6.	While MMU mounted components of Vehicle tracking device shall be easily accessible for servicing but at the same time it should be located inside tamper proof container to prevent tampering or unauthorized removal.

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SN	Requirement
	Note - The VTS device should send alerts in case there is an attempt to tamper with the device.
7.	Vehicle tracking device unit shall not only operate outdoors but also be able transmit signals in an environment which may not have a clear view of the sky
8.	The VTS device should have an SOS button which should send an SMS to the Control Centers in case of an emergency.
9.	This system should provide for the following features: <ul style="list-style-type: none"> - Facility for polling for current information location on demand - Tracking of MMUs that deviate from the scheduled route based on definition of permitted geographic regions of operation - Vehicle Fleet Summary Dashboard – Quick view on vehicle fleet performance - Register a MMU on unscheduled route from backend on real time basis
10.	The software deployed at the Centralized control room and office of Departmental authorities should have following functions: - <ul style="list-style-type: none"> - Applications Software shall have a facility to define the Masters. - New routes shall be created in the application. - Departmental officials shall be able to access the application as per the pre-defined roles and responsibilities - The application shall provide facility to query the data and generate the customized reports as per the requirements.
11.	State Departmental officials shall be able to generate / download various reports specific to vehicles associated to specific region / site such as the following: <ul style="list-style-type: none"> - Position of the particular vehicle at any given point of time mapped to the land mark location, area, site, etc. - Tracking the complete route taken by a particular vehicle on timescale - Time taken to complete a trip by specific MMU in a day - Deviations taken by a specific MMU during the trip - The VTS system should display the contact details of the MMU driver so that the Centralized control room staff can communicate with them directly.
12.	Alerts will need to be generated in case of deviations from the authorized route and recorded in all cases for reporting and review.
13.	Alerts will need to be generated in case on exceptions for all other pre-configured parameters such as change in pre-defined route, not meeting the ATA and ATD schedules etcfor each trip.

Connectivity for VTS

Network Type	Bandwidth Requirement	Connectivity Link (Technology, Bandwidth and name of
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		service provider(s), make and model)
GSM + GPRS, 2G/3G whichever is available in the particular region	As per solution requirement	<< To be provided by the Service Provider>>

5) High speed data card (300 – two for each MMU)

Network Type	Bandwidth Requirement	Connectivity Link (Technology, Bandwidth and name of service provider(s), make and model)
GSM + GPRS, 2G/3G whichever is available in the particular region	As per solution requirement	<< To be provided by the Service Provider>>

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SCHEDULE C – PROJECT MILESTONES

(See Clause 12.2)

Sl.	Milestones	Timelines
Phase 1: Pilot phase		
1	1.A. Finalization of design layout for Mobile Medical Van	
	Submission of details of Vehicle Models (MMU van), its fabrication design, details of equipment's by the NMMU-SP for approval from Authority	T+1 Week
	Approval by Authority	T+ 2 Weeks
	Submission of vehicle drawings (interior & exterior) to other concerned state authorities as notified by the Authority to MMU SP	T+ 3 Weeks
	Approval from other concerned state authorities as notified by the Authority to MMU SP (certificates / clearances to be obtained by NMMU-SP)	T+ 4 Weeks
	1.B. MMU Site Plan	
	Identify underserved and un-served areas in each district and conduct a district-wise site mapping exercise in consultation with CMO. The Site plan has to be approved by DGMH, U.P.	T+2 Weeks
	Prepare MMU site plan for MMU Service Points. Site plan to be approved by District Health Society (DHS)	T+4 Weeks
	1.C. MMU Standard Operating Procedures	
	Submission of Standard Operating Procedures (SOP) & Standard NMMU operating protocols (SNOP) by NMMU SP to the Authority.	T+ 2 Weeks
	Approval by Authority on SOP & SNOP	T+ 4 Weeks
	Finalisation of Monthly and other Report Formats (in consultation with health department) by MMU-SP and its submission to Authority	T+ 1 Week
	Approval by Authority	T+ 2 Weeks

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1.D.		Pilot Launch of 53MMUs across 53District (without IT Application enablement but with enablement of online GPS tracking system, capturing staff attendance and Dashboard from 1st day) at least one in each district		
		Procure and Fabricate MMU Vehicles & MMU Equipments	T+ 12 Weeks	
		Request to be made to other concerned state authorities as notified by the Authority to MMU SP for approvals		
		Approval from other concerned state authorities as notified by the Authority to MMU SP (certificates / clearances to be obtained by NMMU-SP)		
		Procure consumables, drugs/medicines		
		Hire and deploy adequately trained MMU Staff		
		Operationalise minimum one MMU unit in each of the36 Districts (i.e. 1 MMUs per District)		
1.E.		Development, Deployment & Launch of MMU IT Application		
		Finalisation of Monthly and other Report Formats (in consultation with health department) by MMU-SP and its submission to Authority	T+ 1 Week	
		Approval by Authority	T+ 2 Week	
		Preparation of System Requirement Specification based on Functional Requirement Specification (as mentioned in the RFP)	T+ 3 Weeks	
		Approval of System Requirement Specification by Authority	T+ 4 Weeks	
		Development & deployment of MMU IT- Application	T+ 15 Weeks	
		UAT of the application		
		Launch of IT Application		
	1.F		Setting up of Centralised Control Room (including deployment of IT & Non IT infrastructure)	
			Setting up of Centralised Control Room (including deployment of IT & Non IT infrastructure)	T+ 12 Weeks
Deployment of CCR and District level Manpower (as defined in RFP)			T+ 12 Weeks	
Phase 2: Operationalization Phase				
2	2.A.	Operationalization of MMU		


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	Part 1: Operationalization of additional 63MMUs - Procure and Fabricate MMU Vehicles & MMU Equipments - Procure consumables, drugs/medicines - Hire and deploy adequately trained MMU Staff - Enablement of online GPS tracking system in 63 MMU's to be operationalized in this phase - Operationalization of additional 63MMUs	T+ 16 Weeks
	Part 2: Operationalization of all remaining 54 MMU in remaining districts - Procure and Fabricate MMU Vehicles & MMU Equipments - Procure consumables, drugs/medicines - Hire and deploy adequately trained MMU Staff - Enablement of online GPS tracking system in all remaining 54 MMUs - Operationalization of all remaining 54 MMU in remaining districts	T+ 24 Weeks
2.B.	Successful Deployment of MMU IT Application	
	Deployment of IT Application in all 170 MMU's	T+ 24 Weeks
T – Appointed Date		

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SCHEDULE D – LIST OF EQUIPMENT WITH SPECIFICATIONS AND STANDARDS

(See Clause 1.1)

List of Equipment and Instruments (To be procured by MMU-Service Provider) –

SL	Equipment / Instrument	Quantity
1.	Microscope with Light source (Binocular)	1
2.	Sterilizer 38 cms with electric drums	1
3.	Dressing Drum (11X9)	2
4.	Weighing Machine Adult- Digital Display	1
5.	Weighing Machine baby – Digital Display	1
6.	Stethoscope	2
7.	BP Apparatus Aneroid type – Technique Aneroid	2
8.	Hemoglobin meter (Digital)	1
9.	Centrifuge machine (mini)	1
10.	Nebulizer	1
11.	Ambu bag Adult	2
12.	Ambu bag Pediatric	2
13.	Suction apparatus with accessories	1
14.	Torch & Spot light	1
15.	Glucometer	1
16.	Refrigerator (capacity 50 to 60 liters)	1
17.	Needle cutter (manually operated)	1
18.	Laboratory table - Portable (This item is exclusively not to be placed separately, but it needs to be fabricated in the MMU)	1
19.	Laptop	2
20.	Laser Printer	1
21.	Broadband Internet Data Card	2
22.	Water Purifier	1
23.	Foldable Half Bench	2
24.	Foldable seats for staff	4
25.	Waste Collecting bins, as per Biomedical waste Management specifications	-
26.	Stool	4
27.	Cot	1
28.	Examination table	1
29.	Brackets for Oxygen Cylinder with adjustable straps	2
30.	Large Oxygen Cylinder	2
31.	Detachable stretcher	1
32.	Hooks for an intravenous bottle – 04 (Min)	4
33.	Chairs	5
34.	Generator	1
35.	AC Fan	1

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SL	Equipment / Instrument	Quantity
36.	Transfusion Bottle Hook	2
37.	Fire Extinguisher	1
38.	View Box	1
39.	Digital clock	1
40.	Height Measurement Instrument	1
41.	Stainless Steel Cabinets	3
42.	Water Storage Tank	1
43.	Screen (for privacy)	2
44.	Emergency light	2
45.	Soap Container	3
46.	Towel Holder	2
47.	Semi-Auto analyser	1
48.	Test tubes	1
49.	Auto pipettes	1
50.	Examination Torch	2
51.	Knee Hammer	-
52.	Measuring Tape	-
53.	Curved Scissor	-
54.	Straight Scissor	-
55.	Electrical Needle Destroyer	-
56.	Vaccines Carrier	-
57.	Clinical Thermometer	-
58.	Mackintosh	-
59.	Display Board on Services Offered by MMU	-
60.	LED TV	1
61.	Basin	-
62.	Water Storage Device	-
63.	Non- Toothed Forceps	-
64.	Toothed Forceps	-
65.	Vaginal Speculum	-
66.	Tourniquet	-
67.	Kidney tray (Plastic) 12"	-
68.	Public Address System (Speakers, amplifiers, mikes etc.)	-
69.	All accessories and consumables related to medical equipments and instruments need to be procured by the MMU – SP	-
70.	Laboratory Incubator	-
71.	Micro typing centrifuge	1
72.	Collection bulbs-EDTA,PLAIN	-
73.	Stains Field-A,B	-
74.	Lancet Needles	-
75.	Widal test kit	-
76.	Tonometer	1
77.	12 LED ECG Machine	1
78.	Portable laboratory unit	1

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SL	Equipment / Instrument	Quantity
79.	Extention box	1
80.	Spike buster	1
81.	Ophthalmoscope	1
82.	Laryngoscope Adult	1
83.	Auto scope	1
84.	Laryngoscope Child	1

Note: Above is the indicative list of Equipments and Instruments, however based on the need of the Project, additional Equipments and Instruments shall be procured, installed and operationalize by the NMMU SP. No additional cost shall be paid by the Authority to NMMU SP

Following is an indicative list of other items, which shall be included in the MMU as per requirement:

List of Stationary and operational items (To be procured by MMU-Service Provider)

SL	List of Stationary and operational items
1.	Attendance register
2.	Case papers – 3
3.	Daily check list
4.	Log book cum trip sheet
5.	Patient record register – 2
6.	Medicine stock register book
7.	OPD cards
8.	Daily check list pilot
9.	Visitor register
10.	Lab register
11.	Binder pins (1 Box containing 20 pieces)
12.	Blue pens - 5
13.	Eraser -2
14.	Scribbling pads – 5
15.	Blank Registers -2
16.	Stamp pad
17.	Scale
18.	Sharpener
19.	Sketch pen -2
20.	Stapler
21.	Stapler Pins
22.	Flat file -5
23.	Pencil -2
24.	Punching machine
25.	Fevi Stick – 2
26.	Cello Tape
27.	A4 size Paper rim – 2
28.	Small Envelope – 10

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SL	List of Stationary and operational items
29.	Envelops A4 size – 10
30.	Phenyl solution
31.	Cleaning cloth (doping)
32.	Cleaning cloth (yellow)
33.	Liquid hand wash 250 ml bottle and refill
34.	Room freshner 500ml
35.	Plastic bucket 15 lt
36.	Plastic mug 1 lt
37.	Sponge 6" x 3.5 " x 1.8"
38.	Washing powder 1 kg
39.	Teflon tape
40.	Door mats
41.	Rubber wiper
42.	Tissue paper
43.	Water jug
44.	Haemocytometer – 1
85.	SS tray perforated 10 x12"
86.	Scrubbing brush (Handle type)
87.	Test tube racks
88.	Vision Charts
89.	Tongue Depressor disposable
90.	Cheatle forceps
91.	Spirit swab container

List of mandatory Consumables (To be procured and maintained by MMU-Service Provider)

SL	List of Consumables for each Trip
1.	Disposable Syringe along with needle 2 ML pack of 100
2.	Disposable Syringe along with needle 5 ML pack of 100
3.	Disposable Syringe along with needle 10 ML pack of 100
4.	Disposable Syringe along with needle 20 ML pack of 100
5.	Disposable Gloves
6.	Disposable Facemask
7.	Hand Towels
8.	Spirit and Spirit Swabs
9.	Chemical Reagents for Lab Test
10.	Uristix
11.	IUCD Kit
12.	Pregnancy Kit
13.	First Aid Kit
14.	Sutures Instruments and Material
15.	Glass Slides
16.	Adhesive Tape 10 Cm x 5 Mt.
17.	Rolled Bandage 7.5 cm x 4 mtr

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SL	List of Consumables for each Trip
18.	Rolled Bandage 10 cm x 4 mtr
19.	Rolled Bandage 15 cm x 4 mtr
20.	Absorbent Cotton I.P. Wool
21.	Gauze Than 60 cm x 18 mtr
22.	Scalp Vein set
23.	Disposable Scalpel Blade
24.	Sterile water for injection
25.	I.V set
26.	Cotton roll 500 gms
27.	Elastic crepe bandages non sterile -10cms.

Note: Above is the indicative list of consumables, however based on the project requirement, additional consumables shall be procured by the NMMU SP. No additional cost shall be paid by the Authority to NMMU SP.

List of Drugs (To be supplied by District CMO office to MMU-Service Provider)

SL	List of drugs
1.	Tab Diclofenac Sodium 50 mg
2.	Tab Diclofenac Sodium SR 100mg
3.	Inj. Diclofenac Sodium 25 mg/ml
4.	Syp Paracetamol 125 mg/5ml
5.	Tab Piroxicam 20 mg,
6.	Tab Dicyclomine Hydrochloride 10 mg
7.	Inj. Drotaverine Hydrochloride 40 mg/2ml
8.	Dicyclomine HCL+ activated Dimethicone drops (10 mg+40 mg)/ml
9.	Tab Cetirizine Dihydrochloride/Hydrochloride 10 mgTab Chlorpheniramine Maleate 4 mg
10.	Tab Serratiopeptidase 10 mg
11.	Tab Aluminium Hydroxide 500 mg
12.	Gel Aluminium Hydroxide containing eqv.of 3.5% to 4.4% w/w of Al ₂ O ₃
13.	Tab Ranitidine Hydrochloride Equivalent of 150 mg Ranitidine
14.	Susp. Domperidone
15.	Inj. Metoclopramide Hydrochloride 1 mg/ml
16.	Tab Ondansetron 4 mg
17.	Tab Ondansetron 8 mg
18.	Inj. Ondansetron 2 mg / ml
19.	Tab Chloroquine Phosphate 250 mg (150 mg Chloroquine base)
20.	Tab Primaquine Phosphate Equivalent of 2.5 mg Primaquine
21.	Tab Primaquine Phosphate Equivalent of 7.5 mg Primaquine
22.	Syp Chloroquine Phosphate 100 mg/10 ml
23.	White Color Each Combi Blister Pack containing 3 tablets of Artesunate (each 200 mg) And two tablets of Sulphadoxine Pyremethamine (750+37.5) mg each or 3 tablets of Sulphadoxine Pyremethamine (500+25) mg each
24.	Tab Albendazole 200 mg

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SL	List of drugs
25.	Tab Albendazole 400 mg
26.	Tab Mebendazole 100 mg
27.	Susp. Albendazole 200 mg/5ml
28.	Tab Metronidazole 400 mg
29.	Tab Tinidazole 500 mg
30.	Ear Drops Containing : Chloramphenicol Benzocaine 5% w/v 1% w/v
31.	Ear Drops Containing : Gentamicin Sulphate + Betamethasone (0.3% w/v + 0.1%w/v)
32.	Eye Drops Ciprofloxacin Hydrochloride Equivalent of 0.3% w/v Ciprofloxacin
33.	Eye applicap Chloramphenicol 1% w/w
34.	Vaccine Inj. Tentanus Toxoid 0.5 ML
35.	Inj. Anti Rabies Vaccine (Cell Culture) 2.5 I.U. Per Vial (Intramuscular/ Intradermal)
36.	Povidone Iodine Ointment 5% w/w
37.	Clotrimazole cream 1% w/w
38.	Betamethasone Oint. 0.1% w/w
39.	Oint Salicylic Acid with Betamethasone (Salicylic acid 3% w/w with batamethasone dipropionate 0.64% w/w)
40.	Silver Sulphadiazine cream 1% w/w
41.	Cream Framycetin Sulphate 1%w/w
42.	Clotrimazole Powder 1% w/w
43.	Tab Folic Acid 5mg
44.	Each Cap. Folic Acid + Vit. B12 + Ferrous Fumerate (1000 mcg + 10 mcg + 200 mg)
45.	Tab Calcium Lactate 300 mg eqv. of Calcium Lactate Pentahydrate
46.	Tab Ascorbic Acid 500 mg
47.	Tab Atenolol 50 mg
48.	Tab Amlodipine Besylate 5 mg
49.	Tab Enalapril Maleate 5 mg
50.	Cough syrup. Bottles
51.	Tab Salbutamol Sulphate Equivalent of 4 mg Salbutamol
52.	Tab SR Containing : Theophylline Etofylline (69 mg + 231 mg)
53.	Inj. Containing : Theophylline + Etofylline (50.6 mg/2ml + 169.4 mg/2ml)
54.	Tab Prednisolone 5 mg
55.	Inj. Dextrose 5% w/v 500 ML
56.	Inj. Normal Saline 0.9% w/v 500 ML
57.	Inj. Ringer's Lactate 500 ML
58.	Inj. Mannitol 20% w/v 100 ML
59.	Inj. Paediatric Maintenance Solution With 5% w/v Dextrose (Solution-P) 500 ML
60.	Water for Injection I.P. 5 ML
61.	Water for Injection I.P. 10 ML
62.	Inj. Atropine sulphate 0.6mg
63.	Inj. Calcium Gluconate 10%
64.	Inj Theophyllin 50.6mg+ Etophyllin 169.4mg/2ml
65.	Inj. Dezamethasone 2mg/ml
66.	Inj. Oxytocin
67.	Inj. Sodabibarbonate 7.5mg

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68.	Inj. Chlopherniramine Maleate (2ml)
69.	Inj. Adrenaline 1mg
70.	Inj. Dopamine 200mg
71.	Inj. Diazepam
72.	Inj. Vit K 10mg/ml (Menadion bisulphate)
73.	Inj. Anti-Snake Venom serum
74.	Inj. Frusemide
75.	Inj. Anti Rabies Venom serum
76.	Tab. Amlodipine 5mg
77.	Tab Aspirin 150mg
78.	Tab. Roxithromycin 150mg
79.	Tab. Erythromycin 250mg
80.	Tab. Ciprofloxacin 250mg/500mg
81.	Tab. Norfloxacin 400mg
82.	Cap. Amoxicillin 250mg/500
83.	Syp. Amoxicillin 250mg
84.	Septran SS Tab
85.	Amoxycillin syp. Bottles
86.	Sy. Cotrimazole (septran)
87.	Cloxacillin (250 mg)
88.	Amoxycillin 500 mg + calvulanic acid
89.	Tab. Clotrimzole 100mg (Vaginal Pessary)
90.	ORS Powder 27.5gm WHO Formula
91.	UPT
92.	Lignocaine 2% jelly
93.	Anti hamaoidal cream (Annovate)
94.	Condoms
95.	Inj. Lignocaine 2%
96.	Furazolidine syp. Bottles
97.	Ciplox-TZ tab
98.	Griesofulvin Tab
99.	Fluconazole Tab
100.	Vitamin A/E
101.	Vitamin A solution
102.	Vitamin D sachet
103.	Tab Vitamin B complex
104.	ACT(A/SP, Adult) DMO
105.	ACT(RTSUN)
106.	ACT(A/SP, <1 yr)
107.	Amitryptiline tab
108.	Omeprazole cap.
109.	Hydrochlorothiazide
110.	lasix tab.
111.	Phenobarbitone tab

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SL	List of drugs
112.	sorbitrate
113.	calamine lotion
114.	Tab. Paracetamol 500 mg
115.	Gama benzene hydrchloride 1% w/w lotion
116.	I.V. Dextrose in Normal Saline 500 ml

Specifications of Equipment

1. Semi-Auto Analyser

- Analysers - semi automated bench top device using wet chemistry reagents.
- Analysers should have ability to use both external cuvettes and integrated flow cell.
- Analysers should have direct test access keys on the key board for routine chemistry parameters.
- Analysers should have more than 200 programmable channels.
- Analysers must have key board (touch/mechanical) with water proof membrane.
- Analysers must have following assay types, with option for external keyboard:
 - End Point
 - Fixed Time
 - Kinetic
 - Absorbance Measurement and
 - 1-point calibration
- Analysers must have following calibration types:
 - Linear factor, Multi Point, point to point and Log-Logit
- In kinetic assays, measurement interval should be 1 second.
 - Analysers must have storage for three different calibrations for each chemistry.
- Three level controls (QC) with day to day Levy Jennings chart stored and displayed.
- The flow cell must be Quartz.
- The flow cell must have an optical path of 10mm
- The flow cell volume should be less than 20 μ l
- Measurement temperature range should be 25, 30, 37⁰C with variable 1⁰C increment.
- Analysers must have wavelengths ranging from 340-700nm. Analysers should have absorbance range from 0.00 - 3.0 Abs units.
- Analysers resolution must be 0.0001 Abs.
- Analysers detector should be more than 12 bit silicon photo diode.
- Analysers must store 1000 results.
- Analysers must store reaction graphs for previous 10 samples.
- One year QC data can be stored.
- Internal thermal printer should be available.
- Analysers should be capable to do multiple testing up to 3 replicates. Analysers should display mean SD, CV

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- v. Measuring time programmable from 2-300 seconds for kinetic & two point type tests and delay from 0-300 seconds.
- w. Analyser should have semi-automatic aspiration of reaction mixture directly into flow cell using peristaltic pump
- x. Analyser should be able to perform HbA1c testing
- y. FDA/CE/BIS certification is must, copy of certificate to be submitted on request by Authority
- z. Consumables: lamp & Tubings.
- aa. Should be open system (means reagents of any company can be used).
- bb. On breakdown, analyzer should be functional within 48 hrs. Firm need to ensured availability of one maintenance staff among the zones.

2. Detachable Stretcher-SCOOP STRETCHER

- a. It should telescope to accommodate the tallest patient and fold for compact storage.
- b. Attendants should be able to uncouple either end of the stretcher and gently scoop up the patient using scissors.
- c. Should be a light weight aluminium construction, which folds into two and separates for application and removal, locking adjustable length with latches-with nylon-straps
- d. Narrow foot and frame for handling in confined areas should be C-ray and MRI compatible
- e. Item should have CE/USFDA approved certificate.
- f. Should be detachable stretcher foldable on wheels
- g. It should have the following dimensions:

Maximum Length	Approx. 200 cm
Minimum Length	Approx. 170 cm
Folded	Approx. 120 cm
Width	Approx. 45 cm
Depth Folded	Approx. 10 cm
Weight	Approx. 10 kg
Load capacity	Approx. 150 kg

- h. Consumable: None

3. Centrifuge Machine (16 Tubes)

- a. Centrifuge Machine 120ml or above Motor 220V. AC/DC Regulator.
- b. Speed range 4000 to 6000 rpm. This should be controlled by variable speed regulator.
- c. Reciprocating Centrifugal Force (RCF) : 3000 to 3500
- d. Stainless steel chamber easy to clean
- e. Hinges to prevent door falling

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- f. It should be fitted with Digital Timer 0-59 minutes and Digital Speed Indicator.
- g. Microprocessor with digital display
- h. Dynamic break for quick deceleration
- i. Centrifuge Machine should be supplied with Angle Rotor Head having 16 tubes of 15ml capacity. It should be completed with S,S tube Carrier, Rubber Cushions, Graduated Glass Tubes of 15ml cap. and should also be supplied with 16 Graduated Plastic Tubes of 15ml capacity.
- j. Rotors should be autoclavable
- k. Auto lid interlock to prevent opening while running centrifuge with emergency lid lock release.
- l. The lid should be double walled, made of steel sheet /ABS plastic injection moulding for extra safety having ID lock. It should also be fitted with electronic lid lock which should not open when machine is in running condition. It should off when machine is off after running the cycle
- m. The Motor of machine should be fitted of anti-vibration pads.
- n. Supplied completed with Instruction Manual, Cord and Plug, Dust Cover, 12 spare Rubber Cushions, 2 spare Fuse and 3 sets of Carbons of Motor. Should be well packed in Thermo Cool Box.
- o. Machine should be CE marked or FDA approved
- p. Technical final approval will be after demonstration.
- q. Consumables: Carbon Brush only.

4. Binocular Microscope

- a. Single mould sturdy stand, inclined Binocular body 30°,360° rotatable head
- b. Coaxial Coarse and Fine focusing Knobs; capable of smooth, fine focusing movement sensitivity; minimum: 300 micron; focusing stop for slide safety. Tension adjustment on the right side.
- c. Highest quality IOX/20mm wide angle anti fungus field eyepiece; one with pointer. Diopter adjustment must be present on both eye pieces
- d. Reverse Mounted Quadruple Revolving Nose Piece
- e. Objectives-Parfocal, antifungus coated 4x, 10x, 40x and 100x (oil immersion) with semi planar achromatic correction. Objective should be well centred even if their position on turret is changed;
- f. Optical system-infinity corrected
- g. Sub stage - Focusable abbe Condenser with continuously variable Iris diaphragm.
- h. Stage - Double plate rackless horizontal mechanical stage preferably 100 x 140 mm with fine vernier graduations designed with convenient coaxial adjustment for slide manipulation preferably through 30 x 70 mm double slide holder.
- i. Stage movement (XY direction) on rack and pinion
- j. Built-in-white light LED illumination 3W with intensity control >10,000 hrs LED lifespan with battery backup of 1 hrs.
- k. Backward tilted revolving nose piece suitable to accommodate four objectives with click stop and rubber grip

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- l. Attachable Mirror Set.
- m. Wooden Box with lock for storage.
- n. Other essential accessories, Oil, Lenses, Leaning Solution, Dust Cover.
- o. Technical final approval after demonstration.
- p. The equipment should be FDA/CE approved
- q. Consumable: Nil

5. Torch

6 Volt LED rechargeable Torch

Suction apparatus with accessories Suction Machine should have following technical specifications:

- a. Suction Machine should be battery operated.
- b. Collection Capacity: 500 ml ml with 15-20 liters per 1 minute flow rate with pressure of suction of minimum 300 mm of Hg Non-breakable, Transparent Collection Bottle of Polycarbonate autoclavable material- 5 bottles to be provided.
- c. Pressure- 300-700 mbar in steps of 100 or less with suitable settings

6. Folding Chair

Folding Chair for Doctor should have following specifications:

- a. High quality Fabric/ Rexine covers with ARAI (Automotive Research Association of India) approved seat belts on the head side of the patient.
- b. Dimensions: length= 46cm, width=46cm and height=38~46cm.
- c. Facing rear wall, at head end of the patient and should be integrated with the steel cabinet.
- d. Shall be comfortable with cushion and upholstered with non absorbent Rexine.
- e. Back rest and head rest should be provided.
- f. Metal Folding Chair confirming to IS : 3763 – 1983 standards amended to date and ISI marked

7. Non- Toothed Forceps

Non-Toothed Forceps should have following specifications:

- a. Micro non-toothed forceps made of stainless steel
- b. Size 14 cms

8. Toothed Forceps

Toothed Forceps should have following specifications:

- a. Micro toothed forceps made of stainless steel
- b. Sizes 14 cms

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9. Vaginal Speculum

Vaginal Speculum should have following specifications:

- a. Cusco Pattern solid blades
- b. Folding handles and chromium plated in large, medium, small (70 X 30 mm, 70 X 35 mm, 90 X 40 mm.) sizes

10. Sterilizer 38 cms with electric drums

Instrument Sterilizer should have following specifications:

- a. Seamless shell & Lever operated Lid fitted with full proof mechanism control excessive steam escape and restricts condensate within the shell synchronized maneuverability of lid with statistically perforated tray for flushing & entry of water.
- b. Configuration design & material as per IS: 5022
- c. Size: 38 cm.

11. Heamoglobin meter (digital)

- a. Non-Fading Color Comparators, Prismatic Color Comparator for parallax-removed alignment giving a clear uniformly illuminated background throughout the comparison view-range or Plan Parallel Color Comparator.
- b. Square Tube for uniform illumination of Sample and Comparator
- c. Standards for accurate reading in values.
- d. Zero error 20 cm Heamoglobinometer Pipette made of heat resistant Borosilicate Glass

12. Foldable Cot

Steel Folding Cots confirming to IS: 8761 – 1978 standards amended to date and ISI marked

13. Glucometer

- a. 5 Second test result chemical bio sensor technology with capillary system having no coding system (Automatic Calibration)
- b. Battery powered with a minimum memory of 50 tests.
- c. Memory measuring range should be 20-600mg/dl and should have standard (AAA) alkaline battery/li ion battery operated with LCD size to be at least 50mm (diagonally) with 5% variance.
- d. Maximum reading time of less than 10 seconds
- e. Glucose strips used should be locally available in the market, to be able to use capillary blood samples
- f. LCD display with inbuilt software
- g. Should use a minimum blood sample less than 1.5 micro litres
- h. Strip should have shelf life of minimum 12 month at time of delivery.



- i. Glucometer should be USFDA/CE certified/ approved product.

14. Knee Hammer

Triangular with rubber body to check patient reflexes

15. Measuring Tape

Conforming to IS 4035:1966 Amended up to date

16. Oxygen Cylinder

Type B cylinder

- Color coded, light weight. Aluminum alloy oxygen cylinder for providing oxygen therapy of total capacity of 4 cu M.
- Mounted with pressure reducer and flow-meter provision of capacity upto 15 Liters per minutes and outlet for secretion aspiration.
- Should have membrane pressure reducer with manometer complete with flow meter (0-15 liters /minute) and humidifier bottle.
- Should be seamless cylinder of water capacity 10 liters
- Should have ISI mark and ISO certificate for quality standard
- Explosive safety certificate for each cylinder during installation

17. Bracket for Oxygen Cylinder

Brackets for Oxygen Cylinder Pumps with adjustable straps (to be fabricated in mobile unit. They should be capable to hold B2 type oxygen cylinder)

18. Needle Holder

Hegar's Pattern 5", 6, 7", 8" and 9"

19. Curved Scissors

On Flat S.S 6"

20. Straight Scissors

With blunt point 5" (12.70cms), 6", 7", 8", 10" S.S.

21. Test Tubes

As per requirement

22. Examination Table with SS Top and Footstep

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Examination Table with Steps has following specifications:

- a. Should have overall approximate size of 1900 mm (L) X 550 mm (W) X 850 mm (H)
- b. Should have fixed upholstered top in two pieces of 560 mm (W)
- c. Should have adjustable headrest on gas spring
- d. Should have three drawers in upper section.
- e. Lower section comprises of three cabinets with separate doors and lock on two side doors
- f. Should be provided with B.P. apparatus tray near headrest
- g. Should have Inbuilt Sliding Step Stool
- h. Should be pre-treated and powder coated.
- i. Should be supplied with two saline stands mounted on side rails.
- j. Rexing shall be of good quality and Mattress shall be U form of density 50.

23. Electrical Needle Destroyer

Electrical Needle Destroyer with Hub Cutter

24. Stethoscope

As per requirement

25. BP Apparatus

Aneroid type- Technique: Aneroid

- Shockproof Latex free Light weight; easy to carry.
- Range of BP monitoring : upto 300mm Hg with a accuracy of 3Hg
- The housing of the meter should be made of good quality thermoplastic/ corrosion proof aluminum alloy.
- Air release at closed lap with maximum 4mmHg/Minute.
- Manual setting of deflation possible upto 2/3mm Hg/sec. From 260mmHg. To 15mm Hg in a maximum deflation time of 10 seconds.
- Gauge's background in white colour.
- Graduated scale for ever/ 2mmhg, every 10 units and every 20 units.
- Nylon straps cuff with pouch, latex bulb with completely chromium plated valve with regulation of vent-hole air by screw valve.
- The insufflations bulb should be made of good quality material and should allow rapid insufflations.
- The pressure release valve should permit precise release of pressure and also allow fast deflation.
- Micro filter must provide to protect air release valve and measuring system.
- Spoon-shaped grip made of stainless steel.
- The device should be shock resistant Should be supplied with a good quality carrying case (Vinyl)

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- Rubber tubes to have an internal diameter of $3 \pm 0.5\text{mm}$ and external diameter $\geq 8\text{mm}$
- Dial manometer with minimum diameter of 160 mm
- Compliance to ISO 13485

Should be supplied with following reusable cuffs:

Infant, Child, and Adult. The cuff should be latex free. The cuff surface should be easily cleanable by wash. The equipment should have **comprehensive warranty for 3 years**. The calibration should be for 3 years free. The instruments should be **CE marked** (certificate to be submitted in technical bid)

26. Adult Weighing Machine

1 Adult Weighing Machine With digital display

27. Baby Weighing Machine

1 Baby Weighing Machine With Digital display

28. Nebuliser

Nebuliser has following technical specifications:

- Nebuliser should be light weight, portable, compact and easy to use with a minimum cup capacity of 5ml
- Weight $< 2\text{Kg}$
- Noise $< 60\text{ dBA}$
- Frequency of ultrasonic generator should be greater than 2.5 MHz.
- Nebuliser should have 3 speed nebulization rate control (Minimum, Medium and Maximum).
- Nebuliser should have a nebulization capacity of 0.3 ml/min.
- Transducer element should have life of at least 5000 hours.
- Medication cup capacity should have capacity of maximum 8ml.
- Nebuliser should use water as ultrasonic conduction medium, no gel is required.
- Nebuliser should provide silent operation.
- Nebuliser should have a built in timer and shuts off after 10 minutes use.
- Nebuliser should work on 200-240 VAC $\pm 10\%$ / 50 Hz power supply; 5A plug
- Nebuliser should be provided with a complete nebulization kit including adult and child mask and medication cup as per requirement
- Should be FDA/CE approved product

29. First Aid Kit

First Aid Kit should contain following items:

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- a. 2 Absorbent Compress Dressings (5 x 9 inches)
- b. 25 Adhesive Bandages (assorted sizes)
- c. 1 Adhesive Cloth Tape (10 yards x 1 inch)
- d. 5 Antibiotic Ointment Packets (approximately 1 gram)
- e. 5 Antiseptic Wipe Packets
- f. 1 Blanket (Space Blanket)
- g. 1 Breathing Barrier (With one-way Valve)
- h. 1 instant Cold Compress
- i. 2 pair of non-latex Gloves (Size: Large)
- j. 2 Hydrocortisone Ointment Packets (Approximately 1 gram each)
- k. Scissors
- l. 1 Roller Bandage (3 inches wide)
- m. 1 Roller Bandage (4 inches wide)
- n. 5 Sterile Gauze Pads (3 x 3 inches)
- o. 5 Sterile Gauze Pads (4 x 4 inches)
- p. 2 Triangular Bandages
- q. Tweezers
- r. First Aid Instruction Booklet

The First Aid Bag should have

- a. Partitions for vials transport. Indispensable implement to protect and identify any kind of vials
- b. Made with nylon, it should be provided with 2 compartments, of which one sub-divided in to 3 partitions and one divided in 2
- c. Inside elastic band to fix the vials and accommodation for identification labels.
- d. Dimensions: 30x18 x 15 cm or Pre-packed kits as convenient as long as it contains the specified first aid items

30. Vaccines Carrier

5 Liters Vaccines Carrier as per WHO Specifications.

31. Tourniquet

Tourniquet 3", 4", 6"

32. Clinical Thermometer

Clinical Thermometer should be a standard digital thermometer with an LCD readout.

Temperature measuring range 40 to 210 °C with an accuracy $\pm 0.1^{\circ}\text{C}$

33. Ambu Bag

Neonatal, Pediatric and Adult type

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34. Sutures Instruments and Material

Chromic Catgut 1-0 with needle, Ethylon 1-0, 2-0

35. Disposable Gloves

Size (6, 7, 7½) inches

36. Disposable Facemask

As per requirement

37. Hand Towels

As per requirement

38. Sprit and Sprit Swabs

As per requirement

39. Glass Slides

Compatible with Microscope. In a wooden slide box for 100

40. Chemical Reagents for Lab Test

Compatible Reagent Kits required for tests

41. Water Storage Tank

100 Liters capacity as specified in MMU fabrication

42. Foldable Tables

Aluminum Alloy Table capable to withstand weight up to 120 Kilograms

43. Stools

Plastic Stools

44. Colour Coded Bins

As per Bio-Medical Waste Management norms

45. Public Address System

Electric Megaphone (80 dB / 4 Watts / 3 Mtrs)

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46. Display Board on Services Offered by MMU

Flex and Banners Storage Space for IEC Materials (Pamphlets & Brochures etc)

47. LED TV

32" inch LED TV

48. Hooks for Intravenous Fluids

As per requirement

49. Basin

Fabricated near the examination Cot Table

50. Mackintosh

Soft rubber with high breaking and tearing strength covering the length of examination Cot Table

51. MMU Vehicle Specification

- a. The Vehicle chassis model specification should be latest model.
- b. Vehicle chassis model should be of standard/ monocoque chassis manufacturer & engine & gear box of reputed make & capacity & should be suitable for complete MMU & also confirm to BS IV specifications fitted with power steering. Vehicle engine's power should not less than 80 BHP & gear box should have synchromesh gears (5 forward gears minimum) & the GVM should not be less than 5000 kg. The vehicle should have aerodynamic design for better operation.
- c. Vehicle should have suitable Split Air Conditioning/Engine driven System with inbuilt heating system & AC. Air Conditioning should maintain the temperature suitable for MMU & Insulation material (Thermocol) should be used of FR grade & good quality density as per ISI norms. Air Conditioner should be properly placed in MMU so that complete MMU maintains the uniform temperature i.e. 22⁰ C to 30⁰ C.
- d. Vehicle base should be between within 3800 mm to 5000 mm so that after fabrication work, the working space (excluding cabin) should be available in between 15' to 22' in length & height should not be less than 6'.
- e. MMU Vehicle should have enough space for all equipment/gadgets installed in the vehicle & necessary platform to be provided for installation-fixing of equipment & movement of patient & staff. MMU should have capacity to accommodate at least 09 persons.
- f. All structures to be fabricated with proper size of M.S. sheet, Angles, Channel etc. Outer paneling of the body should be of galvanized steel sheet with minimum joints. Suitable insulation to be provided between outer & inner panel & roof flooring should be done by marine waterproof plywood with vinyl flooring. Fabrication work should be of standard quality & with proper finishing. All equipments to be fixed properly & concealed when not in use. Body of the vehicle

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to be fabricated by tubular structure of 40X40 or 60X40mm & confirm to IS & floor's structure should be of minimum channel size 75X40mm & outer paneling should be done with galvanized steel sheet of 18 or 20 SWG or 1 mm thick & inner paneling to be M:S. cold rolled sheet or laminated aluminum sheet of 18/20 S.W.G. Anti Static Flooring Duroply water proof ply board, good quality Vinyl flooring of matching colour approved by NHM(UP) and 304 graded stainless steel sheet. Provide Air Exhaust System (Vents) for proper air circulation & overhead shelves for proper storage.

- g. Minimum 2 nos. doors should be provided, one at rear side & another at one side, having good quality heavy duty hinges. Foldable Ramp (with inbuilt foldable steps) is to be provided for rear door & foldable steps for side door & door for D.G. Set with sliding mechanism.
- h. Suitable sizes of windows are to be provided with toughened tinted glasses. The Stairs and Handles should be insulated. Front wide shield glass should be of 5.5 mm approx laminated (single piece) & straight & curved glass for windows of 5.00 mm size toughened. Single glass with aerodynamic design and ORVM Mirrors in front sides should be provided. Fog lamps should be provided. Curtains & Curtain rods are to be provided. Tents & Poles are to be supplied with hooks on top of body for waiting space. Flood Lights to be provided in 3 sides of vehicle.
- i. Complete vehicle should be waterproof & there should be no leakage & anti corrosion treatment is to be provided & best quality paint is to be used.
- j. Portable D.G. Set with minimum 5 KVA output, with proper earthing ensuring electrical safety, to be supplied of standard manufacturers & fitted properly in vehicle with sliding mechanism for taking it out if required. Good quality of switch board, switches are to be provided. Additional wire loom (at least 30 mtrs) to be provided for use of external electricity. Vehicle should be capable to bear the load capacity of all equipment. Electrical System should have 12V/24V battery & alternator not less than 55 Amp. A Control Panel with MCCB, changeover switch is to be provided for electric system for D.G. Set & direct supply. Lights should provide better visibility & electrical fittings should confirm to CE standards. A suitable inverter system to be provided with Wire Diagram. One small fridge of 50-60 L capacity to be provided.
- k. Vehicle should be complete in all respect for registration purpose like lights, number plates etc.
- l. Firm should provide Wash Basin, Waste Tank (of approx 100 L), suitable Water Tank 100 L approx With Foot Operated Motor, Ward Robes for Storage purpose, Towel Stand, Mirror, Soap Stand, Waste Management System, Fans 4-6 nos, Bell, Siren, Light/Blue on top, Roof Lights as per requirement, Public Address System, Fire Extinguisher 02 nos(5 Kg each ABC type), First Aid Box, Needle Destroyer, Dr. Chair 01 nos, Revolving Stool 02 Nos, One Wheel Chair, 02 Oxygen Cylinders(B Type) with Regulator and Humidifier, foldable chair 04 for other staff, (Not less than 02 mm thickness & weight bearing capacity-120 kgs). The furniture should have good quality Epoxy Powder Coated not less than 75 micron. No Wardrobe to be provided above patient table.
- m. The roof top should have facility to install V-set antenna in future.
- n. Fabrication work will be checked by a committee during the fabrication work thrice. All expenditure towards travel & other expenses incurred on account of authorities for inspection

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will be borne by the concerned department. Modification in arrangement of equipment installation will be allowed by the Technical Committee. Equipment to be installed properly so that no damage occurs during the traveling.

- o. Department Name should be mentioned on both side of Vehicle & also name of Fabricator to be mentioned on body of vehicle. NHM monogram/ Sticker to be pasted on Vehicle.
- p. Consumables: Oil, Grease, Coolent, All kind of Packing, All Rubber Parts, Electrical Bulbs, Gas, Glass Items and Fuel.
- q. Tyres, Battery & Chassis more than six months old will not be accepted (At the time of delivery).
- r. All Equipments should be properly fitted in Vehicle to avoid damage during travel.
- s. The Stapney/Spare Tyre should be kept in easy access via sliding mechanism.
- t. Mobile Stairs (2 Steps) should be provided.
- u. To prevent short circuit in the main wiring of Vehicle, separate wiring should be placed from Battery/Source to external electrical points made in Vehicle for various purpose.
- v. Flooring in MMU should be an equivalent platform with no steps.
- w. MMU SP shall ensure that all MMU vehicles are in compliance to Government of India, CMVR Act.

Terms & Conditions:-

- a. Firm will submit the same Literature/Leaf Lets, Broachers of models of the manufacturer, which they have quoted in their offer. Firm should submit the experience certificate of fabrication work of Vehicle/MMU/Ambulance etc. Firm/bidders should have experience of A.C. vehicles fabrication.
- b. The firm should submit the list of clients to whom they have supplied such Vehicle & also performance report for clients if received any.
- c. ISO certificate to be provided for fabrication work of vehicle MMU.
- d. Inspection : During fabrication, inspection will be done at 3 stages by a committee
 - i Fabrication
 - ii Paneling & Validation of Equipments
 - iii Final Inspection along with Equipments and at final stage shower test has to be conducted for any leakage.
- e. Sample: Selected bidder has to supply first MMU as sample for approval & if required by the committee, suitable changes may be allowed.
- f. All welding joints should be of mig welded. Length of welding should be not less than 25mm at equal pitch.

Steel/Plywood Cabinet for storing Medical Equipment/Supplies/Wash Basin/Dust Bins: Dimensions: Length = 1620mm, Width = 600 mm and Height = 900mm, Placed alongside the partition behind the pilot compartment. Made of Ply Board (Duroply or Equivalent Marine Grade) Cladded with stainless sheet (SS-304). Houses the Wash Basin with Foot Operated Water Tap, left side corner, fresh water and drain water Tank below the Wash Basin. The provision for storing Medicines is made by

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providing Drawers on Steel Guide Ways. The top surface of the Cabinet can be used as Table Top. The Draws provided with ball socket locks to arrest the draws from opening out during motion of the ambulance. Concealed Portable Steel Dust Bin with spring loaded lids for waste disposal is provided under the Wash Basin

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SCHEDULE E – PERFORMANCE SECURITY

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 TFCPC-05055 Fax No. : 04027844488
 2 FLR,SURYA TWR SWIFT No. : SBININBB602
 SECUNDERABAD-500003,TE PIN Code : 500003

17-11-2018

DIRECTOR GENERAL MEDICAL HEALTH
 DEPARTMENT OF MEDICAL HEALTH & FAMILY WELFARE
 LUCKNOW-226001
 UTTAR PRADESH, INDIA

Dear Sirs,

GUARANTEE NUMBER : 0505518BG0004851
 AMOUNT OF GUARANTEE : INR 25,500,000.00
 GUARANTEE COVER FROM : 17-11-2018 TO 31-12-2019
 LAST DATE FOR LODGEMENT OF CLAIM : 30-06-2020

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF INDIA, CONSTITUTED UNDER THE STATE BANK OF INDIA ACT, 1955 HAVING THE CENTRAL OFFICE AT NARIMAN POINT, MUMBAI AND AMONGST OTHER PLACES. A BRANCH AT TFCPC-05055 HEREIN AFTER REFERRED TO AS 'THE BANK').IN FAVOUR OF DIRECTOR GENERAL MEDICAL HEALTH (HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING INR 25,500,000.00 AT THE REQUEST OF *M/S. KHC Health Services Pvt Ltd* AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 31-12-2019 AND CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 30-06-2020

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO INR 25,500,000.00 OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 31-12-2019 . UNLESS A DEMAND OR CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE 30-06-2020 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITIES THEREUNDER.

[Signature]
 AUTHORIZED SIGNATORY

K. SARALA KUMARI
 SS No. 5649
 SBI, Dwarakapuri Br.-11661
 Phone: 040-2335 2176

Nov 17, 2018 9:01 PM

[Signature]
 AUTHORIZED SIGNATORY

G. JAYAPRAKASH RAO
 SS No. 8475
 Deputy Branch Manager
 Dwarakapuri-11661, Hyd.

Department of Medical, Health & Family Welfare, Or

S. Gonda Deishu



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తెలంగాణ తెలంగాణ TELANGANA

S.No. 15249 Date: 17-11-2018

Sold to: T. RAJASHEKAR

S/o. T.V.S. RAO R/O. HYDERABAD

For Whom: KHG HEALTH SERVICES PVT. LTD

Arfath S 589616

MIR ARFATH ALI

Licensed Stamp Vendor

Licence No: 16-04-26/2017

8-2-603/A/34/1, Zehra Nagar,

Road No.10, Banjara Hills,

Hyderabad-500034.

Cell No: 9393277086

SCHEDULE E – PERFORMANCE SECURITY

(See Clause 9.1)

To,

Director General, Medical & Health

Department of Medical Health & Family Welfare

LUCKNOW

UTTAR PRADESH – 226001, INDIA

Expiry date: 31st December, 2019

Claim expiry date: 30th June, 2020

[Signature]

[Signature]

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[Signature]
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తెలంగాణ తెలంగాణ TELANGANA

S.No. 15248 Date: 17-11-2018

Sold to: T. RAJASHEKAR

S/o. T.V.S. RAO R/O. HYDERABAD

For Whom: KHG HEALTH SERVICES PVT. LTD

Arfath

S 589615

MIR ARFATH ALI

Licensed Stamp Vendor

Licence No: 16-04-26/2017

8-2-603/A/34/1, Zehra Nagar,

Road No.10, Banjara Hills,

Hyderabad-500034.

Cell No: 9393277086

WHEREAS

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- (A) The project was awarded to the Select Bidder consortium (M/s Kria Healthcare Private Limited and M/s SSG UK Ambulance Academy Limited) by the Department of Medical Health and Family Welfare, Lucknow, Government of Uttar Pradesh (hereinafter called as the "Authority") vide the Letter of Award No: 150/SPMU/MMMU/2018-19/5591 dated 20th August 2018 ("LOA") which was accepted by the Select Bidder vide its letter dated 23rd August 2018. Pursuant to the LOA, and fulfilment of condition set out thereunder, the select bidder formed an SPV, KHG HEALTH SERVICES PRIVATE LIMITED (having its registered office at 8-2-293/82/JIII/33/A, Road No. 76, Jubilee Hills Hyderabad, Telangana) (hereinafter called as the "Service Provider") whose obligation the BG secures, shall enter into a Service Agreement (the "Agreement") with the Authority whereby and in terms whereof, the Service Provider shall undertake the implementation of the Project on design, build, finance, operate and transfer basis, (Include the scope of work) subject to and in accordance with the provisions of the Agreement.

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- (B) The Agreement requires the Service Provider to furnish a Performance Security to the Authority for a sum of **Rs.2,55,00,000 cr. (Rupees Two Crore FiftyFive Lakhs only)** (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).
- (C) We, **State Bank of India**, (Branch No 11661), Branch Dwarakapuri Colony, Panjagutta, Hyderabad 500082(hereinafter called as the "**Bank**") have agreed to furnish this Bank Guarantee on behalf of M/s KHG Health Services Private Limited, Hyderabad, by way of Performance Security

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Service Provider's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand received on or before 30th June, 2020(i.e. Claim date), and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of Director General, Medical & Health, Department of Medical Health & Family Welfare, in the Authority, that the Service Provider has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Service Provider is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Service Provider is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Service Provider, or any Dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Service Provider for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider and/or the Bank, whether by their absorption with any other




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- body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Service Provider before presenting to the Bank its demand under this Guarantee
 5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Service Provider contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Service Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 2,55,00,000 cr. (Rupees Two Crore Fifty Five Lakhs only) and valid till 31st December, 2019 only.
 6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Service Provider under the Agreement.
 7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for 365 days (i.e., 31st December 2019 (expiry date)) during the Concession Period and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee (i.e., 30th June 2020 (claim date)), all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
 8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and








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warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and received by us and a certificate signed by an officer of the Authority that the envelope was so posted and received by us shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period as mentioned in the Service Agreement (i.e., 31st December 2019 (expiry date)) or until it is released earlier by the Authority pursuant to the provisions of the Agreement whichever occurs earlier.

'Notwithstanding anything contained herein our liability under this guarantee shall not exceed Amount Rs. 2,55,00,000 cr. (Rupees Two Crore Fifty Five Lakhs only). This bank guarantee shall be valid upto and including 31st December, 2019 and we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand lodged at our Bank on or before 30th June, 2020'.

'This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled, and determination of Authority in this regard shall be final'

Signed and sealed this 17th day of November, 2018 at HYDERABAD

SIGNED, SEALED AND DELIVERED For and on behalf of the BANK by:

(Signature)

K. SARALAKUMARI
SS No. 5649
SBI, Dwarakapuri Br.-11661
Phone: 040-2335 2176

(Designation)

STATE BANK OF INDIA
DWARAKAPURI BR.-11661
8-3-347/22/2,
Near Sai Baba Temple,
Dwarakapuri Colony, Punjagutta,
HYDERABAD-500 082 T.S.
Ph: 040-2335 2176, 2335 2160

G. JAYAPRAKASH RAO
SS No. 8475
Deputy Branch Manager
Dwarakapuri-11661, Hyd.

Department of Medical, Health & Family Welfare, Or

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SCHEDULE F – KEY PERFORMANCE INDICATOR

MMU operations related SLAs have been divided into following categories:

- Number of monthly targeted TRIPS per MMU
- Average Number of cases served by each MMU per month
- Availability of Staff in MMU
- Availability of equipment's in MMU
- Availability of consumables in MMU

Performance parameter for MMU operations and associated penalty is as given below:

Measurement	Definition	Target Service Level	Severity Weight
a. Number of monthly targeted TRIPS per MMU			
Number of monthly targeted TRIPS per MMU	<p>Definition: A Trip will be counted as a successful trip herein after referred as “TRIP” only if it meets the following criteria:</p> <ol style="list-style-type: none"> Presence of MMU Vehicles at designated MMU Service Point. MMU to be present at service point location by 9:00 AM for a period of 8 Hrs with ‘Healthcare Service Window’ operational for min. 6 Hrs. Minimum essential manpower should be present in the MMU Van for the entire duration of 6 Hours <p>▪ Period of Measurement: For a period of One Month (i.e. from 1st of every month to the last day of the month)</p> <p>▪ Measurement: No. of TRIPS in 1 Month per MMU</p>	24 TRIPS in a month	Compliance as per Agreement
		Less than 24 TRIPS in a month	<p>For every trip lesser than 24 trips per MMU, an amount equivalent to Rupee (0.05* O&M Fee applicable for the month) shall be payable as damages.</p> <p>The deduction shall be made on per individual MMU basis</p>

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Hyderabad

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Measurement	Definition	Target Service Level	Severity Weight
Deviation from approved Site Plan	The Service Provider has to comply with approved Site Plan. MMU has to be located and operated as per the Site Plan approved by DHS. Period of Measurement: For a period of one month (i.e. from 1st of every month to the last day of the month)	100% compliance	Rs. 10,000 for each such instances
Operationalization of all MMUs	MMUs has to be operationalized and in condition to provide healthcare services as per the Schedule C of this Agreement at all the time during the Concession Period.	95% for first two Years from Appointed Date and 90% post completion of two years till the Concession Period	Rs. 20,000/- per day for every percentage below the threshold
b. Average Number of cases served by each MMU per month			
Average number of cases served by each MMU per month	Definition: Average number of cases served by MMU per TRIP on a monthly basis to be calculated. Period of Measurement: For a period of One Month (i.e. from 1 st of every month to the last day of the month Measurement: No. of cases to be served in 1 Month per individual MMU (to be calculated on monthly basis)	Greater than or equal to daily average 60 patients per month	Compliance as per Agreement
		Less than daily average 60 patients per month per MMU	For every patient lesser than 60 patients per MMU, an amount equivalent to Rupee (0.02* O&M Fee(applicable for the month) shall be payable as damage The deduction shall be made on per individual MMU basis
c. Availability of Staff in MMU			
Attendance (Presence) of Para-Medical	Definition: Attendance of para-medical staff to be recorded through photograph & biometric capture devise thrice in a day (during the	Average attendance in days = No. of TRIPs	Compliance as per Agreement



Measurement	Definition	Target Service Level	Severity Weight
Staff:Nurse &Lab Technician	<p>TRIP).</p> <p>Period of Measurement: For a period of One Month (i.e. from 1st of every month to the last day of the month</p> <p>Measurement: Availability of Para-Medical staff</p>	Average attendance in days less than Threshold	<p>Total Monthly Penalty to be calculated based on following formula:</p> <p>Total Damages = INR 500 * E</p> <p>Where, E = A+B (rounded down)</p> <p>A = Average no. of trips where Nurse was not available</p> <p>B = Average no. of trips where Lab Technician was not available</p>

d. Availability of equipment's in MMU

Functional availability of equipment's in MMU	<p>Definition: All required equipment's are expected to be available in the MMUs during the TRIPs.</p> <p>Period of Measurement: For a period of One Month (i.e. from 1st of every month to the last day of the month</p> <p>Measurement: Availability of equipment's during the TRIPs (to be calculated based on total number of TRIPs in a month) – based on Patient Complaint or random checking by Authority or its designated persons</p>	Functional availability of equipment's against the TRIPs (in no. of days) = No. of TRIPs	Compliance as per Agreement
		Functional availability of equipment's against the TRIPs	<p>Damage: Number of instances of non-functioning of equipment * 500</p> <p>(on a particular day one MMU can have only one instance of non-functioning</p>

Measurement	Definition	Target Service Level	Severity Weight
e. Availability of Consumables in MMUs			
Availability of Consumables in MMUs	<p>Definition: All required consumables are expected to be available in the MMUs during the TRIPs</p> <p>Period of Measurement: For a period of One Month (i.e. from 1st of every month to the last day of the month)</p> <p>Measurement: Availability of consumables during the TRIPs (to be calculated based on total number of TRIPs in a month)</p>	Availability of consumables against the TRIPs (in no. of days) = No. of TRIPs	Compliance as per Agreement
		Availability of consumables against the TRIPs (in no. of days) < No. of TRIPs	<p>Total Monthly Penalty to be calculated based on following formula :</p> <p>Total Monthly Penalty (in Rupees) = X * T</p> <p><u>Where,</u></p> <p>T = No. of TRIPs in a month</p> <p>A = No. of trips in a month where any consumable were not available against the total no. of TRIPs</p> <p>Z = O&M Fee (applicable for the month)/ T</p> <p>Per TRIP penalty (X) = (A / T) x Z</p>

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MMU IT Application related SLA can be defined as below –

Availability of MMU IT Application

Measurement	Definition	Target	Severity Level
a. Availability / UPTIME of MMU IT Application at Centralized Control Room			
MMU IT Application	<p>Definition: The MMU IT Application is expected to be available from 8 AM to 9 PM</p> <p>Period of Measurement: For a period of One Month (i.e. from 1st of every month to the last day of the month)</p> <p>Measurement:</p> <p>Calculation of Uptime of the MMU IT Application during the month.</p> <p>Formula for calculating Uptime % = $\{1 - [(Total\ Downtime) / (Total\ Time)]\} * 100$</p> <p>Notations</p> <ol style="list-style-type: none"> 1. "Uptime" means, the aggregate number of hours in any month during which application is actually available for use. 2. "Planned Downtime" means the aggregate number of hours, permitted by Authority, in any month during which application is down during Total Time, for preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to MMU-SP failure to exercise due care in performing its responsibilities. 3. Authority would provide a maximum of 5 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month. 4. The downtime for scheduled maintenance (patch application, upgrades – 	>=98.718 %	<ul style="list-style-type: none"> • If uptime is >= 98.718%, then compliance is as per Agreement
			<ul style="list-style-type: none"> • INR 200,000 per month for every 0.1% drop in percentage point of uptime below 98.718 %; • The non-availability for application service, website measured on monthly basis and excluding the scheduled maintenance shutdown. Performance of system refers to the proper and timely functioning of the system's functionalities. The applications should be available and performing as per functionalities

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Measurement	Definition	Target	Severity Level
	<p>OS, Database, etc.) would need to be mutually agreed between Authority & MMU-SP . To reduce this time, various maintenance activities can be clubbed together with proper planning.</p> <p>5. "Total Time" means the total hours over the measurement period i.e. one month (13 hrs [8 AM to 9 PM daily] * 30 days in the month).</p> <p>6. "Total Downtime" means the aggregate number of hours in any month during which application is down during Total Time</p>		
b. Availability / UPTIME of MMU IT Application at MMUs in field			
MMU IT Application	<p>Definition: The MMU IT Application is expected to be available from 8 AM to 9 PM</p> <p>Period of Measurement: For a period of One Month (i.e. from 1st of every month to the last day of the month)</p> <p>Measurement:</p> <p>Calculation of Uptime of the MMU IT Application during the month.</p> <p>Formula for calculating Uptime % = $\{1 - [(Total Downtime) / (Total Time)]\} * 100$</p> <p>Notations—</p> <p>1. "Uptime" means, the aggregate number of hours in any month during which application is actually available for use.</p> <p>2. "Planned Downtime" means the aggregate number of hours, permitted by Authority, in any month during which</p>	≥ 98.718 %	<ul style="list-style-type: none"> If uptime is ≥ 98.718 %, then compliance is as per Agreement INR 1000 per 0.1% of violation for a drop in uptime between $< 98.718\%$ and $\geq 95\%$ Additional INR 1000 per 0.1% of violation for a drop in uptime between $< 95\%$ and $\geq 90\%$. Additional INR 1000 per 0.1% of violation for a drop uptime below 90%

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Measurement	Definition	Target	Severity Level
	<p>application is down during Total Time, for preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to MMU-SP failure to exercise due care in performing its responsibilities.</p> <p>3. Authority would provide a maximum of 5 hours of Planned Downtime for the preventive maintenance (as part of scheduled downtime) per month.</p> <p>4. The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between Authority & MMU-SP . To reduce this time, various maintenance activities can be clubbed together with proper planning.</p> <p>5. "Total Time" means the total hours over the measurement period i.e. one month (13 hrs [8 AM to 9 PM daily] * 30 days in the month).</p> <p>6. "Total Downtime" means the aggregate number of hours in any month during which application is down during Total Time</p>		

Compliance to performance parameters given above shall be subject to:

- Measurement on monthly basis or earlier as and when deemed necessary by Authority, performance evaluation may be conducted depending on Authority requirement, using the monthly reports and other performance parameters for that period.
- Maximum deduction applicable for any month shall not exceed 30% of the Service Fee for each month for all MMUs. In the event, maximum deduction exceeds 30% of the Service Fee, Authority may terminate the Agreement
- MIS reports, log book, biometric attendance, CCTV footage, periodic inspection etc. may be used to measure the KPIs to levy damages

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SCHEDULE G – SUBSTITUTION AGREEMENT

(See Clause 25.3.1)

THIS SUBSTITUTION AGREEMENT is entered into on this the day of
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AMONGST

- 1 The(hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);
- 2 LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at, (hereinafter referred to as the “**Service Provider**” which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);
- 3name and particulars of Lenders’ Representative and having its registered office at, acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the “**Lenders’ Representative**”, which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

- (A) The Authority has entered into a Service Agreement dated with the Service Provider (the “**Service Agreement**”) for, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
- (B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.
- (C) Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Service Agreement.
- (D) In order to enable implementation of the Project including its financing, implementation, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Service Agreement.

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

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

“Financial Default” means occurrence of a Material Breach of the terms and conditions of the Financing Agreements or a continuous default in Debt Service by the Service Provider for a minimum period of 3 (three) months;

“Lenders’ Representative” means the person referred to as the Lenders’ Representative in the foregoing Recitals;

“Nominated Company” means a company, incorporated under the provisions of the Companies Act, 1956, including any re-enactment or modification thereof, selected by the Lenders’ Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/transfer of the Concession as provided in this Agreement;

“Notice of Financial Default” shall have the meaning ascribed thereto in Clause 3.2.1; and

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the Parties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders’ Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders’ Representative, acting for and on behalf of Senior Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Service Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Service Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Service Agreement shall apply, *mutatis mutandis*, to this Agreement.

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2 ASSIGNMENT

2.1 Assignment of rights and title

The Service Provider hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Service Agreement by way of security in respect of Financing by the Senior Lenders under the Financing Agreements.

3 SUBSTITUTION OF THE Service Provider

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representative shall be entitled to substitute the Service Provider by a Nominated Company under and in accordance with the provisions of this Agreement and the Service Agreement.

3.1.2 The Authority hereby agrees to substitute the Service Provider by endorsement on the Service Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For the avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Project as Service Provider either individually or collectively.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Service Provider (the "**Notice of Financial Default**") along with particulars thereof, and send a copy to the Authority for its information and record. A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Service Provider for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Service Provider by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Service Provider and undertake the operation and maintenance of the Project in accordance with the provisions of Article 22 of the Service Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Service Agreement. The aforesaid Suspension shall be revoked upon substitution of the Service Provider by a Nominated Company, and in the event such substitution is not completed within 120 (one hundred and twenty) days from the date of such Suspension, the Authority may terminate the

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Service Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Service Agreement ; provided that upon written request from the Lenders' Representative and the Service Provider, the Authority may extend the aforesaid period of 120 (one hundred and twenty) days by a period not exceeding 60 (sixty) days. For the avoidance of doubt, the Authority expressly agrees and undertakes to terminate the Service Agreement forthwith, upon receipt of a written request from the Lenders' Representative at any time after 180 (two hundred and eighty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Service Provider Default

3.3.1 Upon occurrence of a Service Provider Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant 15 (fifteen) days time to the Lenders' Representative to make a representation, stating the intention to substitute the Service Provider by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within the period of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute the Service Provider by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Service Provider by a Nominated Company in accordance with the provisions of this Agreement within a period of 120 (one hundred and twenty) days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of 120 (one hundred and twenty) days; provided that upon written request from the Lenders' Representative and the Service Provider, the Authority shall extend the aforesaid period of 120 (one hundred and twenty) days by a period not exceeding 60 (sixty) days; provided further that the Lenders' Representative may at any time withdraw its representation hereunder and upon such withdrawal, the Authority may terminate this Agreement in accordance with the provisions hereof.

3.4 Procedure for substitution

3.4.1 The Authority and the Service Provider hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the Project including the Concession to the Nominated Company upon such Nominated Company's assumption of all the liabilities and obligations of the Service Provider towards the Authority under the Service Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Service Provider, the Nominated Company shall be required to fulfil the eligibility criteria (as set forth in the RFP) that were laid down by the Authority for shortlisting the bidders for award of the Concession; provided that the Lenders'

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Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the Project, and if the Authority determines that such waiver shall not have any Material Adverse Effect on the Project, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request the Authority to:

- a) accede to transfer to the Nominated Company the right to fabricate, operate and maintain the Project in accordance with the provisions of the Service Agreement ;
- b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
- c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within 15 (fifteen) days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority shall thereupon transfer and endorse the Concession within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Service Provider.

3.4.5 {The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Service Agreement, be undertaken by transfer of no less than 75% (seventy five per cent) of the Equity of the Service Provider to the Nominated Company, and upon such transfer hereunder, the Service Provider shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Service Agreement}(Applicable for SPV).

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Service Provider. The Service Provider irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Service Provider agrees and confirms that it shall not have any right to seek revaluation of assets of the Project or the Service Provider's shares. It is hereby acknowledged by the

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[Signature]

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Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Service Provider shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4 PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Service Provider shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Service Provider in the event of such Nominated Company's assumption of the liabilities and obligations of the Service Provider under the Service Agreement.

5 TERMINATION OF SERVICE AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Service Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 23 of the Service Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of 120 (one hundred and twenty) days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Service Agreement forthwith in accordance with the provisions thereof.

5.3 Realisation of debt due

The Service Provider hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Service Provider, without any further reference to or consent of the Service Provider, the debt due upon Termination of the Service Agreement for this Project.

6 DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

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1. Termination of the Agreement; or
2. no sum remains to be advanced and no sum is outstanding to the Senior Lenders, under the Financing Agreements.

7 INDEMNITY

7.1 General indemnity

- 7.1.1 The Service Provider will indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and Third Party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or on account of failure of the Service Provider to comply with Applicable Laws and Applicable Permits.
- 7.1.2 The Authority will indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and Third Party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Service Provider's obligations under the Service Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.
- 7.1.3 The Lenders' Representative will indemnify, defend and hold the Service Provider harmless against any and all proceedings, actions and Third Party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Service Provider's obligations under the Service Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a Third Party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or Dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

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8 DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any Dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Service Provider and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be Lucknow and the language of arbitration shall be English.

9 MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

1. agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
2. agrees that, should any proceedings be brought against it 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 Authority with respect to its assets;
3. 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
4. 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).

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9.3 Priority of agreements

In the event of any conflict between the Service Agreement and this Agreement, the provisions contained in the Service Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5 Waiver

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- 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;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Agreement in any manner.

9.5.1 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 another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No Third Party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

1. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive Termination hereof; and
2. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall 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.

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9.7.2 All obligations surviving the cancellation, expiration or Termination of this Agreement shall only survive for a period of 3 (three) years following the date of such Termination or expiry of this Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties 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 Dispute resolution under Clause 11 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day, or on a day that is a public holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12 Authorised representatives

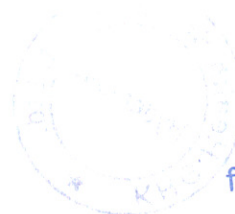
Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be

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entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF Service Provider has been affixed pursuant to the resolution passed by the Board of Directors of the Service Provider at its meeting held on the day of 20..... hereunto affixed in the presence of, Director, who has signed these presents in token thereof and, Company Secretary /Authorised Officer who has countersigned the same in token thereof^s:

(Signature)
(Name)

SIGNED, SEALED
AND DELIVERED

For and on behalf of

.....Department, AAI by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND
DELIVERED

For and on behalf

SENIOR LENDERS by the Lenders' Representative:

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

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(e-mail

In the presence
of:

1.

2.

SCHEDULE H – VESTING CERTIFICATE

(See Clause 24.4)

- 1 The,Department, (the “Authority”) refers to the Service Agreement dated (the “Agreement”) entered into between the Authority and (the “Service Provider”) for (the “Project”).
- 2 The Authority hereby acknowledges compliance and fulfilment by the Service Provider of the Divestment Requirements set forth in Clause 24.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Service Provider in or about the Project shall be deemed to have vested unto the Authority, free from any Encumbrances, charges and liens whatsoever.
- 3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Service Provider to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Service Provider in any manner of the same.

Signed this day of, 20..... at

AGREED, ACCEPTED AND SIGNED

For and on behalf of
Service Provider by:

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

Department of Medical, Health & Family Welfare, UP

S. Gopal Mishra



SIGNED, SEALED

AND DELIVERED
For and on behalf of
..... Department, by:

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

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In the presence of:

1.

2.

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SCHEDULE I – REPORTING AND RECORD REQUIREMENTS

MIS Reports

The following reports will be generated and submitted duly signed by the MMU SPAs per the schedule provided below:

SN	Report Name	Frequency & Timeline for submission
1.	MMU District wise approved Site Plan schedule	Quarterly (Before 10 th of particular month) and immediately in case of change in site plan (duly approved by DHS)
2.	MMU Service Point	Monthly (Before 7 th of next month)
3.	MMU Staff availability	Monthly (Before 10 th of next month)
4.	Report on number of cases served (MMU & Districtwise)	Monthly (Before 10 th of next month)
5.	Report on functional availability of MMU equipment's	Monthly (Before 10 th of next month)
6.	Report on Uptime availability of MMU IT Application	Monthly (Before 10 th of next month)
7.	MMU Performance indicator report 1	Monthly (Before 10 th of next month)
8.	MMU Performance indicator report 2	Monthly (Before 10 th of next month)
9.	MMU OPD status report	Monthly (Before 10 th of next month)
10.	MMU Pathology report	Monthly (Before 10 th of next month)

SN	Report Name	Frequency & Timeline for submission
11.	MMU ANC report	Monthly (Before 10 th of next month)
12.	Number of Lab tests/month by MMU'	Monthly (Before 10 th of next month)
13.	No. of blood smears collected / RDT tests done	Monthly (Before 10 th of next month)
14.	No. of sputum collected for TB detection / month by MMU	Monthly (Before 10 th of next month)
15.	Number of patients referred to higher facilities	Monthly (Before 10 th of next month)

Indicative MIS Report Formats:

Indicative MIS report formats are provided below. MMU SP need to refer this as an input and design comprehensive report format in consultation with DoMH&FW, National Health Mission / CMO office / DHS

1. MMU Service Point Report

Sl.no.	Date	District	Block	MMU code	Vehicle number	trip id	Time of reaching site	Time of starting registration	Time of closing of service window	Time of departure from site	Effective operational duration of service window	Effective duration for MMU availability at site

2. MMU Staff availability report

MMU code	Vehicle number	Number of "TRIPS"	Trips with Para-Medical Manpower		Total no. of TRIPS with Para-Medical Manpower		Average per day non availability of Para-Medical staff	Per day percentage of non		Trip cost as	Per trip pen	Total Mo
			Trips with nurse	Trips with Laborator	No. of trips where Nurse was not	No. of trips where Lab Technician was		Per day percentage of non				
								</				

			Technician	available against the total no. of TRIPs	not available against the total no. of TRIPs	availability of Para-Medical staff	per Bid	ality	nth Pen alty

3. Report on number of cases served by MMU

SL	District	Number of MMU Vehicles	Vehicle Number	Number of trips in the month	Actual number of cases served in a month	Actual cases per trip in the month (column 6 / column 5)	Average minimum Targeted cases per trip	Difference between Targeted Actual	Vs.

4. Report on functional availability of MMU equipment's

Sl.no.	District	Block	Vehicle number	Total monthly TRIPs	Number of trips in a month with all equipment's functional	No. of TRIPs in a month where equipment's were not available or not functional



5. Report on Uptime availability of MMU IT Application

Total Time / hours in month (24*no. of days in month)	Planned Downtime in a month (in hours)	Actual Downtime in a month (in hours)	Total uptime (in %)

6. Report on MMU Performance indicators 1

Sl. no.	Dist	BI	MM	Vehicle number	Trips		OPD registration		Immunization		ANC Checkup		Others		Total		Beneficiaries per trip	
		Loc	U code		Mo	Cum	Mo	Cum	Mo	Cum	Mo	Cum	Mo	Cum	Mo	Cum	Mo	Cum
					nth	ulative	nth	ulative	nth	ulative	nth	ulative	nth	ulative	nth	ulative	nth	ulative

7. Report on MMU Performance indicators 2

District	Blood	M M	Vehicle number	Date	Patient registration id	Name	Age	Sex	Address	Type of service required	Diagnostics	Prescription	Lab test	X-Ray	ECG	Vaccination	Minor Surgery	Health education	Others
		U code																	

S. C. Singh



पद्माकर सिंह

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SCHEDULE J – FORMAT - BANK GUARANTEE FOR MOBILIZATION ADVANCE

The [**],

.....

.....

WHEREAS:

- (A) (the “**Service Provider**”) and the Governor of the State of Uttar Pradesh, acting through the Director General, Medical & Health services Uttar Pradesh (the “**Authority**”) have entered into a Concession Agreement dated (the “**Agreement**”) whereby the Authority has agreed to the Service Provider undertaking the provision of MMU Services, subject to and in accordance with the provisions of the Agreement.
- (B) The Agreement requires the Service Provider to furnish a Bank Guarantee security to the Authority in a sum of Rs.....cr. (Rupees crore) (the “**Guarantee Amount**”) as security for due repayment of the Mobilization Advance amount disbursed to Service Provider, under and in accordance with the Agreement, during the Operation Period.
- (C) We, through our Branch at (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Mobilization Advance security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due repayment of one or more semi-annual/half yearly installments of Mobilization Advance, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer of the Authority, that the Service Provider has committed default in the due and faithful performance of all or any of its repayment obligations in respect of Mobilization Advance under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Service Provider is in default in due and faithful performance of its repayment obligations in relation to Mobilization Advance under the

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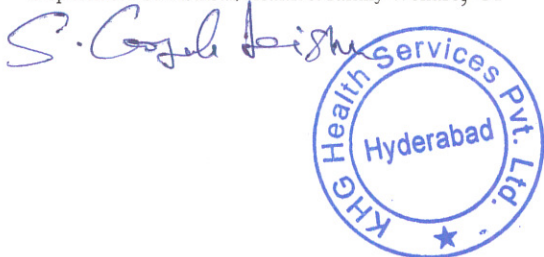
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Agreement and its decision that the Service Provider is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Service Provider, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Service Provider for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Service Provider before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the repayment of Mobilization Advance obligations of the Service Provider contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Service Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the repayment obligations of the Service Provider in respect of Mobilization Advance under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until the expiry of three Months from the full payment of Mobilization Advance, and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

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8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be either hand delivered or sent by post addressed to the Bank at its above referred Branch or at any of its Branch at Lucknow, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Department of Medical, Health & Family Welfare, UP

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Annexures

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Annexure A - Letter of Intent and Acceptance

Letter of Award

From,
Mission Director,
National Health Mission,
Vishal Complex, 19-A, Vidhan Sabha Marg,
Lucknow (Uttar Pradesh), India – 226001

To,
Mr. Renjeesh Chandran Nair K,
Senior partner, Kria Healthcare Pvt Ltd,
33A, Road No. 76, Jubilee Hills,
Hyderabad 500033

Letter No 150/SPMU/NMMU/2018-19/ 5591

Date 20.8.2018

Subject:- Issue of Letter of Award (LOA) to M/s Kria Healthcare Pvt. Ltd., under RFQ cum RFP for "Selection of Mobile Medical Unit Service Provider for Implementation of National Mobile Medical Unit (NMMU) project in Uttar Pradesh"

Reference:

1. RFQ cum RFP dated 19th April, 2018, bearing Tender ID: 150/SPMU/NMMU/2018-19/ (hereinafter collectively referred to as "RFQ cum RFP")
2. M/s Kria Healthcare Pvt. Ltd.'s bid dated 09th May, 2018 ("Bid").
3. Letter, dated [12-07-2018] submitted by M/s Kria Healthcare Pvt Ltd.

Dear Sir,

In reference to your Bid dated 09th May, 2018, submitted under the terms of the RFQ Cum RFP for 'Selection of Mobile Medical Unit Service Provider for Implementation of National Mobile Medical Unit (NMMU) project in Uttar Pradesh', we are pleased to inform you that, pursuant to the financial bid opening on 12th July 2018, your final financial quote as set out in the table below, has been accepted and you have been identified as the 'Selected Bidder', subject to and in accordance with the provisions of RFQ Cum RFP:-

Service fee per MMU per month in the first year	Rs. 3,04,500 (Rupees Three Lakhs Four Thousand Five Hundred Only)
---	--

1. In view of the above, you are requested to convey your unconditional acknowledgement of this Letter of Award, within 7 (Seven) days from the date of issue of the LOA, and return to the Authority a duly signed duplicate copy of LOA executed by your authorized signatory. In case, you, the Selected Bidder fails to comply and convey your unconditional acknowledgement of this Letter of Award, then Authority shall be entitled to encash your Bid Security as per terms of the RFQ cum RFP as Damages.
2. Without prejudice to the requirement of unconditional acknowledgement of the LOA and regardless of the same, you, the Selected Bidder is also required to unconditionally fulfill all the pre-condition stipulated in the RFQ Cum RFP including the following pre-conditions for commencement of the Project development subject to and in accordance with the provisions of RFQ Cum RFP :-

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- i. Post conveying the unconditional acknowledgement of this Letter of Award as per above provision, you, the Selected Bidder is required to execute the Service Agreement within 30 days from the date of this Letter of Award; and in the event of failure to comply, the Authority shall be entitled to encash the Bid Security as Damages.
 - ii. You are also required to furnish to Authority a Performance Security by way of an unconditional, unequivocal and irrevocable Bank Guarantee of value equivalent to INR 2,55,00,000/- (Rupees Two Crore and Fifty Five Lakh Only) valid up to expiry of 6 (six) months from date of operationalization of all 170 MMUs in the state of Uttar Pradesh, as per format enclosed at Schedule E of Volume 2 of RFQ cum RFP, to be issued by any Nationalized/ Scheduled Commercial Bank, in favour of State Health Society, Uttar Pradesh, encashable at Lucknow
3. In the event of failure of the Selected Bidder to comply with one or more of the pre-conditions as set out under the RFQ cum RFP and enumerated under this Letter of Award, for commencement of project development, the Authority shall be entitled to nullify, cancel and revoke this LOA and encash the Bid Security, in which event, the Selected Bidder and/or any person claiming under or through it, shall have no claim whatsoever against the Authority.

Yours sincerely,

(Pankaj Kumar)
Mission Director,
National Health Mission,
Uttar Pradesh
Date

Letter No. 150/SPMU/NMMU/2018-19/

Copy to following for necessary action-

1. Principal Secretary, Medical Health and Family Welfare, GoUP.
2. Director General, Medical and Health Services, Uttar Pradesh, Lucknow for further necessary actions regarding signing of agreement and implementation of National Mobile Medical Unit Project.
3. Special Secretary, Section -1, Medical Health and Family Welfare, GoUP.

Received.
23/05/2019
(Signature)
(Signature)



(Pankaj Kumar)
Mission Director,
National Health Mission,
Uttar Pradesh

Department of Medical, Health & Family Welfare, UP

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Annexure B - Financial Bid



APPENDIX – II: FORMAT FOR FINANCIAL BID

Financial Proposal

Dated: 10-May-2018

To,

Additional Mission Director,
National Health Mission (NHM),
Vishal Complex, 19-A,
Vidhan Sabha Marg, Lucknow;
Phone: 0522- 2237501
E-mail ID: mdupnrhm@gmail.com, spmu102108@gmail.com

Sub: Selection of Service Provider for MMUs in Uttar Pradesh ("Project")

Dear Sir,

1. With reference to your RFQ cum RFP document dated 19th April 2018, We, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. We hereby submit our Bid and offer to perform services for a fee of INR Rs. 3,05,117 (Rupees Three Lacs five Thousand One Hundred and Seventeen Only) per MMU per month for the first year. The Fee for the subsequent year shall be increased by 6.5% every year.
3. We agree to keep this offer valid for 180 (One hundred eighty) days from the Bid Due Date specified in the RFQ cum RFP.
4. We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, we submit this Bid under and in accordance with the terms of the RFQ cum RFP document.

Date: 10-May-2018
Place: Lucknow



Yours faithfully,

(Signature of the Authorised Signatory)
Dr. Balaji Utlia, Director
Kria Healthcare Private Limited

Kria Healthcare Private Limited

Plot No. 33A, Phase-III, Road No. 76, Jubilee Hills, Hyderabad - 500 033, Telangana
Phone: +91 40 23556258 E-mail: info@kriahealth.com
www.kriahealth.com

Department of Medical, Health & Family Welfare, UP

S. Gopal Singh



(डा० पद्माकर सिंह)

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उत्तर प्रदेश।



To.

The Mission Director,
SPMU, NHM, Uttar Pradesh,
LUCKNOW

Dear Sir,

Sub: Revision of Price/Financial Bid

Ref: RFQ cum RFP no. 150/SPMU/NMMU/
2018-19 dated 19th April 2018

The financial Bid against the above referred tender was opened on 12th July, 2018 in the presence of PPP BEC committee.

After discussions and negotiations we have agreed to revise our financial bid from Rs 3,05,117/- (Rupees Three Lakhs Five Thousand One Hundred Seventeen only) to Rs 3,04,500/- (Rupees Three Lakhs Four Thousand Five Hundred only) per MMU per month for the 1st year (Year 1), all other terms and conditions remaining the same.

Thanking you,
For KRIA HEALTHCARE PVT. LTD.
12/7/2018
S. MANICKA RAO
Chief Financial Officer



Kria Healthcare Private Limited

Plot No. 33A, Phase-III, Road No. 76, Jubilee Hills, Hyderabad - 500 033, Telangana
Phone: +91 40 23556258 E-mail: info@kriahealth.com
www.kriahealth.com

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उत्तर प्रदेश।

Shareholding certificate

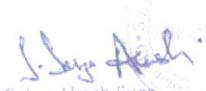

S L R & Associates
 Chartered Accountants

 8-3-960/3, Ground Floor, Raghava Nilayam
 Srinagar Colony Hyderabad - 500 073.
SHAREHOLDING PATTERN CERTIFICATE

This certificate is issued for certifying shareholding pattern of KHG Health Services private Limited as on 27th day of October 2018. Share Holding pattern is as follows:

Name & Address of the Share Holder	No. of Equity Shares of Rs.10/- Each fully paid up	No. of Preference Shares of Rs. 10 Each Fully paid up	Value In Rupees	% of Holding
KRIA HEALTHCARE PRIVATE LIMITED Address: 8-2-293/82/III/33/A, Road No. 76, Jubilee Hills, Hyderabad Telangana - 500033	5,999	0	59,990	59.99%
venu madhav chennupati (Representing KRIA HEALTHCARE PRIVATE LIMITED) Address: Plot No 40, Aditya Fort view Villas , Puppalaguda Road, Near Prathibha High School, Manikonda, Puppalaguda, Hyderabad, Telangana -500089	1	0	10	0.01%
SSG UK AMBULANCE ACADEMY LIMITED Unit A1, Barlow Way, Thames View Business Centre, London Borough of Havering, Rainham RM13 8BT, United Kingdom	0	4,000	40,000	40%
TOTAL:	6,000	4,000	1,00,000	100%

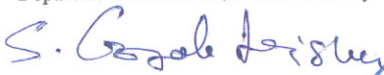
 For S L R & Associates
 Chartered Accountants
 FRN: 0158745


 Satya Akash Sure
 Partner
 M.No: 236372


 Place: Hyderabad
 Date: 27th October, 2018

 Mobile : 81255 15296, 96427 87884
 E-mail : slrnassociates@gmail.com

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SSG Board Resolution – committing to invest



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF M/S. SSG UK AMBULANCE ACADEMY LTD HELD ON THE 14 DAY OF NOVEMBER 2018 AT 5.00 PM AT REGISTERED OFFICE OF THE COMPANY SITUATED AT A1 THAMESVIEW BUSINESS CENTRE BARLOW WAY, RAINHAM, LONDON BOROUGH OF HAVERING, RM13 8BT, UNITED KINGDOM

Authorization to make investment in preference Shares of the KHG HEALTH SERVICES PRIVATE LIMITED, a Indian Company (CIN: U85300TG2018PTC127231) incorporated under the Companies Act, 2013

"RESOLVED THAT, consent of the Board is hereby accorded to make investment in Preference shares of **KHG HEALTH SERVICES PRIVATE LIMITED** (a Indian Company incorporated under the Companies Act, 2013 vide CIN: U85300TG2018PTC127231) upto a limit not exceeding GBP 4,500/- (Indian Currency INR 40,000/-) and that, the investment be made by the company in one or more tranches as is considered expedient at the prevailing GBP -INR (Rupee) exchange rate on the dates of disbursement of the amount by the company.

"FURTHER RESOLVED THAT the Company shall continue to maintain its shareholding of 40% in the Share Capital of KHG HEALTH SERVICES PRIVATE LIMITED as a Consortium member in accordance with the provisions of the Concession Agreement executed for the project;"

RESOLVED FURTHER THAT Mr. Kenneth Kronohage are hereby severally authorised on behalf of the company to sign/execute agreements, documents with regard to the above and correspond/ execute various documents as maybe required with the Reserve Bank of India (RBI), and such other statutory and regulatory authorities, and to do all such deeds and things as maybe deemed expedient and necessary to give effect to this resolution."

**// CERTIFIED TRUE COPY//
For SSG UK AMBULANCE ACADEMY LTD**

**Gemini Sampath
Director**

**Kenneth Kronohage
Director**



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KRIA Board resolution for investment

Department of Medical, Health & Family Welfare, UP

S. Gopal Mishra



(डा० पद्माकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF M/S. KRIA HEALTHCARE PRIVATE LIMITED HELD ON FRIDAY, THE 18TH SEPTEMBER, 2018 AT 10.00 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 8-2-293/82/JIII/33/A, ROAD NO.76, JUBILEE HILLS HYDERABAD -500033, TELANGANA, INDIA

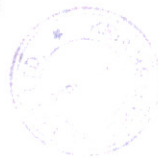
INVESTMENT IN SHARE CAPITAL OF KHG HEALTH SERVICES PVT. LTD.

"RESOLVED THAT pursuant to the terms and applicable provisions, of the RFQ cum RFP Number 150/SPMU/NMMU/2018-19 dated 19th April 2018 issued by the Department of Health & family Welfare, Government of Uttar Pradesh, for the Implementation of National Mobile Medical Unit (NMMU) in Uttar Pradesh (PROJECT), M/s KRIA Healthcare Private Limited as the Lead Bidder and SSG UK Ambulance Academy Ltd. as the Consortium Partner shall invest in the Share Capital of the Special Purpose Vehicle M/s KHG HEALTH SERVICES PRIVATE LIMITED, in the ratio of 60:40 i.e. 60% M/s KRIA Healthcare Pvt. Ltd. and 40% M/s SSG UK Ambulance Academy Ltd.

FURTHER RESOLVED THAT both the Consortium members i.e. M/s KRIA Healthcare Private Limited and SSG UK Ambulance Academy Ltd. shall continue to maintain their shareholding in the Share Capital, in accordance with the provisions of the Concession Agreement executed for the project.

**// CERTIFIED TRUE COPY//
For KRIA HEALTHCARE PRIVATE LIMITED**

Venu Madhav Chennupati
VENU MADHAV CHENNUPATI
DIRECTOR
DIN- 02524435



Balaji Utla
BALAJI UTLA
DIRECTOR
DIN- 02524475

Kria Healthcare Private Limited

Plot No. 33A, Phase-III, Road No. 76, Jubilee Hills, Hyderabad - 500 033, Telangana
Phone: +91 40 23556258 E-mail: info@kriahealth.com
www.kriahealth.com

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Dr. Yashwantrao Chavan
(डा० यशवंतराव चवण)
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उत्तर प्रदेश।

Certificate of incorporation - SPV



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that KHG HEALTH SERVICES PRIVATE LIMITED is incorporated on this Twenty eighth day of September Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85300TG2018PTC127231.

The Permanent Account Number (PAN) of the company is AAHCK2966P

The Tax Deduction and Collection Account Number (TAN) of the company is HYDK10017A

Given under my hand at Manesar this Fifth day of October Two thousand eighteen .

MINISTRY OF
CORPORATE AFFAIRS

Digital Signature Certificate

Mr Sanjaya Kumar Verma

Deputy Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

KHG HEALTH SERVICES PRIVATE LIMITED

8-2-293/82/JIII/33/A, ROAD NO. 76,, JUBILEE HILLS, HYDERABAD,
Hyderabad, Telangana, India, 500033

* as issued by the Income Tax Department

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SPV Introduction Letter



17-Nov- 2018
Hyderabad

To,

Deputy Director,
National Health Mission (NHM),
Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow;
E-mail id: mdupnrhm@gmail.com, spmu102108@gmail.com

Ref: RFQ cum RFP number 150/SPMU/NMMU/2018-19 dated 19th April 2018 and Letter of Award No.150/SPMU/NMMU/2018-19/5591 dt. 20th August 2018

Dear Sir,

As specified in the tender document, we, Kria Healthcare Private Limited and SSG UK Ambulance Academy (the original consortium members and bidders) have incorporated a special purpose vehicle private limited company named KHG HEALTH SERVICES PRIVATE LIMITED. This company has been incorporated specifically to execute the Concession Agreement with the Authority in terms of LOI for and/or on behalf of the Bidders.

This is for your information and updating of records as required.

Thanking you,

Yours truly,

For Kria Healthcare Private Limited

Dr. Balaji Utla

Director & Authorized Signatory



Kria Healthcare Private Limited

Plot No. 33A, Phase-III, Road No, 76, Jubilee Hills, Hyderabad - 500 033, Telangana
Phone: +91 40 64529779, E-mail: info@kriahealth.com
www.kriahealth.com, CIN: U85191TG2009PTC065263

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उत्तर प्रदेश।

Board Resolution by SPV

KHG Health Services

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF M/S. KHG HEALTH SERVICES PRIVATE LIMITED HELD ON FRIDAY, THE 28TH SEPTEMBER, 2018 AT 5.00 P.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 8-2-293/82/JIII/33/A, ROAD NO.76, JUBILEE HILLS HYDERABAD-500033, TELANGANA, INDIA

Execution of Services Agreement / Concession Agreement for NMMU Project with Govt of Uttar Pradesh:

The Chairman informed the Board of Directors of the Company that Company was set up by M/s KRIA Healthcare Pvt. Ltd. and SSG UK Ambulance Academy Ltd., as a Special Purpose Vehicle for Implementation of NMMU project in Uttar Pradesh consequent to the Letter of Award No. 150/SPMU/NMMU/2018-19/5591 dt. 20th August 2018 issued by the Mission Director, National Health Mission, Uttar Pradesh and have authorized the Company to execute the Services Agreement / Concession Agreement in this regard.

The Board of Directors considered the proposal of the Chairman and after some discussion passed the following Resolution.

1. RESOLVED THAT the Company do execute the Services Agreement / Concession Agreement with the Government of Uttar Pradesh for Implementation of the Mobile Medical Units project to provide primary healthcare services as envisaged in the RFQ cum RFP Number: 150/SSPMU/NMMU/2018-19 dt. 19th April 2018.
2. FURTHER RESOLVED THAT Dr. Balaji Utla, Director be and is hereby authorized to execute the Services Agreement / Concession Agreement on behalf of the Company and also execute and / or otherwise deal with necessary applications, documents, deeds things and matters incidental thereto.
3. RESOLVED FURTHER THAT the true copy of the resolution duly certified by any Director and /or Directors of the company be forwarded to concerned authorities for being acted upon.

/ CERTIFIED TRUE COPY/
For KHG HEALTH SERVICES PRIVATE LIMITED

venu
venu
VENU MADHAV CHENNUPATI
DIRECTOR
DIN- 02524435

mbrij
BALAJI UTLA
DIRECTOR
DIN- 02524475

KHG Health Services Private Limited

8-2-293/82/JIII/33/A, Road No. 76, Jubilee Hills, HYDERABAD, Telangana 500033

CIN: U85300TG2018PTC127231

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उत्तर प्रदेश।

Willingness of SPV to execute the project

KHG Health Services

17-Nov- 2018
Hyderabad

To,

Mission Director,
National Health Mission (NHM)
Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow;
E-mail id: mdupnrhm@gmail.com, spmu102108@gmail.com

Ref: RFQ cum RFP number 150/SPMU/NMMU/2018-19 dated 19th April 2018 and Letter of Award No.150/SPMU/NMMU/2018-19/5591 dt. 20th August 2018

Dear Sir,

We, KHG HEALTH SERVICES PRIVATE LIMITED, are willing to execute the Concession Agreement with the Authority for the National MMU project. We have been specifically constituted by the Consortium of bidders Kria Healthcare Private Limited and SSG UK Ambulance Academy Limited to carry out the project for and/or on their behalf.

This is for your information and updating of records as required.

Thanking you,

Yours truly,

For KHG Health Services Private Limited


Dr. Balaaji Ulla
Director & Authorized Signatory



KHG Health Services Private Limited

8-2-293/82/JIII/33/A, Road No. 76, Jubilee Hills, HYDERABAD, Telangana 500033


CIN: U85300TG2018PTC127231

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उत्तर प्रदेश।

Legal Opinion

Department of Medical, Health & Family Welfare, UP

S. Gopal Mishra



[Signature]

(डा० पद्माकर सिंह)
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चिकित्सा एवं स्वास्थ्य सेवाएँ,
राज्य प्रवेश।

P Pavan Kumar

Advocate

F2, Krishna Sindhu Residency, 8-2-120/86/2/A&3, Road No.3, Banjara Hills, Hyderabad 500034
Cell: 9963378000. eMail: lexxpavan@gmail.com

Privileged and Confidential Memorandum

October 26, 2018

To
The Director General
Medical & Health Services
Dept. of Medical Health & Family Welfare
Uttar Pradesh

Re: Legal Opinion in accordance with the provisions of the Draft Concession Agreement

Dear Sir,

I have been asked by M/s. KHG Health Services Private Limited, a company incorporated under the provisions of the Companies Act, 2013 with Corporate Identity Number U85300TG2018PTC127231, with Office at 8-2-293/82/IIII/33/A, Road No. 76, Jubilee Hills, Hyderabad ("Company") to render a legal opinion in connection with the transaction governed by the Concession Agreement ("Concession Agreement") proposed to be executed between the Company and Governor of Uttar Pradesh, acting through the Director General, Medical & Health Services, Department of Medical Health & Family Welfare, Uttar Pradesh ("Authority") for implementation of National Mobile Medical Unit (NMMU) in Uttar Pradesh ("Project") on design, build, finance, procure, operate and transfer basis, for which the Mission Director, National Health Mission, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (Uttar Pradesh), India 226001 has issued Letter of Award Ref No. 150/SPMU/NMMU/2018-19/5591 dated 20-08-2018 ("LoA").

Capitalized terms used but not expressly defined herein shall have the meaning ascribed to such terms in the Concession Agreement.

1. For the purpose of this opinion, we have reviewed –

- (a) copy of the Draft Concession Agreement;
- (b) copy of the LoA;
- (c) Board Resolution of the Company dated 28-09-2018;
- (d) Certificate of Incorporation of the Company, Memorandum of Articles and Articles of Association of the Company (collectively the "Documents");
- (e) Board Resolution of the Lead Bidder, M/s. Kria Healthcare Private Limited dated 18-09-2018 to invest in the share capital of the Company;
- (f) Board Resolution of the Lead Bidder, M/s. Kria Healthcare Private Limited dated 18-09-2018 authorizing the Company to execute the Concession Agreement with the Authority;
- (g) Letter of the Lead Bidder, M/s. Kria Healthcare Private Limited dated 01-10-2018;

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महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

P Pavan Kumar**Advocate**

F2, Krishna Sindhu Residency, 8-2-120/86/2/A&3, Road No.3, Banjara Hills, Hyderabad 500034
Cell: 9963378000. eMail: lexpavan@gmail.com

- (h) Letter of the Consortium Partner, M/s. SSG UK Ambulance Academy Limited dated 02-10-2018; and
 - (i) Board Resolution of the Consortium Partner, M/s. SSG UK Ambulance Academy Limited dated 08-10-2018.
2. In providing this opinion, I have also assumed that the Concession Agreement when executed would constitute the legal, valid and binding obligations of any party to the Concession Agreement other than the Company, enforceable against each such other party other than the Company, in accordance with their terms.
 3. The Company has been incorporated on 28-09-2018 as special purpose vehicle of the successful bidders viz. M/s. Kria Healthcare Private Limited ("Lead Bidder"), and M/s. SSG UK Ambulance Academy Limited ("Consortium Partner"), as a private limited company. As per the MoA of the Company, the main object of the Company is "To execute and implement the National Mobile Medical Unit (NMMU) project in Uttar Pradesh".
 4. The Board Resolution of the Company provides that the Company "undertakes to implement the said Project as SPV, incorporated by the Lead Bidder for the purpose, in terms of provisions of LoA and the Bidding documents".
 5. The Board Resolutions of the successful Lead Bidder, M/s. Kria Healthcare Private Limited and its Consortium Partner, M/s. SSG UK Ambulance Academy Limited provide that they will "invest Equity in the Special Purpose Vehicle (SPV) to be incorporated wholly owned subsidiary of the Lead Bidder and also undertake to maintain their equity participation in the SPV as per the provisions of the Concession Agreement to be executed with the Authority.
 6. The Company has also submitted an Undertaking thereby undertaking that they shall at no time undertake or permit any change in the ownership except in accordance with the provisions of the Article 5.12 of the Concession Agreement. The Company has further undertaken that all of their rights and interests in the Company shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and encumbrances, without any further acts or deeds on its part of that of Authority, and that none of the Project Assets shall be retained by it, save and except as expressly provided in the Concession Agreement.
 7. The Company through Board Resolution has shown its willingness and intent to execute the Concession Agreement with the Authority.
 8. M/s. SSG UK Ambulance Academy Limited, a Consortium Partner, has passed a board resolution for participating in the Project and has undertaken to provide technical and management support.

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Department of Medical, Health & Family Welfare, U.P.

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(डा० पद्माकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

P Pavan Kumar

Advocate

F2, Krishna Sindhu Residency, 8-2-120/86/2/A&3, Road No.3, Banjara Hills, Hyderabad 500034
Cell: 9963378000. eMail: lexxpavan@gmail.com

9. Having considered the Documents and having regard to the relevant laws of India, we opine and state under:
- The Company is duly incorporated and validly existing under Applicable Laws and is competent to execute the Concession Agreement.
 - The execution of Concession Agreement has been validly authorized by the Company and such authorization is not in breach of any Applicable Laws or Documents and upon execution it would constitute to be a valid, binding and enforceable obligation of the Company.
 - The Company can undertake and execute the Project as per its MoA and as per the Board Resolution passed by it and that passed by its Promoter Company.
 - The Company undertakes to abide by the terms and conditions prescribed in the Concession Agreement and also undertake to maintain the shareholding as per the terms of the Concession Agreement.

We do not purport to be experts on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of India and accordingly express no legal opinion herein based upon any law other than the laws of India.

This opinion is delivered to you solely in connection with the transactions described herein and may not be relied upon by you for any other purpose and may not be used or relied upon or published or communicated to any person or entity other than the addressees hereof for any purpose whatsoever without our prior written consent in each instance; provided that (a) any permitted assignee of yours who or its counsel may rely on this opinion to the same extent as but no greater extent than you and (b) you may furnish copies of this opinion to your legal advisors, accountants and to bank auditors and examiners, in each case only in connection with their audit and review activities.

Yours sincerely



P Pavan Kumar
Advocate
Hyderabad, India
(AP/2463/1993)

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Department of Medical, Health & Family Welfare, G.A.

S. Gajendra Singh



(डा० पद्मकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

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Board Resolution in favour of Authorized Signatory



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF M/S. KRIA HEALTHCARE PRIVATE LIMITED HELD ON FRIDAY, THE 18TH SEPTEMBER, 2018 AT 10.00 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 8-2-293/82/JHH/33/A, ROAD NO.76, JUBILEE HILLS HYDERABAD -500033, TELANGANA, INDIA

AUTHORIZATION OF M/S KHG HEALTH SERVICES PVT. LTD. TO EXECUTE CONCESSION AGREEMENT

"RESOLVED THAT pursuant to the terms and applicable provisions, of the RFQ cum RFP Number 150/SPMU/NMMU/2018-19 dated 19th April 2018 issued by the Department of Health & family Welfare, Government of Uttar Pradesh, for the implementation of National Mobile Medical Unit (NMMU) in Uttar Pradesh (PROJECT), M/S KHG HEALTH SERVICES PVT. LTD, a Special Purpose Vehicle for implementation and execution of the PROJECT is hereby authorized to execute the Concession Agreement with the Govt of Uttar Pradesh on behalf of the consortium members.

**// CERTIFIED TRUE COPY//
For KRIA HEALTHCARE PRIVATE LIMITED**

VENU MADHAV CHENNUPATI
DIRECTOR
DIN- 02524435

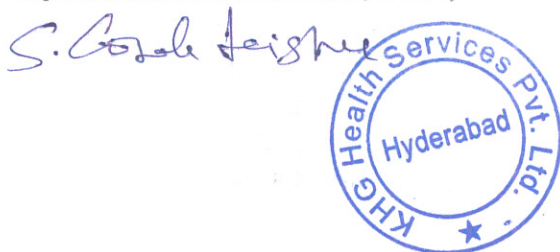
BALAJI UTLA
DIRECTOR
DIN- 02524475



Kria Healthcare Private Limited

Plot No. 33A, Phase-III, Road No. 76, Jubilee Hills, Hyderabad - 500 033, Telangana
Phone: +91 40 23556258 E-mail: info@kriahealth.com
www.kriahealth.com

Department of Medical, Health & Family Welfare, UP



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(डा० पद्माकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

Undertaking for representations & warrants

Department of Medical, Health & Family Welfare, UP

S. Gopal Mishra



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(डा० पद्माकर सिंह)
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चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।



17-Nov- 2018
Hyderabad

To,

Deputy Director,
National Health Mission (NHM),
Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow;
E-mail id: mdupnrhm@gmail.com, spmu102108@gmail.com

Ref: RFQ cum RFP number 150/SPMU/NMMU/2018-19 dated 19th April 2018 and Letter of Award No.150/SPMU/NMMU/2018-19/5591 dt. 20th August 2018

Dear Sir,

We, Kria Healthcare Private Limited and SSG UK Ambulance Academy hereby submit that the representations and warranties set forth in Article 7.1 (k), (l) and (m) of the Concession Agreement are true to the best of.

k) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement,

l) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.12 and that the (Selected Bidder/Consortium Members), whose technical and financial capacity was evaluated for the purposes of qualification and short-listing in response to the Request for Proposal, shall hold at least, as specified below, during the Concession Period and together with (its/their) Associates:

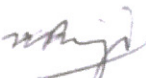
Provided further that any such request made under Sub-Clause i of Clause 7.1 at the option of the Authority, may be required to be accompanied by a suitable no objection letter from Lenders

m) the Selected Bidder/ Consortium Members and its/their Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

Thanking you,

Yours truly,

For Kria Healthcare Private Limited


Dr. Balaji Utla

Director & Authorized Signatory



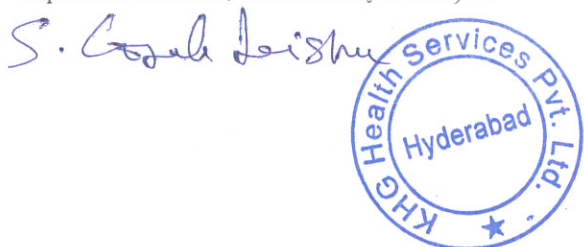
Kria Healthcare Private Limited

Plot No. 33A, Phase-III, Road No. 76, Jubilee Hills, Hyderabad - 500 033, Telangana

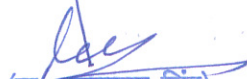
Phone: +91 40 64529779, E-mail: info@kriahealth.com

www.kriahealth.com, CIN: U85191TG2009PTC065263

Department of Medical, Health & Family Welfare, UP



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(डा० पदमाकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

Board Resolution in favour of Mr. Gopala Krishna Sureddi**KHG Health Services**

CERTIFIED TRUE COPY OF THE EXTRACTS OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON THE 23rd DAY OF NOVEMBER 2018 AT 11.00 AM AT THE REGISTERED OFFICE SITUATED AT PLOT NO 33 A, ROAD NO. 76, FILM NAGAR, JUBILEE HILLS, HYDERABAD 500033.

"RESOLVED THAT Mr. Gopala Krishna Sureddi, Director be and is hereby authorized to execute the Service Agreement, Concession Agreement and all other Agreements and sign all documents as may be required, with regard to the Letter of Award No. 150/SPMU/NMMU/2018-19/2291 dated 20-08-2018 issued by the Mission Director, National Health Mission, Uttar Pradesh, for the implementation of National Mobile Medical Unit (NMMU) project in Uttar Pradesh.

// Certified True Copy//

For KHG HEALTH SERVICES PRIVATE LIMITED

S. Gopala Krishna
Gopala Krishna Sureddi
Director

Balaji Utla
Balaji Utla
Director

DATE: 23.11.2018
PLACE : HYDERABAD

KHG Health Services Private Limited

8-2-293/82/JIII/33 A, Road No. 76, Jubilee Hills, HYDERABAD, Telangana 500033

CIN: U85300TG2018PTC127231

Department of Medical, Health & Family Welfare, UP

S. Gopala Krishna

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(Signature)
(डॉ० प्रह्लादकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

Department of Medical, Health & Family Welfare, UP

S. Gopal Mishra



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(डा० प्रदीपकर सिंह)
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चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

Share certificate – SSG UK

FORM No. SH 1
(Pursuant to sub-section (3) of section 46 of the Companies Act, 2013 and rule 5(2) of the Companies (Share Capital and Debenture) Rules 2014)

SHARE CERTIFICATE

M/S. KHG HEALTH SERVICES PRIVATE LIMITED

U85300TG2018PTC127231
(Incorporated under the Companies Act, 2013)

Registered Office: **8-2-293/82/III/33/A, Road No. 76, Jubilee Hills, Hyderabad, Telangana -500033**

THIS IS TO CERTIFY that the person(s) named in this Certificate is/are the Registered Holder(s) of the within-mentioned share(s) bearing the distinctive number(s) herein specified in the above named Company subject to the Memorandum and Articles of Association of the Company and the amount endorsed herein has been paid up on each such share.

10% COMPULSORILY CONVERTIBLE PREFERENCE SHARES EACH OF RUPEES TEN

AMOUNT PAID UP PER SHARE RUPEES 10/- (TEN)

Regd. Folio No. **P1** Certificate No. **001**

Name(s) of the Holder(s): **M/S. SSG UK AMBULANCE ACADEMY LIMITED**

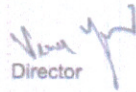
No. of Share(s) held: **FOUR THOUSAND ONLY** **4000**
(in words) (in figures)

Distinctive No.(s): From **001** To **4000** (Both inclusive)

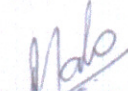
Give under the Common Seal of the Company this **24th** day of **October** 20 **18**



Director



2. Director



Secretary/Authorised Signatory

Note: No Transfer of any of the shares comprised in the Certificate will be registered unless accompanied by this Certificate.

Department of Medical, Health & Family Welfare, UP

S. G. Gahlot



(डा० पद्माकर सिंह)
महानिदेशक,
चिकित्सा एवं स्वास्थ्य सेवाएँ,
उत्तर प्रदेश।

S. Gopal Mishra



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उत्तर प्रदेश।