

Revised Request for Proposal
for
Engagement of Transaction Advisor for Consultancy for
Commission and Operation of Radiological Diagnostic
Services (Ultrasound, CT and MRI) Under Public
Private Partnership (PPP) Mode

Limited Tender : Open only for Transaction Advisors empanelled with
Department of Economic Affairs, Ministry of Finance, Government of India

Directorate General of Health Services

Department of Health and Family Welfare

Government of NCT of Delhi

1st floor, F-17, Karkardooma New Delhi.

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1. NOTICE INVITING TENDER

Director General of Health Services, Government of National Capital Territory of Delhi invites bids from the Transaction Advisors, empanelled with the Department of Economic Affairs, Government of India, who fulfil the eligibility criteria as per the RFP document, for conducting studies related to project feasibility leading to for selection of capable Concessionaire(s) who will commission diagnostic services with radiological equipments such as CT/MRI/USG machines in Delhi Government hospitals and operate through **PPP mode**. Key information about bidding is given hereunder:

Sno.	Activity	Details
1	RFP No.	2025_DHS_273681_1
2.	Name of Work and Location	Feasibility studies etc related to commission diagnostic services with radiological equipments such as CT/MRI/USG machines in Delhi Government hospitals and operate through PPP mode and selection of concessionaire(s)
3.	Availability of RFP document	Available at https://govtprocurement.delhi.gov.in from where it can be downloaded free of cost
3.	Period of Completion	7 months (plus 12 months hand holding period for PPP project roll out)
4.	Mode of Bid submission	e-tender at procurement portal https://govtprocurement.delhi.gov.in
5.	Bid Due Date and Time	30/07/2025 Till 02:30 PM
6.	Date/Time of Opening of Technical Bid	30/07/2025 at 03:30 PM
7.	Date/Time of Opening of Financial Bid	To be informed later

Registration at E-procurement Portal- Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC /IDRBT /Mtnl Trustline / SafeScrip /TCS.

- (i) The above date sheet may change. It is advised to refer to the e-portal <https://govtprocurement.delhi.gov.in> and Department's website <https://dghs.delhi.gov.in/> regularly for the updates.
- (ii) The intending Bidders must read the RFP document carefully and submit bid only if it considers itself fulfilling the eligibility criteria and possessing enough skills and resources to deliver the work in time as per scope of work detailed in RFP document.

(Name Dr Rati Makkar)

Designation- Director, DGHS

2. Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as 'RFP') document is published for the interested bidders, by the Department of Health and Family Welfare, Government of National Capital Territory of Delhi.

The purpose of this document is to provide the interested bidders with required information to assist in formulation of their proposals. Due caution and care have been taken in preparation of this document, but do not guarantee the accuracy, reasonableness or completeness of, for any errors, omissions or misstatement, negligent or otherwise, relating to the information furnished in this document. The information provided in the RFP document is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise or for any interpretation or opinion on law expressed herein. This document is not intended to be utilised or relied upon by any person or organisation other than the interested bidders or the Department.

The Department, may, in its absolute discretion, but without being under any obligation and without assigning any reasons whatsoever, update, amend or supplement the information in this RFP document.

The issue of this RFP document does not imply that the Department of Health and Family Welfare is bound to select a bidder. Further, the Department reserves the right to reject all or any of the bidders, or bids without assigning any reasons whatsoever.

3. Data/Fact Sheet

Summary of key data in respect of bid invitation is given below.

Sno.	Title	Details
1.	Authority	Director General of Health Services, Govt. of NCT of Delhi
2.	Contact Details for Correspondence	Name/Designation- Director, DGHS Mailing Address- F-17, 1 st Floor, Karkardooma, Delhi-32 e-mail- dirdhs@nic.in Phone No.- 011-22309220
3.	Method of Selection	Two step process will be followed. First benchmark is about qualifying technical criteria and second benchmark is about the lowest of the financial quotes.
4.	Date of Issue of Revised RFP Document	28/06/2025
5.	Cost of RFP Document, Bidding Fee	Nil
6.	Earnest Money Deposit	Rs 4 (Four) Lacs in favour of Director, DGHS
7.	Last date/time of submission of Pre-bid queries	09/07/2025 Till 2 PM

8.	Pre-Bid Conference	10/07/2025 at 02:00 PM
9.	Publication of Pre-Bid Query Responses and Corrigendum/Addendum as required	21/07/2025
10.	Last Date/Time for Submission of Bids (Bid Due Date)	30/07/2025 till 03:00 PM
11.	Date/Time of opening of Technical Bids	30/07/2025 at 03:30 PM
12.	Date/Time of opening of Financial Bid	To be informed later
13.	e-procurement link	https://govtprocurement.delhi.gov.in

In the event of change in date/time, the same will be posted on the portal. It is advised that for latest updates, the portal may be regularly visited in this regard.

4. Context of the Bid

The Health and Family Welfare Department, Government of NCT of Delhi, is committed to expand and enhance diagnostic services across its health facilities. For achieving this objective, the Department plans to set up radiological diagnostic services with CT/MRI/USG equipments in select government hospitals for providing quality services onsite at affordable user charges through Public Private Partnership (PPP) mode. To facilitate this initiative, the Department intends to **engage a Transaction Advisor (TA)** with expertise in PPP structuring, financial analysis, feasibility studies, bid process management and execution of PPP project to assist in selecting credible private partners for operating and maintaining these services.

In pursuance of the above objectives, Directorate General of Health Services, Government of National Capital Territory of Delhi (hereinafter referred to as 'Authority') has decided to hire services of a Transaction Advisor ('TA') with requisite expertise to undertake detailed studies on various aspects of the project converging to feasibility analyses and further undertake next step of selection of credible private enterprise(s)/concessionaire(s) for providing health care services.

The Authority, therefore, invites proposals from the Transaction Advisors empanelled with the Department of Economic Affairs, Ministry of Finance, Government of India, through this RFP, for undertaking the work set out in the 'Scope of Work' meant for selection of Concessionaire(s) will commission diagnostic services with radiological equipments such as CT/MRI/USG machines in Delhi Government hospitals and operate through **PPP mode in** following hospitals:

Delhi Govt. Hospitals:-

Sl.No.	Name of the Hospital
1	Acharya Shree Bhikshu Hospital
2	Ambedkar Nagar Hospital
3	ArunaAsaf Ali Hospital
4	Attar Sain Jain Hospital
5	BabuJagjeevan Ram Memorial Hospital Jahgirpuri
6	BhagwanMahavir Hospital
7	Burari Hospital

8	DeendayalUpadhyay Hospital
9	Deep Chand Bandhu Hospital
10	Dr Baba SahebAmbedkar Hospital
11	Dr. Hedgewar Hospital
12	Dr. N.C. Joshi Memorial Hospital
13	Guru Gobind Singh Govt Hospital
14	Guru TegBahadur Hospital
15	Indira Gandhi Hospital
16	Jag Pravesh Chand Hospital
17	Maharishi Balimiki Hospital
17	LalBahadurShastri Hospital
18	Sushrut Trauma Centre (under LNH)
20	Pt. Madan Mohan Malaviya Hospital
21	Rao Tula Ram Hospital
22	Satyawadi Raja Harish Chandra Hospital
23	Sanjay Gandhi Memorial Hospital Mangolpuri
24	Shri Dada Dev MatriAvumShishuChikitsalaya

List of autonomous /society hospitals under Delhi Govt.-

Sl.No.	Hospital Name
1	Chacha Nehru BalChikitsalaya
2	Delhi State Cancer Institute
3	Institute of Human Behaviour& Allied Science
4	Rajiv Gandhi Super Speciality Hospital
5	MAIDS

In addition to the above list, the Department may add a few more hospitals, maximum five in number, in the scope of work for the Transaction Advisor.

5. Conditions under which this RFP is issued

This RFP is not an offer and is issued with no commitment. The Authority reserves the right to withdraw the RFP and change or vary any part thereof at any stage. The Authority also reserves the right to disqualify any bidder should it be so necessary at any stage during the bidding process. The Authority makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. The Authority reserves the right to issue supplementary terms and conditions of Tender/Contract at any time prior to the closing date of this RFP. The Authority also reserves the right to introduce additional terms and conditions in contract at any time prior to the execution of the agreement provided both parties mutually discuss and agree in the interest of the smooth implementation of contract.

6. Scope of Work

6.1. Work Details

Initiation: Inception Report

The consultant shall prepare and submit Inception Report which will serve as core document for all activities related to scope of services. The consultant shall prepare and submit integrated plan that covers detailed tasks and activities which are intended to be performed. The consultant shall also prepare an integrated resource deployment plan for the entire period of consultancy with phase/activity wise distribution.

Phase 1: Preparation of Technical and Transaction Structuring Report

Activity 1: Site Suitability Assessment

- Site visits to the selected hospitals and undertaking assessment in terms of approach, location and connectivity.
- Review existing documentation, maps, drawings, surveys, permits, statutory approvals.
- Pre-feasibility study about setting up the machines and suitable configuration thereof.

Activity 2: Demand Assessment

- Catchment area analysis to evaluate the population served, demand for radiological diagnostics.
- Assess volume and variety of services being offered by Diagnostics Services in vicinity.
- Identify the service gaps that PPP could help address.
- Define a suitable product/service mix for the hospital (s).
- Assess existing diagnostics services available and utilisation in the Hospitals.

Activity 3: Financial Analysis

- Capex and Opex estimates
- Revenue Estimates, Cash Flow Analysis
- Scenario and sensitivity analysis of different business models
- Project IRR, Equity IRR, Project NPV (Viability Gap Funding) and other financing parameters
- Requirement of VGF support if needed
- Assessment of technical and financial viability of the project

Activity 4: PPP Option Analysis

- Identify the roles and responsibilities of both parties
- Identify various options of PPP model and their suitability
- Commercial arrangements of Profit sharing, cost sharing etc.
- Patient Mix (Free Patients, Paid patients etc.)
- Identify potential risks in the PPP model, including operational, financial, and reputational risks.
- Develop a risk mitigation strategy for all identified risks.

Phase 2: Procurement and Bid Process Management

Activity 1: Preparation of Bid Documents

- Define project scope, eligibility criteria, and technical requirements.
- Outline roles and responsibilities of stakeholders, client, concessionaire
- Define Bid Evaluation Criteria, Technical and Financial Strength
- Preparation of RFQ/RFP/Bid Document including Concession Agreement
- Define minimum service delivery standards, KPI, SLA.

Activity 2: VGF approvals from Government of India, if applicable

- Drafting the VGF proposal, VGF memo to Government of India.
- Coordinate with DEA and make presentations

- Addressing queries from DEA and finalizing the Bid Documents.

Activity 3: Bidder Outreach

- Identify prospective bidders and their strength
- Presentation before potential bidders, solicitation for wider participation
- Issuance of Bid Document (RFQ/RFP)
- Organize Pre-Bid meet, Responding to Queries, Doubt Clarifications, Correspondence and information sharing mechanism
- Modification of Bid Document (if needed), Notification
- Bid Management

Activity 4: Bid Evaluation

- Evaluation of RFQ/RFP as per defined criteria and submission of evaluation report with recommendations.
- Preparation of list of successful Bidder(s)

Phase 3: Legal On-boarding of successful Bidder/ Concessionaire

- Assist in issuance of Letter of Award
- Assist in verification of Performance Guarantee and other document of concessionaire etc.
- Submission of draft concessionaire agreement
- Assist and Organise signing of Concession agreement

Phase 4: Hand Holding for One Year

- Review, monitoring of Project Rollout
- Resolution of Difficulties
- Key performance monitoring mechanism for work project duration and impart training to staff.

6.2. Key Personnel

The bidder will be required to deploy personnel during the period of consultancy with appropriate qualification, expertise and experience with role as indicated hereunder:

SN	Expert	Minimum Qualification, Experience and Role envisaged
1	Team leader	MBA or Equivalent Minimum 15 years experience of working Tentative Role: Lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner, Preparation of RFP document.
2	PPP Expert	Engineering Graduate or MBA or MBA Equivalent Minimum 12 years working experience, out of which 2 years experience on PPP projects in Health sector in planning and execution. Tentative Role: Feasibility report, project structuring, commercial arrangement etc.
3	Finance Expert	Post Graduate in subjects related to Finance or MBA (Finance) Or Equivalent or C.A Minimum 10 years of working experience Tentative Role: Support in feasibility, financial analysis, financial modeling, cash flow.

SN	Expert	Minimum Qualification, Experience and Role envisaged
4	Bid Process Management Expert	Engineering graduate with MBA or Equivalent Minimum 10 years working experience in bid processing and procurement Role: Bid process management, evaluation of proposals
5	Biomedical Engineer	Degree or Diploma in Biomedical Engineering Minimum 5 years experience of procurement, operation and maintenance of CT/MRI/USG machines. Role: Technical specifications of machines, installation and commission
6	Legal Expert	Law Graduate Minimum 10 years experience of Contract/agreement documentation. He should have handled at least One PPP project in drafting Concessionaire agreement.
7	Healthcare Expert	NMC recognized Degree/ Diploma in Hospital or Healthcare Administration.

In addition, the Bidder is at liberty to include any other categories of personnel in its discretion, which it feels will add to the team performance, subject to approval of the Authority. Continuity in deployment of key personnel is essential for timely deliveries. In unavoidable circumstances only, replacement of key personnel will be allowed upon approval of the Authority.

6.3. Deliverables and Milestones

The TA shall undertake/ deliver the following deliverables. Each deliverable shall include an executive summary, analysis, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. Three hard copy and one softcopy of all the deliverables mentioned herein below shall be submitted first as draft to the Authority for approval. Upon approval, three hard copies and one soft copy shall be submitted for record and reference. In case TA fails to perform as per timeline mentioned below as per the table, penalty will be imposed subject to condonation of delay.

The timelines for each of activities and deliverables shall be as follows:

S.No.	Phase/Activity	Milestone: Deliverables	Time line for submission of Deliverables (Counted from Date of Signing of Agreement -T0)
1.	Initiation	Milestone 1 Inception Report	T1=T0+2 weeks
2.	Phase 1: Activity 1	Milestone 2 Site Suitability Assessment	T2=T1+4 weeks
3.	Phase 1 Activity 2,3	Milestone 3 Demand Assessment,	T3=T2+4 weeks

		Financial Analysis	
4.	Phase 1: Activity 4	Milestone 4 PPT Option Analysis	$T4=T3+2$ weeks
5.	Phase 2: Activity 1,2	Milestone 5 Preparation of Bid Document, VGF Approval	$T5=T4+4$ weeks
6.	Phase 2: Activity 3,4	Milestone 6 Conduct of Bidder Outreach, Bid Evaluation	$T6=T5+12$ weeks
7.	Phase 3	Milestone 7 Legal On-boarding of Concessionaire	$T7=T6+2$ weeks
8.	Phase 4	Milestone 8 Hand Holding for six months during initial stage of project rollout	$T8=T7+$ One year

The above is indicative time line which, in exceptional circumstances to be determined by the Authority, may be revised under sole discretion of the Authority. The TA cannot seek any extension of timeline as matter of right.

6.4. Period of Engagement

The TA will get 30 weeks time, as per the time line given above, to complete the work upto engagement of the Concessionaire. Thereafter, it will help the Authority in review and monitoring of the project roll out for one year to be executed by the Concessionaire.

6.5. Reporting and Approval

- 6.5.1. The Authority is the final decision making body in all matters of key decisions and deliverables.
- 6.5.2. The TA shall submit each of the deliverables for approval to the Authority within the specified timelines.
- 6.5.3. Time taken by the Authority in giving approval or in seeking changes will not be counted towards time limit given in table above for completion of the deliverables. In case, time taken in submission of deliverables by the TA overshoots the time limit given for completion as per the above table, additional time taken will be treated as delay on part of the TA.
- 6.5.4. An account of delay on part of the TA will be maintained for each of deliverables.
- 6.5.5. Time taken by the Authority in communicating approval shall be discounted from the completion time.
- 6.5.6. Any delay on part of the TA in submission of any of deliverables shall be counted as default on its part unless there are reasonable grounds of delay for reasons not under the control of the TA, provided the reasons are accepted by the Authority.
- 6.5.7. In the interest of the timely completion of the activities as per deliverables, it is made mandatory that the Authority and Transaction Advisor shall make comprehensive plan

and mechanism for regular meeting and exchange of views so that any issues which may cause delay are sorted out in time without unnecessary indulgence into correspondences etc.

6.6. Schedule of Payments

The payment schedule as per agreed financial proposal will be milestone linked. A milestone will be treated as accomplished after the deliverable related to that milestone is accepted/ approved by the Authority, whereupon the TA can raise the corresponding invoice. The payment shall be made within 45 days of submission of the corrected invoice. The schedule of payment shall be as under:

S.No.	Milestone	Percentage of Accepted Financial Quotation
1.	Milestone 1	5 %
2.	Milestone 2	10 %
3.	Milestone 3	10 %
4.	Milestone 4	10 %
5.	Milestone 5	10%
6.	Milestone 6	25 %
7.	Milestone 7	14 %
8.	Milestone 8	16 % (4 % at the end of every quarter)

7. Instructions to Bidders

7.1. Procurement of RFP

The RFP document and other relevant information can be accessed and downloaded free of cost from the website of the Authority at <https://govtprocurement.delhi.gov.in/>

7.2. Pre-Bid Queries:

Bidders requiring any clarification on the RFP document or any other relevant information, may send their queries in writing to the Authority on its e mail address dirdhs@nic.in on and before the date and time mentioned in Data Sheet of this RFP document. The pre-bid queries must be sent in the format designed for this purpose, in pdf as well as editable format. Any means of communication, other than that specified will not be entertained, and the Authority will not be liable in any manner to respond to any such queries.

7.3. Pre-Bid Meeting:

A Pre-Bid meeting or if needed subsequent Pre-Bid meetings will be organised by the Authority on the date and time as specified in Data Sheet. The Authority shall formally respond to the Pre-Bid queries after Pre-Bid meeting. No further clarifications shall be entertained after the due date and time of submission of queries.

7.4. Response to Pre-Bid Queries

The Authority will provide response to queries at least seven days before the BDD. The Authority reserves the right not to respond or provide any clarifications, in its sole discretion

7.5. Supplementary Information/ Corrigendum/ Amendment to the RFP

Any modifications in the RFP, which may become necessary as a result of Pre-Bid meeting or otherwise shall be made by the Authority exclusively through a Corrigendum/Addendum. All such information shall be published on the website of the Authority.

7.6. Bid Submission Pre-Requisite

7.6.1. Tender Fee

There is no tender fee submission of Bid.

7.6.2. Earnest Money Deposit/Bid Security Fee

- 7.6.2.1. The bidders shall deposit Earnest Money of Rs 04 (Four) Lacs in form of Account Payee Demand Draft/FDR or a Bank Guarantee issued by any of the Commercial banks in India in favour of the Director, DGHS as per the model format given in this RFP.
- 7.6.2.2. EMD will be submitted physically in sealed envelope accompanied with tender ID number to the Authority on or before due date of bid submission at O/o DGHS 1st floor, F-17, Karkardooma, Delhi and its scan copy shall be submitted online at the time of bid submission.
- 7.6.2.3. The EMD shall remain valid for 45 days beyond the bid validity period.
- 7.6.2.4. The EMD of all unsuccessful bidders would be returned/refunded without interest within 30 days after award of contract.
- 7.6.2.5. The EMD of the successful bidder will be returned/ refunded without interest within 30 days after submission of Performance Guarantee and signing of the agreement.

7.6.3. Forfeiture of EMD

The Authority may forfeit the EMD in following circumstances:

- 7.6.3.1. If the bidder withdraws bid during period of bid validity.
- 7.6.3.2. If the bidder amends bid after bid submission.
- 7.6.3.3. If the bidder does not respond to requests for clarification of its proposal.
- 7.6.3.4. If the bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- 7.6.3.5. If the successful bidder fails to submit Performance Bank Guarantee as per this RFP document within stipulated time.
- 7.6.3.6. If the successful bidder fails to sign agreement within stipulated time.
- 7.6.3.7. If the Bidder indulges in corrupt, fraudulent, coercive, undesirable or restrictive practices.

7.7. Technical Bid Submission

7.7.1. The Bidders shall submit Technical Bid online only at the website mentioned in the Data Sheet

7.7.2. All the original documents to be uploaded as part of technical bid, including the

Technical Bid Cover Letter, shall be colour scanned so that all signature, stampings, seals, etc., if any, shall be visible and legible clearly

- 7.7.3.** The Authority may request the bidders in writing, to submit any additional information or clarification and supporting documents as required to complete technical evaluation of the bidders as per rule.

7.7.4. List of Documents to be uploaded in Technical Bid (PDF format)

- 7.7.4.1.** Bid Form-1: Technical Bid Cover Letter
- 7.7.4.2.** Copy of Certificate of Incorporation or Memorandum and Articles of Association / Copy of the LLP Deed or as applicable
- 7.7.4.3.** Letter of Empanelment from Department of Economic Affairs (DEA), Ministry of Finance, Government of India, as per the latest notification of the DEA.
- 7.7.4.4.** Certificate from CA about turnover related to consultancy services during last three year ending 2024-25.
- 7.7.4.5.** Scan and physical Copy of EMD.
- 7.7.4.6.** Bid Form-2: Bidder's Experience Details and Work Orders/Work Completion Certificates, as mentioned in this RFP --- to be merged as a single PDF and uploaded in the portal.
- 7.7.4.7.** Bid Form-3: CVs of the Key Personnel Proposed --- to be merged as a single PDF and uploaded in the portal
- 7.7.4.8.** Bid Form-4: Work Plan and Methodology, PDF to be uploaded in the portal.
- 7.7.4.9.** Scanned Copy of **Power of Attorney for signing of Bid.**

7.8. Financial Bid Submission

- 7.8.1.** The bidder shall compute the cost of executing the work as per the 'Scope of Work', timelines and other conditions specified in this RFP document and arrive at the Financial Bid accordingly for hospitals mentioned in the list.
- 7.8.2.** In case, any other hospitals, upto maximum five in number, are added to the list of hospitals, the payment shall be made for each of additional hospital at the rate of 5% of the accepted and agreed financial quotation. Disbursement of payment will also be milestone linked as per the clause 6.6.
- 7.8.3.** The Bidder should quote in the e-procurement portal, the Final Project Cost, which includes all costs involved in execution of the scope of work of this RFP, including all out-of-pocket expenses, miscellaneous expenses and applicable taxes etc.
- 7.8.4.** As part of the financial bid, a duly filled and signed **Bid Form-5: Financial Bid Form** should be uploaded in the e- procurement portal duly signed with name and designation along with seal of the bidder.
- 7.8.5.** The Financial Bid shall be submitted in the currency of Indian Rupees.
- 7.8.6.** The price quoted shall remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed.
- 7.8.7.** The bidder shall bear all the costs associated with the preparation and submission of its bid, and the Authority will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

7.9. Bid Validity

- 7.9.1.** The validity of the bid submitted by the Bidder shall be for a minimum of 180 days from the Bid Due Date.
- 7.9.2.** The Authority reserves the right to extend the validity of offer depending upon the requirements from time to time.
- 7.9.3.** The EMD validity shall also be suitably extended.
- 7.9.4.** The Successful Bidder shall extend the Proposal Validity Period according to the requested extension till the date of execution of the Contract.

7.10. Non Disclosure Agreement:

The bidders while bidding will be required to submit a Non-Disclosure Agreement as per the model format given in RFP document.

7.11. Language

The proposal with accompanying documents and all communications in relation to the bid process shall be in English language and as per the formats provided in the RFP document

7.12. Format and Signing of Bid

- 7.12.1.** Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of covering letter and other bid formats shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 7.12.2.** The Bidder shall provide all the information sought under this RFP. The Authority shall evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 7.12.3.** The uploaded Bid documents shall be signed by the authorized representative in each page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the authorized representative. No alterations, additions, cuttings shall be allowed on Financial bid format. In case of printed and published documents, only the cover shall be initialed.

7.13. Last Date for Bid Submission

- 7.13.1.** The last dates and time for submission of the Technical and Financial Bids are specified in the Data Sheet.
- 7.13.2.** The Authority may, in its sole discretion, extend the Last Dates of Bid Submission by issuing a Corrigendum. In such event, all rights and obligations of the Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Last Date for Bid Submission, as extended

7.14. Late Bid

- 7.14.1.** Authority shall not be responsible for non-receipt/non submission of any bids owing to any technical issue etc. The bidders are requested to make online submission well in advance, to avoid any such situation
- 7.14.2.** No physical or digital document including bid documents, shall be submitted by the Bidder directly to the Authority, unless the same is specifically sought in writing by the Authority during bid evaluation process.

7.15. Evaluation of Technical Bids

7.15.1. Opening of the Technical Bids

7.15.2. The Technical Bids received online in response to this RFP, shall be opened at the time and date specified in the Data Sheet.

7.15.3. The bids for which the Financial Bid is not submitted online shall be considered as non-responsive and shall not be opened.

7.15.4. The Technical Bids shall be evaluated in accordance with the criteria mentioned below:

SN	Qualification Criteria	Indicative Documentary Evidence	Maximum Marks
1.	a.The Bidder should have, over the past 05 years preceding the bid due date(BDD),completed at least 2 (two) assignments (Government/PSU/local bodies) with respect to consultancy services for PPP projects, and b. The Bidder should have, over the past ten years before the BDD, completed at least Two PPP projects in health sector.	<ul style="list-style-type: none">• BidderForm-2:ExperienceDetails• Work order/LOA/LOI/Contracts• Completion certificate/client letter/copy of duly signed concession agreement/MoU/Letter of Intent issued by Government to bidder or any other document signed by Statutory Auditor or CA of proving successful completion of project• Certificate issued by CA for payment receipt in respect of Eligible Assignments	PPP Project 2 projects...5marks More than 2 projects..10 marks Health Project..10 marks Total 20 marks Minimum to be scored 15 Marks
2	The average annual turn-over from consultancy work over last three financial years should be more than Rs. 1 Crore.	Certificate issued by the CA pertaining to2022-23, 2023-24 and 2024-25	Rs.1-3 Cr...5 marks Rs.3-5 Cr....10 marks >Rs.5 Cr.....15 marks
3	The deployment of the key personnel for the consultancy services	BidForm-3: CVs of the key personnel	35 marks
4	Mandatory documents	<ul style="list-style-type: none">• Declaration in Bid Form 1 that the firm is not blacklisted by any of the Government agencies/Department/PSUs in India which subsists as on the date of proposal submission date• Power of Attorney in favour of authorized signatory, with name and designation, who will submit, sign proposal on behalf of the Bidder entity as per the format and respond to clarifications if needed.• egal document about inception of the firm such as registration by ROC etc.• Basic Introductory Information: Year Of Establishment	10 marks

		Head Office Address Email Address Number of employees	
5	Work Plan and Methodology	<ul style="list-style-type: none"> • BidForm-4 • This shall cover all relevant points, not limited to following: <ol style="list-style-type: none"> 1. Organisation Profile 2. Experience in similar profile 3. Understanding of the Project 4. Approach and methodology 5. Project Execution Plan 6. Resource Deployment Plan 7. Profile of Key Personnel 	20 marks

Maximum Total Marks 100

If information or documents mentioned above are found inadequate, the Bidder will be given one opportunity to clarify and accordingly submit it. Any decision on adequacy and admissibility of the document shall be taken by the Authority which shall be binding on the Bidders.

7.16. Evaluation of Financial Bid

- 7.16.1.** Bidder should score minimum 80 marks, out of maximum total of 100, in order to be technically qualified for opening of financial bid
- 7.16.2. Financial Bid** will be evaluated on the basis of total value of financial offer in INR.
- 7.16.3. Finalization of the successful bidder** will be done on the basis of the lowest of the financial offers. In case, there is a tie up in the financial bid, the one who scores higher in technical bid evaluation shall get selected.

7.17. Cancellation of The Bids

- 7.17.1.** The Authority reserves the right to cancel entire tender process, at any stage of the process, without thereby incurring any liability or obligations to the bidders. Such cancellation shall be communicated to the participating bidders through email.
- 7.17.2.** Upon cancellation of the Bid Process, the Authority may decide, in its sole discretion and without incurring any obligation or liability, to go for another call of the same tender with/without modifications in the RFP concerned, as deemed fit.
- 7.17.3.** The Tender Inviting Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - 7.17.3.1.** Suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating the
 - 7.17.3.2.** Consult with any Bidder in order to receive clarification or further information
 - 7.17.3.3.** Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder
 - 7.17.3.4.** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder
- 7.17.4.** The Authority may also reserve the right to cancel a bid when:
 - 7.17.4.1.** the Successful Bidder fails to submit the Performance Guarantee and complete the Contracting formalities as specified in the Letter of Award (LoA)

- 7.17.4.2.** the bidding process has been unsuccessful, namely where no technically qualified bid has been received or there has been no response at all
- 7.17.4.3.** the economic or technical parameters of the bid have been fundamentally altered
- 7.17.4.4.** exceptional circumstances or “force majeure” would render normal performance of the scope of work impossible
- 7.17.4.5.** there have been irregularities in the procedure, in particular, where unfair and fraudulent means prevented fair competition

8. On Boarding Formalities

- 8.1.** Upon completion of the bidding process, the Authority shall finalize the Successful Bidder and accordingly shall issue a Letter of Award (LoA) to the Successful Bidder.
- 8.2.** The Letter of Award (LoA) shall mention the resultant lowest quote and also certain key terms and conditions.
- 8.3.** The issuance of LOA shall not constitute the formation of the contract until the award of the tender is formalized through a signed contract executed by both parties
- 8.4.** The Successful Bidder shall, within 7 days of receipt of the LOA, acknowledge the same and convey their acceptance to undertake the project on the terms & conditions specified in the LoA.
- 8.5.** The Successful Bidder shall furnish Performance Guarantee to the Authority as specified in the LoA. In case of failure of the Successful Bidder in furnishing the Performance Guarantee within the time specified in the LoA, a penal action shall be initiated which may result in forfeiture of the EMD and Blacklisting of the Successful Bidder, among others.
- 8.6.** The Performance Guarantee shall remain in full force and effect during the entire Contract period and also for an additional period of 60 days thereafter. On the performance and completion of the contract in all aspects of agreement, the Performance Guarantee will be returned to the Successful Bidder without any interest.
- 8.7.** The Authority shall enter into a contract with the Successful Bidder with such terms and conditions as specified in the RFP and LoA and any additional terms that maybe considered necessary by the Contracting Authority at the time of finalization of the Contract.
- 8.8.** The Contract signing formalities shall be completed within two weeks from the date of submission of the Performance Guarantee by the Successful Bidder.
- 8.9.** In case of failure of the Successful Bidder in completing the contracting formalities within the time stipulated, a penal action shall be initiated which may result in forfeiture of the EMD and Blacklisting of the Successful Bidder, among others.
- 8.10.** Any and all incidental expenses such as Stamp Duty etc., for execution of the Contract shall be borne by the Successful Bidder.
- 8.11.** The conditions stipulated in the Contract shall be strictly adhered to by the Successful Bidder and any violation thereof by the Successful Bidder may result in termination of the Contract.
- 8.12.** If the contract is terminated for reasons other than those, which can be attributable to the Successful Bidder, the Performance Guarantee shall, subject to adjustments arising out of the Authority's right to receive amounts, if any, due from the Successful Bidder under this contract, be duly discharged and released to the Successful Bidder

9. General Terms and Conditions

9.1. Interpretation of Clauses

In case of any ambiguity in the interpretation of any of the clauses in the RFP, the interpretation of the clauses by the Authority shall be final and binding on the bidder. The decision taken by the Authority in the process of bid evaluation shall be full and final.

9.2. Cost of Preparing Bid

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tender Inviting Authority shall in no case be responsible for or liable to these costs, regardless of conduct or outcome of bidding process.

9.3. Conflict of Interest

The Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to withhold and in cash the EMD towards penalty. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) a Bidder is also a constituent of another Bidder and/or

- b) such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder and/or

- c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; and/or

- d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder and/or

- e) such Bidder, has participated as a Transaction Advisor to the Authority in the preparation of any documents, design or Technical Specifications of the Project

- f) if a Bidder is a relative of any of the Members of the Committees constituted for the purpose of evaluation of the Bids received in response to this RFP

9.4. Resolution of Disputes and Arbitration

The Authority and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between the Department and successful bidder or in connection with the contract that they have entered into. Disagreements persisting beyond such attempts shall be dealt with under the provisions of the Arbitration and Conciliation Act. The Arbitration proceedings shall be held at Delhi.

9.5. Jurisdiction

All disputes arising out of this RFP shall be subject to the jurisdiction of the Courts at Delhi.

9.6. Indemnity

9.6.1. The successful bidder shall indemnify, defend and hold harmless the Authority and their end users, and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, arising from or relating to third party claims, demands or actions (collectively, "Claims") arising from or relating to:

9.6.1.1. any breach by the successful bidder or its agents, employees or subcontractors of any of the warranties if any, pertaining to the use and disclosure of the Data, preparation and

preservation of data, use of Software and use of Documentation that are passed through to End Users;

9.6.1.2. any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from

1) the use and disclosure of the Data, Software, Documentation or any other Deliverables furnished by the successful bidder or

2) any act or omission or violation of confidentiality or breach of trust or infringement by the successful bidder or its agents, assigns, representatives, employees or subcontractors; and

9.6.1.3. any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights or Data Protection laws, of any third party by successful bidder or its agents, employees or subcontractors or any Software, Documentation or other Deliverables furnished by Successful Bidder to the Authority.

9.6.1.4. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether in present or in future.

9.7. Use of Documents, Information and Data

9.8. The bidder shall not, without prior written consent of the Contracting Authority, make use of or share to a third party, any document or data or information made available for the project, except for purposes of performing the Contract entered into.

9.9. Bidder's performance Failures and Penalty

Quality and Timeline related lapses on part of the Bidder, with regard to the Deliverables of the Contract entered into with the Authority, shall render the bidder liable to imposition of appropriate liquidated damages, unless an opportunity such as an extension of time is allowed by the Authority in writing.

9.10. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Tender Inviting Authority shall treat all information, submitted as part of the Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. The Tender Inviting Authority shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.

9.11. Fraudulent and Corrupt Practices

9.11.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process.

9.11.2. Not with standing anything to the contrary contained herein, the Authority may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged incorrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

9.11.3. Without prejudice to the rights of the Authority, if a Bidder is found to be indulging in any such practices as mentioned above, such Bidder may be blacklisted by the Authority and Security shall be forfeited.

9.12. Failure to Submit Documents/Undertakings

Any and all of the documents and undertakings that the Authority directs the Successful Bidder to produce or submit with respect to the project during the pre-contract phase and after the issuance of LOA, shall be duly submitted by Successful Bidder. In the event of non-submission, the Authority reserves the right to terminate the Letter of Award.

9.13. Understanding the scope of Work and this RFP

The Successful Bidder shall accept full responsibility to understand the Scope of Work and this RFP in their entirety, and in detail, including making any inquiries to the Authority as necessary to gain such understanding. The Successful Bidder shall be solely responsible for any gaps in understanding the Scope of Work, and the Contracting Authority shall have the sole discretion to terminate the Letter of Award if the Successful Bidder is at a material variance with the objects of the Scope of Work of this RFP. Such termination shall bear no fault, cost, or liability whatsoever to the Authority.

9.14. Omissions in the RFP

The Successful Bidder shall bring to the notice of the Tender Inviting Authority about any omissions in the Scope of Work and terms of this RFP and any information that the Successful Bidder believes should be incorporated in the Scope of work and this RFP document. The Authority shall not be held responsible or liable for any financial implications during the contract period on account of any omissions identified by the Successful Bidder at a later stage.

BID FORM 1: TECHNICAL BID COVER LETTER

(This covering letter should be on the Letter Head with a seal of the Bidder)

From

(Name of Company, Address, email & Telephone)

To

The Director General of Health Services

Government of NCT of Delhi

Sub: Technical Bid Cover Letter for RFP No.....dated, for (RFP title), invited by the Directorate General of Health Services, Government of NCT of Delhi -Reg.

1. We, the undersigned [insert name of the Bidder], having read, examined and understood in detail the above RFP document, hereby submit our bid in response to the RFP. We confirm that neither we nor any of our Parent Company / Group Company / Director(s) has submitted another response to this RFP, directly or indirectly.
2. We confirm that we, (insert name of the bidder), are empanelled with Department of Economic Affairs, Ministry of Finance, Government of India vide their notification.....(give details)
3. We hereby declare that we have read and understood the terms and conditions of the said RFP and unconditionally accept the same. We further declare that we are submitting our bid in accordance with the terms and conditions of the said RFP.
4. As per the provisions of the said RFP, we have furnished an Earnest Money Deposit of Rs(give details).
5. We are submitting our bid strictly as per the Bid Instructions of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said formats.
6. We hereby agree and accept that the decision made by the Authority of the aforesaid RFP in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
7. We confirm that we have studied the provisions of the relevant Indian Laws and regulations as required to enable us to submit this bid and to execute the Contract, in the event of our selection as Successful Bidder.
8. We are submitting our bid duly signing the prescribed formats and relevant certificates and documentary evidence as per the provisions of the said RFP and it is confirmed that our bid is consistent with all the requirements of submission stated in the RFP.
9. It is hereby disclosed that there is no existing relationship with any person / person(s) involved in the procurement process that may be perceived as being a real or apparent influence on the bid selection process. It is also declared that we are not a part of the bid submitted by any other bidder/s under this tender.
10. The information submitted in our bid is correct to the best of our knowledge and understanding. We shall be solely responsible for errors or omissions, if any, in our bid. We have neither made any statement nor provided any information in this Bid, which to

the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case any of it is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a bidder's event of default and consequent provisions of the Contract Act shall apply.

11. We confirm that all the terms and conditions of our Bid shall be valid for such minimum period, as specified in the said RFP.
12. We confirm that we have not been blacklisted by any Central or State Government Department / UT Administration/Government Agency / Government Undertaking / Government Corporation in past which subsists valid as on date of submission of the bid.
13. Contact details of our authorized person are as under:
Name:
Designation:
Address:
Mobile No.: Email:

(Name, Designation and Signature of the Authorized Signatory along with the Seal)

BID FORM-2 : Bidder's Experience

(This should be on letter head with a seal of the Bidder)

Consultancy during Last 10 Years (2015-16 to 2024-25)

Details of Clients							
S.No.	Name of Client	Address of Client	Client Contact Details	Title of Project	Duration Period of Project	Value of Project	Business Sector
1							
2							

BID FORM-3: CVs of KEY PERSONNEL PROPOSED

(This should be on Letter Head with seal of the Bidder)

The following resources are proposed to be deployed on the project.

S.No.	Role	Name	Academic Profile and Skill Set	Relevant Experience	Broad Responsibilities in the Project	Nature of Deployment (onsite/offsite)	Business Sector	Remarks
1								
2								

Detailed CVs of each resource with following details should also be attached with this Bid Form.

1. Proposed Position
2. Name of Personnel
3. Age
4. Nationality
5. Educational Qualifications (Indicate college/university and other specialised education, giving name of institution, degree obtained, year of obtainment.)
6. Employment Record (Starting with present position, list in reverse order till first employment)

S.No.	Year from...to.....	Employer	Position

7. List the works undertaken that best illustrate capability to handle the tasks assigned:

Name of Assignment/Job/Project

Position

Year

Location

Employer

Main Project Features

Activities Performed

8. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. I also confirm my availability for the project. I hereby declare that I have not given my consent to any other Transaction Advisor besides.....(name of the Bidder) to use my CV for the purpose of bid submission for this project.

Signature of Staff member

Date-----

Signature of Authorised Signatory

(Full Name of Authorised Signatory with seal)

Date.....Place.....

BID FORM-4: Work PLAN & METHODOLOGY

(This should be on the Letter Head with seal of the Bidder)

1. Organization Details

S.No.	Parameter	Details
1.	Bidder name	
2.	Country of Registration	
3.	Year of Establishment	
4.	Date /Year of empanelment with DEA	(also attach copy of letter for empanelment with DEA)
5.	Legal Address of the Bidder	
6.	Name of Authorised Signatory and Designation	
7.	Contact Details, e-mail etc of authorised signatory	

2. Approach and Methodology Proposed

(Write and presentation on how you want to approach this project and what methodologies are proposed to be adopted as part of project execution)

3. Support required from the Department

BID FORM-5: Financial Bid

(This should be on the Letter Head with seal of the Bidder)

Value being quoted in INR

Sr No	Item	Quotation (in INR)
1	Total Project Cost including all taxes, GST, duties, charges etc as applicable	
3	Amount in words:	

Note: 1. Total Cost shall be inclusive of all costs such as Taxes, professional fee, out of pocket expenses etc.

The Form should be duly signed with name, designation and seal of the Bidder.

Power of Attorney

(To be executed on non-judicial stamp paper of INR 100/- and duly notarized) **Power of Attorney**
Know all men by these presents, we, (name of Firm and address of the registered office)----- do hereby constitute, nominate, appoint and authorize representative / Signatory Mr/Ms..... son/daughter/wife----- and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (here in after referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Transaction Advisor including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing using all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHERE OF WE, THE ABOVE NAME HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF, 2025.....

For.....

(Signature, name, designation and address)

Witnesses:

1.

2

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

I. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (one hundred) and duly notarized by a notary public.

II. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Model Bank Guarantee Format for Performance Security

To

The Director General of Health Services

Department of Health & Family Welfare

Government of NCT of Delhi

In consideration of.acting on behalf of the Department of Health & Family Welfare.....(hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "Transaction Advisor" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no..... datedvalued at (Rupees), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the Project, and the Transaction Advisor having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (Hereinafter referred to as the "Bank") at the request of the Transaction Advisor do hereby undertake to pay to the Authority an amount not exceeding Rs (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Transaction Advisor of any of the terms or conditions contained in the said Agreement.

We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Transaction Advisor of any of the terms or conditions contained in the said Agreement or by reason of the failure of the Transaction Advisor to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....,).

We, (Indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Transaction Advisor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall bear valid discharge of our liability for payment there under and the Transaction Advisor shall have claim against us for making such payment.

We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Transaction Advisor and

accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Transaction Advisor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Transaction Advisor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Transaction Advisor or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Transaction Advisor or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Transaction Advisor.

We, (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs..... only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim *on the Bank in accordance with paragraph 2 hereof, on or before [indicate the date/time]*.

Dated, theday of 2025

For (Name of Bank)

(Signature, name and designation of authorized signatory)

Seal of the Bank:

NOTES: (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee. (ii) The address, telephone no. 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.

Format For Bidder's Queries

RFP No.

RFP Title

Bid Due Date

S.No.	RFP Page No.	Clause No.	Queries	Response to be given by Authority
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Model Bank Guarantee Format for Furnishing EMD

Whereas M/s -----(hereinafter called "Bidder") has submitted their offer dated.....for the supply of(hereinafter called "Bid") against the RFP number-----issued by the Director General Health Services, Government of NCT of Delhi

KNOW ALL MEN by these presents that WE-----of-----having our registered office at -----are bound unto------(hereinafter called the "Authority") in the sum of -----for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors, and assign by these presents. Sealed with common seal of the said bank this----day of.....2025.

The conditions of this obligation are:

1. If the Bidder withdraws or amends, impairs or derogates from the bidding in any respect within the period of validity of this bid
2. If the Bidder having been notified of the acceptance of his bid by the Authority during the period of its validity and the Bidder:
 - a) fails to furnish the Performance Security for the due performance of the Contract;
 - b) fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of Bid validity and any demand in respect thereof should reach the bank no later than the above date.

(Signature of the authorized officer of the bank)

Name and designation of the officer

Seal, name and address of the Bank and branch

Model Non-Disclosure and Confidentiality Agreement

This Non-Disclosure and Confidentiality Agreement (the “**Agreement**”) is entered into _____ (the “Effective Date”) by and between _____ (“Disclosing Party”) located at _____ and _____ (Receiving Party”) located at _____, also collectively referred to as the “**Parties**”.

The Disclosing Party has invited bids through RFP titled as “-----” and the Receiving Party has shown interest to respond to the RFP and participate in bidding process. In the interest of the project related to the said RFP it is necessary for the Disclosing Party to share information with Receiving Party which can be helpful in carrying out the job as per scope of work..

IN CONSIDERATION OF disclosing and receiving confidential information, the Parties agree as follows:

1. **Confidential Information.** The confidential information (“Confidential Information”) includes any information that is only known by the disclosing Party, and not known by the general public at the time it is disclosed, whether tangible or intangible, and through whatever means it is disclosed.

Confidential Information does not include information that:

- 1.1. the Receiving Party lawfully gained before the disclosing Party actually disclosed it;
- 1.2. is disclosed to the Receiving Party by a third party who is not bound by a confidentiality agreement;
- 1.3. becomes available to the general public by no fault of the Receiving Party; or
- 1.4. is required by law to be disclosed.

2. **Use of Confidential Information.**

The Receiving Party may disclose the Confidential Information to its personnel on an as-needed basis. The personnel must be informed that the Confidential Information is confidential and the personnel must agree to be bound by the terms of this Agreement. The Receiving Party is liable for any breach of this Agreement by their personnel.

In the event Receiving Party is required by law to disclose Confidential Information, that Party must notify the Disclosing Party of the legal requirement to disclose within three (3) business days of learning of the requirement.

Notices must be made in accordance with Section 9 of this Agreement.

3. **Ownership and Title.** Nothing in this Agreement will convey a right, title, interest, or license in the Confidential Information to the Receiving party. The Confidential Information will remain the exclusive property of the Disclosing party.
4. **Return of Confidential Information.** Upon termination of this Agreement, the Receiving party must return all tangible materials it has that contain the Confidential Information it received, including all electronic and hard copies. This includes, but is not limited to, any notes, memos, drawings, summaries, excerpts and anything else derived from the Confidential Information.
5. **Term and Termination.** This Agreement shall commence upon the Effective Date as stated above and continue until _____.

Either Party may end this Agreement at any time by providing written notice to the other Party. The Parties' obligation to maintain confidentiality of all Confidential Information received during the term of this Agreement will remain in effect indefinitely.

6. **Remedies.** The Parties agree the Confidential Information is unique in nature and money damages will not adequately remedy the irreparable injury breach of this Agreement may cause the injured Party. The injured Party is entitled to seek injunctive relief, as well as any other remedies that are available in law and equity.

7. **General.**

- 7.1. **Assignment.** The Parties may not assign their rights and/or obligations under this Agreement.

- 7.2. **Choice of Law.** This Agreement will be interpreted based on the laws of the State of _____, regardless of any conflict of law issues that may arise. The Parties agree that any dispute arising from this Agreement will be resolved at a court of competent jurisdiction located in the State of _____.

- 7.3. **Complete Contract.** This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

- 7.4. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

- 7.5. **Waiver.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

8. **Notices.** All notices under this Agreement must be sent by email with return receipt requested or certified or registered mail with return receipt requested.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Name

Signed: _____

Name: _____

Date: _____

Name

Signed: _____

Name: _____

Date: _____

DRAFT AGREEMENT

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20..., between, Director General of Health Services, Government of National Capital Territory of Delhi on the one part (hereinafter called the “**Authority**” which expression shall unless repugnant to the context, include its successors and assignees) and, on the other hand, M/s..... having its registered office at India (here in after called the “**Transaction Advisor**”, which expression shall unless repugnant to the context, include its successors and assignees).

WHEREAS

The Authority vide its Request for Proposal for Engagement of DEA Empanelled Transaction Advisor for “selection of capable Concessionaire(s) who will commission diagnostic services with radiological equipments such as CT/MRI/USG machines in Delhi Government hospitals and operate through **PPP mode**.”

(A) The Transaction Advisor submitted its proposals for the aforesaid work, whereby the Transaction Advisor represented to the Authority that it had the required professional skills, and in the said proposals the Transaction Advisor also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and

(B) the Authority, on acceptance of the aforesaid proposals of the Transaction Advisor, awarded the job to the Transaction Advisor vide its Letter of Award dated(the “**LOA**”); and in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1. Definitions and Interpretations

1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Additional Costs” shall have the same meaning set forth in clause 6.1.1 of this draft agreement
- (b) “Agreement” means this Agreement, including all the clauses, terms & conditions of the RFP, together with all the Annexes;
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.1.1;
- (d) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “Effective Date” means the date on which this Agreement is executed.
- (h) “Expatriate Personnel” means such persons who at the time of being so hired had their domicile outside India;
- (i) “Government” means the Government of India.
- (j) “INR, Re. or Rs.” means Indian Rupees;

- (k) “Party” means the Authority or the Consultant, as the case may be, and “Parties” means both of them;
- (l) “Personnel” means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) “Resident Personnel” means such persons who at the time of being so hired had their domicile inside India;
- (n) “RFP” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted and shall form part & parcel of the Agreement;
- (o) “Services” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference here to;
- (p) “Third Party” means any person or entity other than the Government or the Authority or the Consultant/ Transaction Advisor or a sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes to Agreement;
- (c) RFP and
- (d) Letter of Award

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

1.3. Rights and Obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Authority shall make payments to the Consultant in accordance with provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India.

1.5. 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.

1.6. Table of contents and headings

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.

1.7. 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 Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered 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 e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8. Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9. Authority of Member-in-charge

In case Consultant consists of consortium of more than one entity, the parties agree that the Lead Member shall act on behalf of the Members exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation receiving of the instructions and payment from the Authority.

1.10. Authorized Representatives

- 1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

Name-

Designation-

Office Address-

Tel-

Mobile

Email-

- 1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name-

Designation-

Office Address-

Tel-

Mobile-

Email-

1.11. Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion and Termination of Agreement

2.1. Effectiveness of Agreement

This Agreement shall come into force and effect on the date of execution of this Agreement (the "Effective Date").

2.2. Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3. Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified hereinabove or violates any of the clauses, terms & conditions, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Performance security deposit of the Consultant shall stand forfeited.

2.4. Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of a period of 60 (sixty) days after the delivery of final deliverable to the Authority. Upon termination, the Authority shall make payment of all amounts due to the consultant hereunder.

2.5. Entire Agreement

- 2.5.1. This Agreement read with RFP and the Annexes 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; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7. Force Majeure

2.7.1. Definition

- a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions,
- b) strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- c) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3. Measures to be taken

- a) Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14(fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. Payments

During the period of its inability to perform the services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs as decided by the department.

2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9. Termination of Agreement

2.9.1. By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 here in above, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 here of;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;
- g) The Consultant violates any of the provision, clause, terms and/or condition of the RFP and/or Agreement.
- h) For any other valid & justifiable reason whether mentioned in the RFP and Agreement or not. The decision of the Authority on validity and justification of the reason shall be final & binding and shall not be questioned.

2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9.4 here of within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breaches the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or the Authority fails to comply with any final decision reached as a result of
- c) Arbitration pursuant to Clause 9.4 Hereof.
- d) Consultant is not able to execute the work because of any such reason which is solely not attributable to it and/or because of any such reason the work cannot be executed without incurring unnecessary losses.
- e) Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with
- f) Applicable law or professional obligations.
- g) However, under any such condition, Consultant shall not be entitled to any loss of profit, compensation. Damage, costs, interest etc. and shall be paid only for the work it has done.

2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 here of, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5. Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 here of the Authority shall make the following payments to the Consultant (after of setting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) Reimbursable expenditures pursuant to Clause 6. Here of for expenditures actually incurred prior to the date of termination; and except in the case of termination pursuant to any of the sub-clauses of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6. Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 here of has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 10. Here of, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultant

3.1. General

3.1.1. Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the

Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2. Conflict of Interest

3.2.1. The Consultant shall not have a Conflict of Interest and any breach here of shall constitute a breach of the Agreement.

3.2.2. Consultant not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 . hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations here under, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice(collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forth with by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection

Processor before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security or security deposit or both, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority towards, inter-alia, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Processor before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2(two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning here in after respectively assigned to them which shall be in addition to the meaning assigned to them under any law.

- a) "corrupt practice" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matter concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Processor after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser to the Authority in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

- f) "Anti-competitive practice" means any collusion, bid rigging, or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness and the progress of procurement process or to establish bid prices at artificial, non-competitive levels.
- g) "Obstructive practice" materially impede the Authority's investigation into allegation of one or more of the above mentioned prohibited practices either deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statement to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority's rights of audit or access to information.

3.3. Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, Digests or summaries created derived from many of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- a) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- b) was obtained from a third party with no known duty to maintain its confidentiality;
- c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- d) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4. Liability of the Consultant

- 3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3. The Parties hereto agree that Consultant or on the part of any person or Consultant acting on behalf of the Consultant in carrying out the Services, shall not be liable to the Authority:
 - a) for any indirect or consequential loss or damage.
 - b) For any direct loss or damage that exceeds (a) the Agreement Value set forth in clause 6.1.2 of this Agreement, or (b) the proceeds that the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.
- 3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to three times the Agreement Value.

3.5. Accounting, Inspection and Auditing

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6. Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the authority's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the professional personnel as are not listed
- b) Entering into a subcontract for the performance of any part of the services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the contract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Service by the sub-consultant and its personnel pursuant to this Agreement; or
- c) Any other action that is specified in this Agreement.

3.7. Reporting Obligations

- 3.7.1. The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.
- 3.7.2. The Consultant shall electronically and by mail, submit fortnightly time reports of each of the key personnel, to the Authority. Such time reports shall be submitted on 15th and

the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8. Documents prepared by the Consultant to be property of the Authority

- 3.8.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the work shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.8.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.8.3. The Consultant shall be responsible to the Authority for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9. Materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority.

3.10. Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any gross negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey /investigations.

4. Consultant's Personnel and Sub-Consultants

4.1. General

The Consultant shall employ and provide such qualified and experienced personnel as may be required to carry out the Services.

4.2. Deployment of the Personnel

The names, designations and other particulars of each of the Key Personnel required is furnished by the consultant to the Authority.

4.3. Approval of Personnel

The Key Personnel provided as per the list submitted at the time of bid submission shall be treated as approved. No other Key Personnel shall be engaged without approval of the Authority.

4.4. Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel.

5. Obligations of the Authority

5.1. Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to:

- a) provide the Consultant, its sub-consultant and personnel with work permits and such other documents as may be necessary to enable the Consultant, sub-consultant or Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Authority all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2. Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the of the project in respect of which access is required for the performance; provided that if such access shall not be made available to the Consultant as and when so required , the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

5.3. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4. Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6. of this Agreement.

6. Payment to the Consultant

6.1. Cost estimated and agreement Value

6.1.1. Payments shall be released as per quoted/ negotiated rates.

6.1.2. Except as may be otherwise agreed under clause 2.5 the payments for the professional fees under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The parties agree that the Agreement Value is Rs(Rupees.....) inclusive of all taxes and duties as applicable including GST.

6.2. Currency of payment

All payments shall be made in Indian Rupees.

6.3. Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- a) The Consultant shall be paid for its services as per the payment schedules of this Agreement at the rates as specified in this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
 - (ii) The Authority shall pay only undisputed amount.
- b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed/ corrected bills.
- c) The final payment under this clause 6.3 shall be made only after the final deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The services shall be deemed completed and finally accepted by the Authority and final deliverables shall be deemed approved by the Authority as satisfactory upon expiry of 60 days after the receipt of final Deliverable unless the Authority, within such 60 days period gives written notice to the Consultant specifying in details the deficiencies in services. The Consultant shall thereupon promptly make necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within one year after receipt by the Authority of a final report in accordance with clause 6.3. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% per annum.
- e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. Liquidated Damages and Penalties

7.1. Performance Security

For the purposes of this Agreement, performance security shall be an amount equal to 5% (five percent) of the Agreement Value which shall be submitted by the Consultant in form of Bank Guarantee, FDR or Demand Draft issued by any scheduled bank.

7.2. Liquidated Damages

7.2.1. Liquidated Damage for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the direct damages thereof shall be quantified by the Authority in as on able manner and recovered from him by way of deemed liquidated damages, subject to a maximum of 10% (Ten per cent) of the Agreement Value.

7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (Ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3. Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damage specified in this Clause 7.2.

7.3. Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring/ blacklisting for a specified period may also be initiated as per policy of the Authority.

8. Fairness and Good faith

8.1. Good Faith

The Parties under take to acting good faith with respect to each other's rights under this Agreement and to adopt all reason able measures to ensure the realization of the objectives of this Agreement.

8.2. Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating` unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9.4.hereof.

9. Settlement of Disputes

9.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2. Dispute Resolution

9.2.1. 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 9.3.

9.2.2. 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.

9.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Secretary, Department of Health and Family Welfare, GNCTD and the Managing Director of the Consultant Firm for amicable settlement, and upon such reference, the said persons shall meet no later than 10 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within 10 days period or the dispute is not amicably settled within 15 days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 days of the notice in writing referred to in clause 9.2.1 or such longer period as may be mutually agreed by both parties, either Party may refer the Dispute to arbitration in accordance with provisions of clause 9.4.

9.4. Arbitration

9.4.1. Any dispute which is not resolved amicably by conciliation, as provided in clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with clause 9.4.2. 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 the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be in Delhi.

9.4.2. There shall be a sole arbitrator whose appointment / an Arbitral Tribunal of 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 arbitrators, the appointment shall be in accordance with the Rules.

9.4.3. The arbitrators shall make a reasoned award. Any award made shall be final and binding on both parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such awards.

9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.