

DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF NCT OF DELHI
9th Level, A-Wing, Delhi Secretariat,
I.P. Estate, New Delhi – 110 002

No.F.8/(F)/(12)/DHS/HC/2012/

Dated:

**NOTICE INVITING BIDS FOR OUTSOURCING OF NUCLEIC ACID AMPLIFICATION
TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI**

In order to make blood safer for transfusion, Government of National Capital Territory of Delhi (GNCTD) intends to introduce Nucleic Acid Amplification Testing (NAT) screening of donated blood in Blood Banks in Delhi, and for this purpose GNCTD invites sealed bids (in single stage bid system) for 'Outsourcing of Nucleic Acid Amplification Testing (NAT) Screening of donated blood, in blood banks in Delhi'. The purpose is mass screening of the donated blood in the Blood banks under GNCTD for reducing the window period for detection of the HIV, HBV, HCV viruses. Eligible Bidders are requested to submit their sealed Bids as per the bidding schedule mentioned in clause 2.1.2 & terms and conditions given in the prescribed Request for Proposal (RFP) Document.

Activity	Date	Time
Issue of RFP document at the Authority website http://health.delhigovt.nic.in	14 March 13	10.00 A.M
Last date of receiving queries / suggestions	25 March 13	Upto 6 PM
Pre- Bid Meeting	02 April 13	11.00 A.M
Response to Queries	09 April 13	By 6 PM
Last date of receiving Bids (Bid Due Date)	18 April 13	Upto 3.00. PM
Opening of Bids	18 April 13	3.30. PM

The RFP document can be downloaded from the Health and Family Welfare Department, Govt. of NCT of Delhi website <http://health.delhigovt.nic.in>. All subsequent updates, addenda, amendments, corrigenda, clarifications etc. related to this RFP will appear on this web site.

Sd/-

Special Secretary

Department of Health & Family Welfare

DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF NCT OF DELHI
9th Level, A-Wing, Delhi Secretariat,
I.P. Estate, New Delhi – 110 002

Request for Proposal

Outsourcing of Nucleic Acid Amplification Testing (NAT) Screening of Donated Blood in
Blood Banks in Delhi

No.F.8/(F)/(12)/DHS/HC/2012/

Dated:

DISCLAIMER

The Department of Health & Family Welfare, Government of NCT of Delhi (Authority), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Request for Proposal document (RFP) or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this tender process.

The assumptions, assessments, statements and information contained in this RFP, especially the work load, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or the Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INTRODUCTION

- 1.1. In order to make blood safer for transfusion, Health & Family Welfare Department, Govt. of NCT of Delhi (hereinafter referred to as “Authority”) intends to introduce Nucleic Acid Testing (NAT) Screening of donated blood in 10 (ten) Blood Banks in Delhi on outsourcing basis. The purpose is mass screening of the donated blood in the Blood banks under GNCTD for reducing the window period for detection of the HIV (atleast HIV I), HBV, HCV viruses.
- 1.2. The Authority has established 10 (ten) Blood Banks situated in various hospitals in Delhi. The aggregate yearly blood collection of all these 10 (ten) blood banks has been 79922, 83999, 92427 and 98849 units in 2008, 2009, 2010 and 2011 respectively. 3 (three) of these blood banks (at Guru Teg Bahadur Hospital, Lok Nayak Hospital and Deen Dayal Upadhyay Hospital) are designated as Regional Blood Transfusion Centres (RBTC) and are attached to Medical Colleges & Hospitals. Remaining seven blood banks are situated at GB Pant Hospital, Baba Saheb Ambedkar Hospital, Sanjay Gandhi Mem. Hospital, Dr. Hedgewar Arogya Sansthan, Lal Bahadur Shastri Hospital, Institute of Liver and Biliary Sciences (ILBS) and Sushruta Trauma Centre.
- 1.3. In addition to above 10 blood banks, Authority at any stage, under this outsourcing arrangement for NAT screening, may include any other existing or new Blood Bank under the Delhi Government, Central Government, MCD, NDMC, ESI, India Red Cross Society or any other institution /organization owned or controlled or substantially aided by the Delhi Government or Central Government on the same terms and conditions.
- 1.4. Nucleic Acid Amplification Testing (NAT) screening of donated blood in Blood Banks in Delhi or NAT Screening means the Nucleic Acid Amplification Testing (NAT) Screening tests for HIV (at least HIV I), Hepatitis B and Hepatitis C as further details in Schedule 1 or any other tests of similar nature mandated under Applicable Law or National or State Guidelines of donated blood for making blood safer for transfusion and.

2. INVITATION TO BID

2.1 In order to make blood safer for transfusion, the Authority intends to introduce Nucleic Acid Testing (NAT) Screening of donated blood in Blood Banks in Delhi, and for this purpose invites sealed Bids (in single stage bid system) for outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi.

2.1.1 The purpose is mass screening of the donated blood in the Blood banks under GNCTD for reducing the window period for detection of the HIV (atleast HIV I), HBV, HCV viruses.

2.1.2 Eligible Bidders are requested to submit their sealed Bids as per terms and conditions given in this RFP as per following schedule.

Activity	Date	Time
Issue of RFP document at the Authority website http://health.delhigovt.nic.in	14 March 13	10.00 A.M
Last date of receiving queries / suggestions	25 March 13	Upto 6 PM
Pre- Bid Meeting /pre application conference	02 April 13	11.00 A.M
Response to Queries	09 April 13	By 6 PM
Last date of receiving Bids (Bid Due Date)	18 April 13	Upto 3.00. PM
Opening of Bids	18 April 13	3.30. PM
Date of Technical Presentation (if any required by the Government of NCT of Delhi)	To be notified	
Opening of Financial Bids	To be notified	

2.2 No Fee is payable towards downloading the RFP document and submitting the Bid except for the Bid Security which shall accompany the Bids as per clause 6.

2.3 Conditional Bids shall be rejected. The Authority shall have the right to accept or reject any Bid fully or any part of it, without assigning any reason. No correspondence in this regard will be entertained.

2.4 The complete Bids should be submitted before the due date/time of submission as mentioned in clause 2.1 be submitted /dropped in the tender box available at SHIB (state health intelligence bureau) branch, 3rd Floor, Directorate of Health Service, F-17, Karkardooma, Delhi – 32. The Bids shall be opened in the Conference Room, 2nd Floor Directorate of Health Service, F-17, Karkardooma, Delhi - 32 in presence of Bidders or their representatives who choose to be present as mentioned in clause 2.1.

2.5 In the event of any of the above mentioned dates of receiving /opening of Bids being declared as a holiday/closed day in the office of Authority, the Bids will be received / opened on the next working day at the same time.

2.6 All subsequent updates, addenda, amendments, corrigenda, clarifications, information etc related to this RFP will appear on the web site of the Authority i.e. <http://health.delhigovt.nic.in>.

- 2.7 Bidders are encouraged to submit their respective Bids after visiting the site(s) and ascertaining for themselves the site conditions, location, and any other matter considered relevant by them. Detailed list of site(s) along with respective addresses is given under the Scope of Work. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids and implementation of the Project.
- 2.8 The Agreement sets forth the detailed terms and conditions, rights and obligations of both the parties.
- 2.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified in Clause 2.1 for submission of Bids (the "Bid Due Date").
- 2.10 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
3. SCOPE OF WORK:
- 3.1 The detailed scope of work and special terms and condition shall be as per Schedule 1 of the RFP document.

INSTRUCTIONS TO BIDDERS

4. WHO CAN APPLY?

4.1 Eligibility: The Bidder may be a single entity or a combination of 2 (Two) entities (i.e. the "Consortium"), coming together to implement the NAT Screening on outsourcing basis. In case of consortium the members should individually meet the Technical Capacity criteria as per clause 4.3 (A).

4.2 Constitution: The Bidder may be

- i. a single business entity/company under the Companies Act 1956 or an incorporated entity under equivalent acts of the parent country (in case of foreign entities) or
- ii. an organization registered under the Societies Registration Act 1860 or any relevant Act of a State or Union Territory in India or
- iii. a Public Trust registered under the Indian Trusts Act 1882 or any other equivalent act of a State or Union Territory in India or
- iv. a Charitable Company registered under Section 25 of the Companies Act, 1956 or
- v. a partnership firm or
- vi. a registered limited liability partnership firm
- vii. a proprietorship firm or
- viii. any combination of (i),(ii),(iii),(iv),(v), (vi) or (vii) with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 4.6, 4.7

4.3 Eligibility Criteria for Pre-qualification: The Single Stage Bid shall involve short listing (prequalification) of Bidders for opening of Technical and Financial Bids. To be eligible for prequalification, Bidder shall fulfill the following criteria

A. Technical Capacity: The Bidder should either be a:

- i. manufacturer of the NAT testing equipment for at least last five years (i.e. since 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) or
- ii. hospital operating & managing a licensed blood bank within the hospital for at least last five years (i.e. since 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) and having a valid NABH accreditation as on Bid due date or
- iii. medical testing laboratory in operation for at least last five years (i.e. since 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) and having a valid NABL accreditation running continuously for at least last three years (i.e. since 2009-10, 2010-11 and 2011-12).

(It is clarified that in-house Medical testing Laboratories of the Hospitals will not be eligible under category at Sl. No. (iii) above.

B. Financial capacity: The Bidder must have an average annual gross Turnover of at least Rs 10,00,00,000 (Rs. 10 Crore) in last three Financial Years (i.e. 2009-10, 2010-11 and 2011-12).

- 4.4 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In all cases where the original figure is in foreign currency, the conversion to Indian Rupees shall be based on the closing exchange rate on the Bid Due Date published by the Reserve Bank of India.
- 4.5 For the avoidance of doubt, financial year in case of Bidders shall, for the purpose of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 4.6 Members of the Consortium shall enter into a binding Joint Bidding Agreement, which shall be legally binding on all the Members, substantially in the form specified at Annexure VI (the "Joint Bidding Agreement") for the purpose of submitting a Bid. The Consortium shall furnish the Joint Bidding Agreement on a non-judicial Stamp Paper of minimum of Rs. 100/- (Rupees one hundred only). The Joint Bidding Agreement, shall, inter alia
- (i) convey the intent to form a Special Purpose Vehicle (SPV) under the Companies Act 1956 (see clause 4.10) with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Agreement and subsequently perform all the obligations of in terms of the Agreement, in case the contract is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) commit the minimum equity stake to be held by each member;
 - (iv) commit that each of the members, , shall subscribe to hold minimum 26% (twenty six percent) or more of the paid up and subscribed equity of the SPV at any time during the contract Period.;
 - (v) members of the Consortium undertake that they shall collectively hold 100% (one hundred per cent) of the subscribed and paid up equity of the SPV at all times during the contract Period; and
 - (vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder in relation to the terms of this Contract; and

except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
 - (vii) Designate a member as a Lead Member.
- 4.7 In case of Bidder, which is a consortium:
- a) while evaluating the Financial Capacity of the Bidder, sum total of the turnover of Consortium Members would be calculated
 - b) The technical prequalification criteria shall be met by all the members.
 - c) Change of the Lead Member will not be allowed under any circumstance.
 - d) An individual entity can be a member in only one consortium of Bidders; if a Member participates in more than one Bid, all Bids of which it is a part would be summarily rejected.
 - e) All Members of the consortium of Bidders shall be liable jointly and severally under the RFP and the Agreement.
- 4.8 A 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. A Bidder shall be

deemed to have a Conflict of Interest affecting the Bidding Process, if a constituent of such Bidder is also a constituent of another Bidder and / or the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest and /or such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about the Bid, or to influence the Bid of either or each other.

However, no Bidder applying individually or as a member of a Consortium, as the case may be, can join hands with another Bidder. In the event of joining the hands either before the signing of agreement or any time after the signing of agreement during the contract period, the Bids of such individuals or consortiums will be summarily rejected or the agreement will be terminated as the case may be. It is clarified that Service Provider will be allowed to procure equipments from any of the manufacturers after signing of the agreement as per their technical proposal, in case those manufacturers also participate in this bidding process either individually or in consortium and are not selected.

- 4.9 Any entity which has been barred by the Central/State Government, or by any entity under its control, from participating in any tender, and the bar subsists as on the date of Bidding, would not be eligible to submit the bid, either individually or as member of a Consortium.
- 4.10 Special Purpose Vehicle: The Selected Bidder (the sole bidding entity or consortium) shall incorporate a company (special purpose vehicle (SPV)) under the Companies Act, 1956 as such prior to the execution of the Agreement and within 40 days from the date of issue of the Letter of Award (LOA) by the Authority. The Authority at its discretion and on reasonable grounds may extend this period.
- 4.11 The Agreement shall be entered into between the SPV formed by the Selected Bidder and the Authority.
- 4.12 The Memorandum of Association (MoA) of the SPV shall be approved in writing by the Authority.

5. Bid System

5.1 Single Stage Bid Process: Bidding process for the selection of the Bidder for the Project will be carried out in a single stage (three packets) system consisting of "Pre-qualification Bid" in the first packet, "Technical Bid" in the second packet and "Financial Bid" in the third packet.

6 Bid Security

6.1 The Bidder shall furnish as part of its Bid, a Bid Security of Rs.20,00,000/- (Rupees Twenty lacs only) in form of either a Demand Draft or a Fixed Deposit Receipt or a Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India in favor of Director, Health Services, GNCTD payable at Delhi. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- 6.1.1 The Bank Guarantee should be in the format as per Annexure VIII. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India shall be required.
- 6.1.2 The Bid Security should have a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- 6.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 6.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 6.4 Save and except as provided in Clause 6.6, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, at the earliest after expiry of the financial bid validity and latest on or before the 30th day after signing the Agreement with the Service Provider or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 6.5 The Selected Bidder's Bid Security will be returned, without any interest, after the Service Provider signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 6.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified in Clause 6.7 herein below. The Bidder, by submitting its Bid pursuant to this tender, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any default or for any other breach of terms and conditions by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 6.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or under the Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a conditional/non-responsive Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP document and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of Letter of Award;

- (ii) to sign the Agreement; or
- (iii) to furnish the Performance Security within the period prescribed specified by the Authority; or
- (e) In case of the Selected Bidder, if the Service Provider having signed the Agreement, Selected Bidder and/or the Service Provider commits any breach thereof prior to furnishing the Performance Security.
- (f) If the Selected Bidder refuses or neglects to facilitate the signing of the Agreement, by the Service Provider within the prescribed time..

7. Submission of Bids:

Sealed Bids shall be submitted in Single Stage (three packets) Bid system as following:

Part A – Pre-qualification Bid

Part B – Technical Bid

Part C – Financial Bid

8. Part A - Pre-qualification Bid

8.1 The Pre-qualification Bid should be submitted in a sealed envelope superscribed 'PRE-QUALIFICATION BID FOR OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI DUE ON2012'.

The Pre-qualification Bid shall comprise of the following documents with each page serially numbered and duly signed by authorized signatory and with seal of the Bidding entity (sole or members in case of consortium):

- i. Check List of documents submitted (Annexure XIII)
- ii. Bid Security as per Clause 6.
- iii. Bidder Detail form (Annexure I) duly signed by Authorized Signatory in all respect.
- iv. Undertaking on Rs 100 Non judicial Stamp Paper binding the Bidder to the terms and condition of the RFP document (As per Annexure II)
- v. No Criminal Liability undertaking (as per format at Annexure III)
- vi. Certificates from Statutory auditor about technical capacity and financial capacity as per format (Annexure IV)
- vii. In case of consortium, Joint Bidding Agreement as per format. It should declare the Lead member and
- viii. In case of consortium Power of Attorney to authorize the Lead Member of Consortium (Annexure VII A) to sign the Bids.
- ix. Power of Authority for Authorized Signatory (Annexure VII B)
- x. List & addresses of Governing body members / Directors /Partners / Proprietor of the Bidder (of all Members, in case of Consortium)
- xi. Copy of Certificate of Incorporation under the relevant act/statute (Companies Act/ Society Registration Act etc.) along with memoranda /article of association/Trust Deed/ partnership deed, /proprietorship declaration as applicable

- xii. Resolution of the company/society / trust or authorization by a person(s) competent to sign such authorization allowing the signatory to sign the Bid and Bidding Documents on behalf of the Bidder(s)
- xiii. Name, address / phone no of authorized signatory Copy of PAN card of the Bidder.
- xiv. Copy of Income Tax Return of the Bidder for the previous three years (i.e. 2009-10 2010-11, and 2011-12).
- xv. Copy of Audited Accounts Statements (including balance sheet and P & L Account) of last three financial years (i.e. 2009-10, 2010-11 and 2011-12) signed by the Statutory auditors.
- xvi. Copy of NABH accreditation certificate. Copy of NABL accreditation certificates for 2009-10 2010-11, and 2011-12
- xvii. Service Tax Registration number. The Bidder shall give an undertaking that if it is awarded the LOA, the SPV (the Service Provider) it will incorporate shall apply for and obtain the same before execution of the Agreement or before raising the first bill. Any payment by the Authority under the Agreement will be made only after production of valid service tax number as applicable.

8.2 Pre-qualification Bid shall be submitted in Original along with two copies duly signed by the authorized signatory.

9. Part B – Technical Bid

9.1 The Technical Bid should be submitted in a sealed envelope superscribed 'TECHNICAL BID FOR OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI DUE ON2012'.

The Technical Bid shall comprise of the following documents with each page serially numbered and duly signed by authorized signatory and with seal of the Bidding entity (sole or of the lead member in case of consortium):

1. Check List of documents submitted (Annexure XIV)
2. Technical Proposal as per Clause 11.3 (Technical Evaluation). The Bidder shall write briefly about its proposal on the parameters and criteria of technical proposal assessment and in a manner which will facilitate objective evaluation of the technical proposal.
3. Undertaking as per Annexure V regarding manpower.
4. List of manpower and their qualifications.
5. Technical details, relevant literature, product catalogue and all other information about NAT equipment etc. being offered for the NAT Services.
6. List of equipment and technology to be setup.
7. Credentials (i.e. list of clients and relevant projects)

9.2 Technical Bid shall be submitted in Original along with two copies duly signed by the authorized signatory.

10. PART C: FINANCIAL (PRICE) BID

10.1 The Bidder should submit the sealed Price Bid as per format (Annexure IX) in a

separate envelope super scribed 'PRICE BID FOR OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI' . The bid should be duly signed by the authorized signatory and with seal of the Bidder (of Lead Member, in case of consortium) without any overwriting.

10.2 The Bidder shall quote the rate (exclusive of service tax) of validated NAT Screening report of each donated blood sample tested in the prescribed Format (Annexure IX).

10.3 The rate per sample tested shall be a fixed lump sum, inclusive of all costs and all taxes, cesses and levies except service tax. The Authority shall not be liable for any other expenses or statutory liabilities of the Service Provider including those under the provision of Minimum Wages act, contract Labor Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Leave, and uniform Allowance & all other recommended & statutory compensation and benefits etc payable to the workers of the Service Provider, and the costs and expenses of the Service Provider towards:

- a. Staff costs, Subcontractors' costs, printing, communications, and the like, and all other costs incurred by the Service Provider in carrying out the Services described in Schedule 1.
- b. Comprehensive cost of the total project components including hardware, software, stationary, consumables, uninterrupted power backup, cost of manpower deployed, maintenance and all other direct or indirect and fixed or variable costs incidental to the Project not specifically mentioned.
- c. CESS / VAT / Sales Tax, Excise Duties, Lease; Rental & Hiring Taxes, Works Contract Tax, Personnel Tax, Corporate Tax & all other Duties, Octroi, Permits , Levies, Taxes as applicable for the contract, except the Service Tax. The service tax if any shall be paid on production of service tax registration number.

10.4 This RFP and the Agreement is output based. The intention of the Authority is to procure Services on the most competitive and lowest rate. Proposed methodology to be adopted by the Service Provider is not the deciding factor in choosing the Selected Bidder.

10.5. The Prequalification Bid (including the Bid Security), Technical Bid And Financial Bid should be enclosed in an outer envelope and super scribed 'BIDS FOR OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI DUE ON2012" addressed to, Department of Health & Family Welfare , Government of NCT of Delhi and with the name of the Bidder on the envelope.

10.6 Bids not submitted in the prescribed manner or with incomplete documents are liable to be rejected.

11. BID EVALUATION

11.1 The evaluation of the Bids shall be in three steps /stages viz.

Stage1- Prequalification evaluation

Stage 2- Technical evaluation and

Stage 3 – Price Bid Evaluation

11.2. Stage1 - Prequalification evaluation: This stage shall include the test of responsiveness and qualification of prequalification criteria.

- a. Test of responsiveness – This shall include the scrutiny of submitted requisite documents and the Bid Security. The non responsive Bids shall be rejected and shall not be evaluated further.
- b. Qualification of Prequalification criteria – This shall include the evaluation against the Prequalification criteria (as per clause 4).

11.3 Stage 2 - Technical evaluation: Technical evaluation of only those Bids that qualify the Prequalification evaluation will be undertaken.

- i. A Technical evaluation committee constituted by the Authority will assess the Technical proposal on the basis of method prescribed below. Only those Bidders with Technical Proposals' score of 70 marks or more out of maximum of 100 marks shall qualify for Price bid evaluation. The assessment method detailing the parameters for marking, maximum marks, criteria of assessment and scale for marking are as under:

Parameter	Maximum Marks	Criteria of Assessment	Scale
Experience of the Bidder	5	Number of years of Experience as per the Technical Capacity criteria	More than 7 years of experience : 5 marks More than 5 years of experience : 3 marks
Experience of the Bidder in NAT Screening	10	Experience of bidder (sole or any member of consortium) in NAT Screening	Experience in NAT Screening: 10 Marks Experience in PCR: 8 Marks Experience in rapid tests/ELISA: 6 marks
Commitment to Staffing (The qualification and experience of the staff must however satisfy requirements for NABL Accreditation)	15	Qualification & Experience of Pathologist proposed to be deployed at the NAT Lab	MD or Equivalent qualification Pathology / Transfusion Medicine recognized by MCI with > 2 years of experience: 12 marks & with > 5 years of experience: 15 Marks Post graduate Diploma or Equivalent qualification in Pathology / Transfusion Medicine recognized by MCI

			with > 5 years of experience: 12 marks & with > 7 years of experience: 15 Marks
	15	<p>Qualification and Experience of Technical Staff</p> <p>(Minimum of 2 technical staff will be committed by the Bidder and the score for this parameter will be arrived at after averaging the scores obtained by each Technical Staff)</p>	<p>B.Sc. (MLT) or equivalent technical qualification from recognized institute / university with > 3 years of experience in blood serology: 15 marks & with > 1 years of experience in blood serology: 12 marks</p> <p>Diploma (MLT) or equivalent technical qualification from recognized institute / university with > 5 years of experience in blood serology: 15 marks & with > 3 years of experience in blood serology: 12 marks</p>
Commitment to Implementation	10 marks	Plan for setting up of NAT Lab and plan for collection of samples and reporting of results	<p>Excellent Plan: 10 marks</p> <p>Good Plan: 8 marks</p> <p>Acceptable Plan: 6 marks</p>
Commitment to Performance	10 marks	Strategy to meet performance standards	<p>Excellent performance management strategy in line with best management practices: 10 marks</p> <p>Good strategy: 8 marks</p> <p>Acceptable strategy: 6 Marks</p>
Commitment to Quality	10 marks	Quality Assurance plan including achieving of NABL accreditation	<p>Excellent as per best practices: 10 marks</p> <p>Good plan: 8 marks</p> <p>Meeting minimum</p>

			specified criteria: 6 Marks
Commitment to continuous availability of services	5 Marks	Backup plan to meet continuous availability of NAT Services	Excellent Plan as per Good Industry Practice: 5 marks Acceptable Plan: 3 marks
Commitment for Equipment uptime	5 marks	Equipment maintenance plan (preventive and AMC) (local availability of service engineers and spares is must)	Excellent Plan as per Good Industry Practice: 5 marks Acceptable Plan: 3 marks
Commitment for supplies	5 marks	Management plan for consumables, reagents and other inventories	Excellent Plan as per Good Industry Practice: 5 marks Acceptable Plan: 3 marks
Commitment to provide emergency NAT Services	5 marks	Plan to meet the emergency NAT Screening requirements	Excellent Plan to meet emergency NAT screening requirements : 5 marks Minimum commitment to meet emergency requirements: 3 marks
Commitment to IT system	5 Marks	Software applications	In house development and maintenance of application software: 5 marks Outsourcing of development and maintenance of software application: 3 marks

- ii. It is clarified that wherever it is not possible to give the marks for any parameter / criteria even at the lowest scale on account of the nature of proposal, the TEC on its own discretion may give marks lower than the minimum scale or seek clarifications during the presentation held, if any, and then proceed to give marks.
- iii. The technical evaluation is for technical qualification of the Bidders on the basis of obtaining the minimum marks and in no way to rank the proposals or to establish

superiority of one proposal over any other proposal. This is an output based RFP; the Bidder will be selected on the basis of Price Bid evaluation only.

- iv. The technical evaluation may also include technical presentation /demo of the project by the Bidder. The Authority may solely at its own discretion, require all the Bidders to give a technical presentation. The technical presentation shall broadly cover the following aspects:

- a. Profile of Bidder, major clients, experience.
- b. Understanding of Scope of work along with the terms and conditions. Approach /Methodology indicating proposed implementation plan.
- c. The presentation shall specifically highlight the plan for development of NAT Lab and provisioning of NAT Services to satisfy the scope of work, innovative features of the proposed service, standard operating procedures and plan for effective service delivery.
- d. Clarifications on the Technical Bid as may be required by the Technical evaluation committee

- 11.4. Stage 3 – Price Bid Evaluation: The Price Bid of the Bidders qualifying the Stage 2 i.e. Technical stage shall be opened. The evaluation criteria for the Bids shall be lowest of the Price Bids.

- 11.5 Selection of Bidder - the Bidder who quotes the lowest rate (rounded off to 2 decimal places) offered to the Authority, shall be declared as the Selected Bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder. In the event that two or more Bidders quote the same rate (the “tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend. In the event that the lowest Bidder is not selected for any reason in the first instance, the Authority may invite all the remaining Bidders to match the Price Bid of the aforesaid lowest Bidder (the “second round of Bidding”). If in the second round of Bidding, only one Bidder matches the lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said lowest Bidder in the second round of Bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the original price Bid shall be the Selected Bidder. In the event that no Bidder offers to match the lowest Bidder in the second round of Bidding, the Authority may, in its discretion, invite fresh Bids from all Bidders except the lowest Bidder of the first round of Bidding, or annul the Bidding process, as the case may be.

- 11.6 After selection, a letter of award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOA.

- 11.7 The Selected Bidder shall incorporate a Special Purpose Vehicle (SPV) and the SPV shall sign the Agreement with the Authority within 40 days or extensions thereof granted by the Authority after the issue of Letter of Award. In the event of delay in

signing the Agreement, the Selected Bidder may be disqualified by the Authority and its Bid Security shall be forfeited.

11.8 Authority reserves the right not to consider unviable Price Bids.

11.9 Performance Security

11.9.1 The Selected Bidder shall ensure that for the entire Term of the Agreement, it will maintain a Performance Security of a value not less than ten percent of the first year expected revenue. For the purpose of estimating the expected revenue for the first year the agreed rate of the Selected Bidder for NAT Screening will be multiplied by 1,00,000 (i.e. expected annual NAT Screening tests) and rounded off to the nearest one thousand rupees and this Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

11.9.2 The Performance Security shall be in form of either a Demand Draft or a Fixed Deposit Receipt or a Bank Guarantee issued by a nationalized bank, or a Scheduled Bank in India in favor of Director, Health Services, GNCTD payable at Delhi. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The bank guarantee should be in the format as per Annexure VIII. In case the bank guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required.

11.9.3 The Authority shall not be liable to pay any interest on the Performance Security so made and the same shall be interest free.

11.9.4 The Authority shall, without prejudice to its other rights and remedies under the Agreement or in law, be entitled to encash and appropriate relevant amounts from the Performance Security any penalties in posed on the Selected Bidder as damages. Upon such encashment and appropriation from the Performance Security, the Selected Bidder shall, within 30 (thirty) days replenish, in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security to provide a fresh Performance Security and the Selected Bidder shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate the Agreement.

11.9.5 The Performance Security shall be furnished along with the duplicate copy of the Letter of Award returned after signing and no later than the date of signing of the Agreement.

12. CLARIFICATIONS:

12.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bids and documents submitted. Such clarification(s) shall require to be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its bid will be liable to be rejected at the sole discretion of the Authority. In case the bid is not rejected, the Authority may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding.

and the Bidder shall be barred from subsequently questioning such interpretation.

13. PRE-BID MEETING

- 13.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as notified by the Authority. The purpose of the meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage. Prospective Bidders may at their own cost attend the pre bid conference. A maximum of 3 (Three) representatives of each Bidder shall be allowed to participate in the Pre-Bid conference.
- 13.2 The prospective Bidders are requested to submit any queries / suggestions in writing and by email (pshealth@nic.in and osdpsh@gmail.com) so as to reach the Authority by the date and time mentioned under clause 2.1.2 in the format below. Any queries / suggestions received after the prescribed date and time may not be entertained.

<u>FORMAT FOR PREBID MEETING</u>			
Prospective bidder Name:			
S No.	Reference Clause / Article of RFP / Schedules or Agreement	Query / Suggestion	Rationale / Remarks

- 13.3. During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. It is expressly stated herein that no further suggestions (for deviations/variations/additions) may be entertained after the Pre Bid conference.
- 13.4 The written clarifications / corrigendum / addenda to RFP/addenda to the Agreement in response to the written queries, if any, shall be hosted on the website of the Authority.
- 13.5 The Pre-Bid meeting shall be held as per the Schedule mentioned under clause 2.1 at Conference Hall No. 1, 2nd Level, Delhi Secretariat, I. P. Estate, New Delhi - 02. Any change of the venue/time shall be displayed on the website of the Authority
- 13.6 It is further suggested that the interested participants may confirm venue from Room No A – 910, 9th Level, Delhi Secretariat, telephone 011-23392031 on the same day, 15-20 minutes in advance to the scheduled time.

14. BID VALIDITY

- 14.1 The Bids shall remain valid for acceptance for a minimum period of 120 days (One Hundred and twenty days) from the Bid due date.

14.2 In exceptional cases, the validity of the Bids may be extended up to a specified period on mutual agreement.

14.3 In case the day up to which the Bids are to remain valid falls on a holiday, the bid validity shall automatically be extended up to the next working day.

15. LATE BID

15.1 A Bid received after the last date and time for receipt of Bids shall be treated as “late” Bid and shall be rejected.

16. RETURN OF BID SECURITY

16.1 The Bid Security will be returned back as per clause 6.

17. BIDDING EXPENSE

17.1 The Bidder shall bear all costs and expenditure incurred and / or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid and for subsequent processing of the same. The Authority will in no case be responsible or liable for incurring any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

SCHEDULE - 1

(REFER CLAUSE 3 OF THE RFP)

REQUEST FOR PROPOSAL FOR 'OUTSOURCING OF NUCLEIC ACID AMPLIFICATION TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI'

SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

1. In order to make blood more safe for transfusion, the Authority intends to introduce NAT Screening of donated blood in 10 Blood Banks situated in various hospitals under GNCTD on outsourcing basis. The purpose is mass screening of the donated blood in the Blood banks under GNCTD for reducing the window period for detection of the HIV (atleast HIV I, HBV, HCV viruses). The yearly collection of blood is expected to be around 1 (one) lakh units in these 10 blood banks. However the Authority does not guarantee that the yearly number of blood collections of 1 lakh units may not vary.
2. The details of the annual blood collections and addresses of these blood banks are as under:

A) Annual blood collection of three RBTC centers (for last four years):

Name of RBTC Centers	Address	Years			
		2008	2009	2010	2011
Guru Teg Bahadur Hospital	Dilshad Garden, Delhi-110095	27829	29565	32664	31888
Lok Nayak Hospital	Jawahar Lal Nehru Marg, New Delhi-110002	18470	15766	14599	16631
Deen Dayal Upadhyay Hospital	Hari Nagar, New Delhi-110064	13777	15688	16139	18271
Total (A)		60076	61019	63402	66790

B) Annual blood collection of blood banks other than RBTC for last four years:

Name of Blood Banks	Address	Years			
		2008	2009	2010	2011
GB Pant Hospital	J.L.N Marg, New Delhi-110002	9927	10724	11441	12621
Baba Saheb Ambedkar Hospital	Sector -VI, Rohini, Delhi - 110085	4152	5601	7090	9233
Sanjay Gandhi Mem. Hospital	S-Block, Mangolpuri, Delhi -110083	3329	3471	3224	3182
Dr. Hedgewar Arogya Sansthan	Karkardooma, Delhi-110032	2358	3112	3387	2157
Lal Bahadur Shastri Hospital	Khichiripur, Delhi 110091	0	0	2000	1771

Institute of Liver and Biliary Sciences	D – 1, Vasant Kunj, New Delhi– 110070	0	0	1883	3095
Sushruta Trauma Centre (STC)	9- Metcalf Road, Delhi	80	72	0	0
	Total (B)	19846	22980	29025	32059
	Grand Total (A+B)	79922	83999	92427	98849

3. In addition to above blood banks, Authority at any stage may include any other Blood Bank under the Delhi Government, Central Government, MCD, NDMC, ESI, Indian Red Cross Society or any other institution /organization owned or controlled or substantially aided by the Delhi or Central Government for such NAT screening on the same terms and conditions at its sole option.
4. The NAT screening should be able to screen the donated blood sample for HIV (at least HIV I), Hepatitis B and Hepatitis C and communicate the validated NAT screening test results to the concerned Blood Bank through the IT based Information Management System built for the purpose latest by the stipulated time in routine. In exceptional circumstances such as mass causality or disaster etc the sample collection and NAT Screening will be done at the earliest on top priority.
5. Mandatory NAT screening for detection of any microorganism and its type in the donated blood sample, other than above tests, if included later on in the National/State guidelines or mandated under the Applicable Law shall have also to be conducted by the Service Provider within the same rate.
6. The multiplex NAT screening for HIV, HCV and HBV shall be carried out on fully automatic system
7. Any or both the technologies of Polymerase Chain Reaction (PCR) and Transcription Mediated Amplification (TMA) shall be acceptable.
8. Both methodologies of testing, i.e. Pool Testing and Individual Donor Testing (IDT) are acceptable. In case of Pool Testing the pool size shall be 6 (six) or less as per applicable law / guidelines of the recognized professional bodies and the Good Industry Practices.
9. Discriminatory test should be available on the same platform specifying the type (serotype) of infection in positive cases.
10. The Service Provider shall set up NAT Screening laboratory (NAT Lab) at identified premises. The Service Provider shall have choice to set up NAT Lab(s) and backup either at Lok Nayak Hospital or at GTB Hospital or at both locations.
11. Adequate space (approximately 400 - 500 Square feet) for setting up in-house NAT Lab along with water & electricity connection shall be provided by the Hospital. The cost of water and electricity shall be borne by the Service Provider. The space so provided shall be free of charge on right to use basis for the purposes of agreement. It is expected that the Bidder shall take this into account while quoting the rates. The premise will be handed over by the hospital after provisioning the electricity connection and water supply.
12. Continuous provision of NAT Screening services: The NAT Lab & NAT Screening equipments / machine of the Service Provider should be functional round the clock i.e. 24 hours and 365 (366) days in a year during the Operation Period in accordance with the Agreement generating valid NAT Screening reports. In the instance of a failure of machine /equipment, back up created by Service Provider shall be used for NAT Screening services. But such instances should not be more than one per month per installation.
13. Intentionally left blank
14. For situations when the capacity of the NAT testing equipments / machine (s) exceeds

than the Service Provider shall develop additional NAT Lab at Hospital, as approved and instructed by the Authority. This shall be on the terms and conditions as contained in the Agreement.

15. Procurement, installation, testing, commissioning, operation and day to day maintenance of NAT Screening and all related equipment and machinery like deep freezers, shall be responsibility of the Service Provider. Authority will not in any way be responsible for any of these. All the cost incurred in procurement, installation, testing, commissioning, operation and day to day maintenance of equipment and machinery shall be borne by the Service Provider from their own resources. All essentials like consumables, diagnostics, spares etc. shall be responsibility of the Service Provider.
16. The Service Provider shall establish a system of Collection and transportation of samples to the NAT Lab, Conduct of the NAT Screening tests and delivery of reports to the Blood banks (NAT Services). System shall include proper end to end labeling of samples by way of bar coding, proper storage of the samples, conduct of NAT Screening tests as per Good Industry practices and delivery of reports both by means of electronic communication and hardcopy. The entire responsibility from the collection of sample from the identified blood banks to the dispatch of the reports to the concerned blood banks shall be of the Service Provider.
17. The Service Provider shall make all necessary arrangements for bar coding and labeling of samples provided by the identified blood banks. This shall include printout of bar coded labels and capture of donor number into IT System.
18. The Service Provider shall develop and provide the necessary information technology (IT) system including hardware / software /peripheral and other equipments/ consumables etc. The IT system will be used to capture all the data and provide for tracking of status of each donated blood sample.
19. The Service Provider shall provide all other support services that are ancillary to the NAT services including but not limited to documentation and management of records and data as per protocol and undertake all such activities required to for providing full fledged NAT Services delivery.
20. The Service Provider shall prepare and evolve Operation and Maintenance Manual ("O&M Manual") at its cost, and submit the draft of the O&M Manual to the Authority for its review. The O&M Manual will become final only after it has received the final approval of the Authority.
21. The Standard Operating Procedures and Protocols (SOP) will be part of the manual. Standard Operating Procedures (SOPs) would be prepared for each activity and approved by the Authority. The SOP will be reviewed periodically and revised in mutual consultation. Any modification/alteration any of the SOP including but not limited to the procedure of sample collection, labeling, handling, transportation, storage, testing, quality assurance required by the Service Provider or Authority would be the responsibility of the Service Provider and would be implemented after due approval of the Authority at the risk and cost of the Service Provider.
22. Service Provider shall Setup the NAT Lab, commence the NAT Services and run the valid NAT Screening tests within the time period as stipulated in the Agreement.
23. The Service Provider shall obtain NABL accreditation of the NAT Lab (s) within Nine months of issue of Development completion certificate or any extensions granted thereof by the Authority.
24. NAT Lab shall be open to all educational activities, undergraduate and Post Graduate teachings.

25. The NAT Lab / NAT Services will be running under supervision of the Authority and Head of Blood Banks in the respective hospitals and shall observe all the Applicable rules, guidelines of the recognized professional bodies and Good Industry Practices.
26. The Service Provider shall provide the NAT Lab / NAT Screenings services during the Term of the Agreement round the clock i.e. 24 hours and 365 (366) days in a year in accordance with the Agreement at his own risk and cost.
27. The liability in case of any legal dispute, arises at any stage due to false negative or false positive reporting on NAT Screening tests of blood samples, shall be of the Service Provider. The Service Provider shall indemnify the Authority for any eventuality that arises from wrong reporting. (Format of indemnity bond at Annexure XI)
28. The Service Provider will observe and follow all mandatory rule / guidelines laid out by the central/state govt. / statutory bodies.

29. DEVELOPMENT PLAN

- 29.1. The Selected Bidder shall prepare and evolve a draft development plan at its cost, and submit the same to the Authority along with the copy of LOA returned after signing, for its review the development plan will become final only after it has received the final approval of the Authority and the Hospital. Within a period of 15 (fifteen) days from the date of receipt of the development plan, the Authority shall revert to the Selected bidder with its comments and suggestions (if any) on the development plan, which shall be implemented and the development plan shall be re-submitted for approval of the Authority. If the Authority does not offer any comments and suggestions if any on the re-submitted development plan within 15 (fifteen) days of the re-submission, it will be considered as deemed approval of the development plan.
- 29.2. The development plan shall include all the details of items and activities to be undertaken from setting up of the NAT Lab to the provisioning of NAT Services envisaged under this RFP and the Agreement.
- 29.3. The development plan shall include QA and QC system manual including the guidelines and protocols.

30. SET UP, OPERATIONS, MAINTENANCE AND MANAGEMENT OF NAT LAB

- 30.1. The Service Provider shall set up, operate, maintain and manage the NAT Lab at the identified premises at his own risk and cost. The civil, electrical, interiors and other items required for setting up of the NAT Lab will be as per the standard architecture design and selection of materials having ease of replication & maintainability. These will conform to all govt. regulations and will be as per the Development plan approved by the Authority in mutual consultation. The "Development Period" shall be a period of 2 (two) months after handing over the premises along with water and electricity provision.
- 30.2. The Hospital shall provide standard electricity connection (and a connection from the existing stand-by source of power (subject to availability) and standard water to the Service Provider for use in the NAT Lab located in the Hospitals for NAT Services. Electric and water connection would be provided at a single point and the Service Provider would have to make further internal points based on their requirement. The Service Provider shall make prudent use of water and electricity and deploy to the extent possible measures to save water and energy.

- 30.3. Notwithstanding the above, the Service Provider shall be responsible to procure back-up systems at its own cost consisting of DG sets or UPS of appropriate rating / capacity to maintain uninterrupted power at all times and to ensure adequate supply of power to the critical machines, equipments, accessories, so that NAT Lab / NAT Services remains available un- interrupted. The Hospitals shall not be liable for power interruptions or insufficient power supply.
- 30.4. The installation and commissioning of NAT Screening and allied / related equipments / machinery will follow the Good Industry Practices and as per the Development Plan approved by the Authority.
- 30.5. The Service Provider shall ensure that during the Term of the Agreement the NAT Lab Premises are maintained in a clean and hygienic condition and regularly sanitized and disinfected as per the Applicable Laws, Good Industry Practices.
- 30.6. The Service Provider shall ensure Infection control and universal precautions as per the Good Industry Practices so as to ensure safe environment and safety of the manpower working in the NAT Lab. The Service Provider shall undertake necessary measures to prevent the staff / visitors from acquiring infection arising out of operations, maintenance and management of the NAT Lab / NAT Services.
- 30.7. The Service Provider shall abide by all Applicable rules and guidelines and obtain all necessary clearances/licenses / approvals such as under Biomedical Waste Management Rules, etc. at his own cost. The Service Provider shall ensure proper disposal of biomedical waste as per Bio Medical Waste (Management & Handling) Rules.
- 30.8. The effluents and other biomedical waste has to be disposed of as per the BMW rules by the Service Provider at his cost.
- 30.9. The NAT lab shall comply with the requirements, obtain and maintain the NABL accreditation of the NAT Lab throughout the contract Agreement period as per the terms of Agreement.
- 30.10. The security arrangement of the property, equipment and of space of installation and other associated area will be the sole responsibility of the Service Provider. The hospital will ensure that no employee of the hospital tampers with the equipment.
- 30.11. The Hospital(s) shall not be responsible for any loss/damage to equipments /machine or property due to natural calamity or otherwise.
- 30.12. The Service Provider shall be solely liable for the safety, condition and protection of the staff, visitors and their property at the NAT Lab and shall indemnify, defend and hold harmless the Authority, its employees, representatives and agents from and against all liabilities, damages, legal proceedings, claims and costs etc in this behalf.
- 30.13. The Service Provider shall, undertake the NAT screening so as to cause the minimal disruption of the operation of the hospital or inconvenience to patients /persons there
- 30.14. The Service Provider shall be responsible, at his own cost, for the overall operations, maintenance and management of NAT Lab including but not limited to maintenance and repair works and minor alterations; maintenance and upkeep ancillary and other support services.
- 30.15. The Service Provider shall Introduce and adopt modern management methods, techniques, tools and procedures for making the operations and maintenance of the NAT Lab / NAT Services more efficient.

30.16. For avoidance of doubt the NAT Lab means NAT labs set up at LNH and / or GTB Hospital including any backup NAT Lab(s) set up at mutually agreed Hospital under this Project to provide the NAT Services.

31. MANPOWER FOR NAT LAB / NAT SERVICES

31.1. Adequate numbers of qualified and experienced Medical Staff, technicians, IT professionals, Supervisor and all other manpower required for NAT Lab / Lab services shall be employed and deployed by the Service Provider and should have the necessary qualification from a recognized institution and the Service Provider will have to submit an undertaking in this regard. (Annexure VII).

31.2. The Service Provider shall ensure that the staff has the requisite qualification, training, experience and competence and are periodically trained and kept abreast of all developments and research in the respect field of expertise.

31.3. The Service Provider shall employ such medical and paramedical staff who are registered with appropriate statutory body (as applicable) and are not disqualified or ineligible to practice in India. The Service Provider shall carry out credentialing and privileging of all medical staff.

31.4. Minimum qualification/experience of key staff.

a) Medical Staff:

(1) The Post graduate degree in Pathology / Transfusion Medicine / Microbiology recognized by the MCI and with a minimum of 2 years of experience after Post graduation or

(2) The Post graduate diploma in Pathology / Transfusion Medicine / Microbiology recognized by the MCI and with a minimum of 5 years of experience after Post diploma.

b) Technical Staff

(1) BSc MLT or equivalent qualification from a recognized institute and with a minimum of one year of experience in Serology and/or Blood banking and/or Immunology or

(2) Diploma in MLT or equivalent qualification from a recognized institute and with a minimum of three year of experience in Serology and/or Blood banking and/or Immunology.

31.5. The staffing level should be sufficient to operate and manage the Services in accordance with this Schedule and the Agreement.

31.6. The Service Provider shall submit to the Authority the monthly duty roster of staff of NAT Screening services at least one week prior to the following calendar month.

31.7. Any change in medical and technical staff shall be with prior approval of the Authority. Any replacement of staff shall be with a staff having better or equivalent qualifications.

31.8. The staff including doctors and technicians of Service Provider would ensure good medical practice and high ethical values and work under overall supervision of head of blood banks.

31.9. During the Term of the Agreement, the Authority may recommend to the Service Provider that particular personnel may be removed due to lack of requisite qualification, training, competence, experience or has consistently demonstrated

lack of knowledge, skill, competence or capability in providing the required services

- 31.10. The Service Provider shall abide by and comply with all the Applicable Laws and statutory requirements including the Minimum Wages Act and Contract Labor (Regulation & Abolition Act 1970, EPF etc. with regard to the personnel engaged by him for the NAT Lab and NAT services. The Service Provider shall be liable and responsible to provide all the benefits as applicable viz. Provident Fund, ESI, bonus, gratuity, leave, etc. to the personnel / staff engaged / employed by him.
- 31.11. The Authority does not recognize any employee employer relationship with any of the personnel / staff/sub contractor engaged by the Service Provider.
- 31.12. The Authority shall not be under any legal obligation for providing employment to any of the personnel /worker/staff of the Service Provider after the Termination of the Agreement.
- 31.13. Authority / Hospital shall not be responsible financially or otherwise for any injury to the staff deployed by the Service Provider in the course of performing the duty for and on behalf of the Service Provider.

32. EQUIPMENT, MACHINERY, CONSUMABLES

- 32.1. The Service Provider shall procure, install and commission all NAT Screening and related Equipments / machinery, devices, apparatus, facilities and all other support and ancillary infrastructure as necessary for development, operations and maintenance of the NAT Lab.
- 32.2. The Service Provider shall not install any old, refurbished or second hand equipment / machinery. Further, all the Equipment installed should be state of art and should be in accordance with Good Industry Practices.
- 32.3. The NAT Screening and related Equipments / machinery for the NAT Lab / NAT Screening services should be planned as per the following parameters:
- (a) The Equipment should be as per the NAT Screening services to be provided in terms of quality and anticipated work load.
 - (b) The Equipment should be able to meet the turnaround time requirements as mentioned in Performance Standards.
 - (c) The Equipment should have locally available service facility with uptime of more than 95%. Further, in case of critical Equipment where no standby Equipment are available, the uptime should be more than 98%
 - (d) The service engineers, consumables and spares for all Equipment should be readily and locally available. The Equipment may be planned for scale up depending upon the projected work load calculations. New Equipment shall be added upon full capacity utilization/ expiry of economic useful life of existing Equipment.
 - (e) The Equipment shall meet all standardization and safety norms as applicable at the time of purchase.
 - (f) The Equipments should be of good make with standards as per Good Industry Practices.
 - (g) The specifications of all the key Equipment to be procured would be compiled and put up to Authority for perusal prior to placement of the orders for the same. It is to be noted that the specification of Equipment should be as per the Good Industry Practices,
- 32.4. The Service Provider shall:

- (a) ensure that equipments are maintained and quality checks undertaken on a regular basis to ensure optimal quality outputs.
 - (b) ensure that at all times during the Term of the Agreement, all equipments, machinery, devices, apparatus and facilities are in running and working condition and are calibrated, upgraded or replaced from time to time according to their life span or its impending obsolescence and in compliance with the certification requirements of the concerned competent authorities. The disposable equipments, devices, apparatus will ordinarily be not reused and any reuse will be as per the QA / QC protocols.
 - (c) develop SOPs towards calibration and maintenance of equipments / machines as per the Good Industry Practices. Approval towards the same shall be sought from the authority prior to the commencement of services
 - (d) ensure uptime of all the equipment / machinery to be atleast 95% and in case of critical Equipment / machinery where no standby Equipment / machinery are available, the uptime should be atleast 98%.
 - (e) ensure availability of all necessary consumables, reagents, supplies and materials and that these are of standard or good quality certified by a nationally or internationally recognized organization as approved by the Authority and are not used beyond their expiry dates;
 - (f) obtain annual maintenance contracts for the equipments / machinery as per the annual maintenance programme.
 - (g) undertake periodic, routine, preventive maintenance and periodic up gradation of technology of the equipments, machinery , devices, apparatus, and other facilities to prevent its breakdown. The Service Provider shall maintain an account of the maintenance work carried out in log books
 - (h) obtain all permissions / approvals required for operating the equipments.
 - (i) undertake periodic inspection of the NAT Lab facility to determine its condition and for compliance with the performance standards, SOP / O&M manuals and annual maintenance programme.
 - (j) carry out the equipment audit on an periodic basis. The Service Provider shall submit a copy of the equipment audit report to the Authority.
- 32.5. The Service Provider shall maintain adequate inventory of all consumables. A “zero stock out” situation has to be maintained for all essential consumables during the entire Term of the Agreement. The Consumables shall not be reused except as expressly allowed by the Authority.
- 32.6. The Service Provider shall at all times during the Term of the Agreement keep the Equipments / machinery maintained in good running and working condition, in accordance with Good Industry Practice and required in this Schedule and the Agreement so as to ensure that Service Provider is able to provide the Services in accordance with this Agreement at all times during the Agreement Period.
- 32.7. The Service Provider shall submit periodic report showing the maintenance carried out with material deviation if any with respect to the annual maintenance plan and impact thereof on the uptime / availability / proper functioning of the Equipments / machinery and the response time in rectifying / repairing the same.
- 32.8. The Service Provider shall at its cost, plan for replacement, replenishment and renewal as the case may be of the Equipment / machinery well ahead of the time when the Equipment / machinery is reasonably expected to expire its operating life or its impending obsolescence and replace the Equipment / machinery in accordance with Good Industry Practice so as to ensure that the NAT Screening Services commensurate with the requirements of the Agreement, at all times

during the Term of the Agreement.

- 32.9. In case of Default in maintenance of equipments / machinery, penalties shall be calculated @ 2 % of the cost of such repair or rectification as estimated by the Authority for each day of delay until the default is cured.
- 32.10. In case Consumables / reagents / equipments, devices, apparatus used for NAT Screening are not appropriate as per the Quality report of the Experts then penalty @ 0.2 % of Performance security will be charged for each day till the fault is cured to a maximum of 10% & in that case it will be a event of default.

33. NAT SERVICES

- 33.1. The Service Provider shall collect the samples from all identified blood banks on daily basis and process their report twice in a day.
- 33.2. The samples will be collected by the Service Provider from the identified blood banks in such a manner that at least all the samples of the blood donated in the concerned blood bank till 6 am are collected latest by 10am on the same day and at least all the samples of the blood donated till 6 pm are collected latest by 10pm on the same day.
- 33.3. Notwithstanding the above provisions the stipulated timings for collection of samples may be revised in mutual consultation / agreement at the sole discretion of the Authority.
- 33.4. The NAT Lab will be suitably equipped and manned on a round-the-clock basis for receiving requisitions for NAT Screening services.
- 33.5. The Blood Banks shall be manned and equipped to issue requisitions along with donated blood samples for NAT Screening during the stipulated time period and shall properly handover all donated blood samples collected during the time period specified and obtain a receipt of the same.
- 33.6. The spoiled samples (samples unsuitable for testing) shall be promptly informed within 6 hours of collection to the concerned Blood bank through online information management system; else it will be assumed that the samples are fit for testing.
- 33.7. The Service Provider shall deploy Protocol for accurate identification, labeling and reporting of samples in mutual consultation and agreement.
- 33.8. The Service Provider shall ensure best quality of NAT Screening testing and protocols to integrate all facets of NAT Service delivery in a seamless manner. This will include QA for NAT assays including assay validation, establishment of acceptance criteria and specifications, and adherence to good manufacturing/laboratory practices
- 33.9. Analytical sensitivity of assay run on the system should be equivalent or better than 95% Detection Limit for routine testing.
- 33.10. Test Assay should be able to detect minimum of HIV-1 Group M, Subtypes A, B, C, D, E, F, and G; and HIV-1 Group O HIV-II,
- 33.11. Test Assay should be able to detect minimum of HBV genotypes A, B, C, D, E, F, and G.
- 33.12. Test assay should be able to detect minimum of HCV genotypes A, B, C, D, E, F, and G.
- 33.13. The wrong reporting will have to be repeated at no extra cost. As regards to the

doubtful observations or incomplete study, a repeat investigation will be carried after review by Authority/HOD blood bank.

- 33.14. The NAT Lab shall allow HOD / authorized staff of the blood banks to have access to inspect, check testing & reporting of blood samples.
- 33.15. With regard to the technical aspects and conditions mentioned in this clause, the assessment shall be done by the Authority nominated Expert Representative and any comments / suggestions of the Expert will be implemented in mutual consultation.
- 33.16. The NAT Lab shall be a role model with single minded focus on accurate and quality NAT Screening of donated blood in blood banks and quality medical education in pathology/transfusion medicine at the attached medical college.
- 33.17. The NAT Lab and NAT services, under the Agreement, will offer professional ambience, uncompromising clinical quality at an acceptable cost and superior service in minimal turnaround time.
- 33.18. Penalty for delay in collection of samples: if the delay occurs in Collection of samples from the identified blood banks beyond the stipulated time as defined in the clause 32.2, penalty of 2% (two percent) of that estimated bill for those samples, for each completed hour of delay would be imposed and so deducted from the monthly bill or the performance security.

34. REPORTING:

34.1. Timings of report delivery:

- a) All reports shall be communicated electronically (digital reports) through the IT based MIS system and physically in hard copies within the Stipulated time.
- b) The Stipulated time for issuance of the duly validated digital report shall be latest by 10pm in the evening for the samples collected by 10am of the same day and at latest by 10am in the morning for the samples collected by 10pm of the previous day.
- c) The Stipulated time for physical delivery of the duly signed hard copies of the report to the respective blood banks shall be latest by 10am in the morning for the samples collected by 10am of the previous day and latest by 10pm in the evening for the samples collected by 10pm of the previous day. However the Service Provider shall endeavor to provide the hard copies of the report along with the digital report in soft copy.
- d) For instance if samples are collected by 10 pm in the evening of Nov 1, 2012, the digital reports would be communicated by 10.00 am on Nov 2, 2012 and hard copies by 10.00 pm of Nov 2, 2012. In case, stipulated time for report falls on a holiday, the hard copies will be provided by 10.00 am of the next working day.
- e) The NAT Screening result may however be available for the online view of the concerned blood banks within 2 hours of validated test results and report generation. In rare instance of the IT system failure the report would be sent by email/SMS as mutually agreed. This mechanism is only an exception handling mechanism and no way a routine measure.

34.2. Notwithstanding the above provisions the stipulated timings for issuance and receiving of digital and hard copies of the reports may be revised in mutual

consultation / agreement at the sole discretion of the Authority.

- 34.3. Blood banks will make proper arrangements for receipt and accounting of the hard copies of test reports at their premises by the on duty personnel of their establishments so that there is someone to receive the reports from the agents of Service Provider and reports are not delayed or returned on account of refusal to receive.
- 34.4. Mistakes, improper reports if any would be brought to the knowledge of the Service Provider / Authority Representative by the concerned blood banks.
- 34.5. The Service Provider shall develop a suitable mechanism to measure, document and report performance indicators as per the requirements detailed out in the Agreement.
- 34.6. Penalty for Late report: if delay occurs in electronic reporting (i.e. Through web based online Information management system) beyond the stipulated time as defined in the schedule-1, penalty of 2% (two percent) of that reports's bill for each completed hour of delay would be imposed and so deducted from the monthly bill or the performance security. Similarly, if delay occurs in physical delivery of hard copies of the validated tests results beyond the stipulated time as per the schedule 1 penalty of 2% (two percent) of that report's bill for each complete hour of delay would be imposed and so deducted from the monthly bills / performance security. For the avoidance of doubt in case of partial reports (electronic or physical) penalty shall be calculated and levied on the unreported samples. No penalty may be levied on the delays for spoiled samples intimated within the prescribed time to the concerned Blood bank through information management system.

35. QUALITY ASSURANCE AND QUALITY CONTROL (QA / QC)

- 35.1. The Service Provider shall ensure that equipments installed and material /consumables used at the NAT Lab and the calibration and maintenance of equipments / machinery at the NAT Lab is according to specifications as provided in the Agreement and as per the SOP / protocols approved and communicated in writing by the Authority otherwise. All NAT services undertaken shall be according to approved QA / QC manual including SOP /protocols and the service level specifications mentioned in this Schedule and the Agreement.
- 35.2. Regular maintenance and quality checks shall be undertaken by the Service Provider to ensure that good quality NAT Screening services and accurate and Reliable NAT screening test results / reports are provided as per the SOP / Protocols for quality assurance and quality control as approved by the Authority.
- 35.3. Control Samples: The Service Provider has to include manufacturer prescribed calibrators/control samples in each run of the fully automatic NAT Screening equipments / machines. The number and frequency of running such controls should be same as prescribed in the manufacturer's kit literature and as agreed by the Authority in the approved in Standard Operating Procedures. Any subsequent change required as per technological changes would be carried out and with approval of Authority.
- 35.4. Internal Quality Control: The Service Provider shall include the internal quality control samples in each run of fully automatic NAT Screening equipments /

machines, deployed for NAT Screening. Such internal samples would be provided by the HOD of the concerned blood bank or any quality manager (s) so designated by the Authority for this purpose. These samples would be known positive or known negative, i.e. known to the Blood bank but not the Service Provider or their agents. These samples would be quality control measure and would not be chargeable. In the instances where the report does not match the prior known sample results the entire run would be considered as invalid and would be repeated at the Service Provider's cost. It is understood that this may cause the delay in reports which attracts penalties. Such prescribed penalties shall be levied in such instances as well. Minimum of two positive and two negative control samples will be given for each run.

- 35.5. External Quality Control: Service Provider shall participate in External Quality Assurance System (EQAS) at specified intervals as per the approved protocols (Preferably once a month) with any reputed proficiency test organization (In India or outside India) acceptable to the Authority for external quality control of the samples. The cost towards the EQAS shall be borne by the Service Provider.
- 35.6. Accuracy: All reports shall be validated by the authorized signatory of the Service Provider.
- 35.7. Accreditations: The Service Provider shall obtain NABL accreditation within nine months of issue of Development completion certificate or any extensions thereof.
- 35.8. Penalty for Invalid NAT Screening tests / assay / report: for each Invalid test / assay / report, the sample(s) will be tested again at no additional cost. In case of Invalid tests / assay any deviation for more than tolerable limit as set by the expert committee a penalty / damages of Rs. 1 lakh per incidence shall be levied. Authority shall have a right to terminate the Agreement in case incidences of invalid tests / assays are more than the upper limit as set by the expert committee and Performance Security shall be forfeited in that case
- 35.9. Penalty for invalid NAT Screening tests / assays as per Quality control programme (Internal quality control and External Quality Assurance System): Any deviation for more than tolerable limit as set by the expert committee a penalty / damages of Rs. 1 lakh per incidence of invalid results / assays shall be levied. Authority shall have a right to terminate the Agreement in case the incidences of the invalid tests / assays / reports is more than the upper limit as set by the expert committee and Performance Security shall be forfeited in that case.
- 35.10. It is clarified that the Invalid batch will be reprocessed at no additional cost.
- 35.11. Service Provider shall ensure Accuracy and Reliability of the NAT screening tests as per the Applicable law and guidelines established by the national / international professional organizations.
- 35.12. The Authority or its Representative shall have right to inspect /audit the NAT Lab regularly particularly with respect to the staff training and competency requirements, proficiency testing, performance improvement, and quality control requirements. The Service Provider shall provide all the necessary records as may be required by the Authority Representative.
- 35.13. In case of failure to adhere to the QA / QC as per the Quality report of the Experts then penalty @ 0.2 % of Performance security will be charged and levied for each day till the fault is cured to a maximum of 10% & in that case it

will be a event of default.

36. MAINTENANCE OF RECORDS

- 36.1. The Service Provider shall document and maintain accurate records, database and reports as per applicable laws and as specified under the Agreement in a comprehensive and planned manner. The same shall be submitted to the Authority, as required from time to time. The same shall include, but is not limited to –
- a) Donor bag data and test results data
 - b) Inspection Monitoring and Audit Reports
 - c) Copies of periodic reports prepared and/or submitted as per provisions of the Agreement
 - d) Details of repair, replacement and maintenance activities undertaken at the centre
 - e) Statutory licenses, approvals and permits
 - f) Books of accounts, accounting records and supporting
 - g) Any other reports, as the Authority may intimate from time to time
- 36.2. The above records shall be made available for inspection by or on behalf of the Authority at all reasonable times. The records shall be kept at a secure location in a manner and in such form as to be capable of audit by the Authority or its representative
- 36.3. The records shall be maintained for a minimum period as required by law, subject to a minimum period as may be prescribed by the Authority.
- 36.4. At the end of the Term of the Agreement or upon termination, the Service Provider shall, at its own cost, deliver the Authority, in a manner and at such location as the Authority shall reasonably specify, all records which were in existence at the end of the Term of the Agreement (or, where those records are required by the statute to remain with the Service Provider, copies thereof) or such part of such records as the Authority may specify by notice to the Service Provider.

37. SECURITY AND CONFIDENTIALITY OF INFORMATION / NON- DISCLOSURE OF REPORT / INFORMATION

- 37.1. The Service Provider undertakes that it shall
- a) ensure security and confidentiality of information of the donor data,
 - b) hold the test report information in strict confidence and take all reasonable precautions to protect such information and
 - c) not disclose any such information or any information derived there from to any third person or agency and
 - d) make any use whatsoever at any time of such information except to internally evaluate its equipments and ,
 - e) not copy or reverse engineer any such information and

- f) not retain any such information on termination/expiry of the Agreement and will also remove all hard copy and softcopy information from its records/storage .

- 37.2. Confidentiality of all positive patients shall be maintained as per applicable laws
- 37.3. The Authority through its representatives will have sole right over the data / information generated by NAT Lab and NAT Services and shall not be given to any person or entity agency without the written approval of the Authority or his representative.
- 37.4. Intellectual property rights for data generated at the centre shall vest with the authority. Data generated at the centre shall be used only by the Authority or persons authorized by the authority for education, training, research, publication and other similar purposes.
- 37.5. The data / information generated on account of NAT screening of blood samples would be the exclusive property of the Authority and the Service Provider would provide access and administrative control to the Authority.

38. INFORMATION MANAGEMENT SYSTEM:

- 38.1. The Service Provider shall build a secure online real time web based management information management system (MIS) for NAT Lab/NAT services performance measurement and monitoring
- 38.2. The design, specifications, KPI and reporting mechanisms (type, frequency, format etc), monitoring mechanisms, security / authorizations etc of the web based information management system will be submitted along with the draft operation and Maintenance Manual for the approval of the Authority.
- 38.3. The Performance Measurement and Monitoring mechanism will be reviewed periodically and revised in mutual consultation to include any KPI or data or report required to effectively measure and monitor the NAT Services delivery and all activities connected thereof.
- 38.4. MIS for data collection, report generation, transmission, storage & archiving, tracking of samples, performance monitoring, penalties and all other activities as envisaged under this RFP shall be developed by the Service Provider at his cost and risk and further hosted in the server to be provided by the Service Provider.
- 38.5. The coverage and functionality of the MIS should be as per the Good Industry Practice. The MIS should include the features as outlined below:
 - a) Creation of data base and generation of all information and reports as required in the Agreement and for providing necessary information for monitoring and reviewing performance.
 - b) Provide and updation of all information on online real time basis of each sample collected, donor and blood bag data, NAT Screening test results, issue of blood and all other data as may be required for the efficient functioning of NAT Lab / NAT Services.
- 38.6. The specifications and testing of MIS shall be reviewed and approved by the Authority. The Authority reserves the right to get system audit of MIS done on a periodic basis through an independent agency to ensure adequate internal controls,

data integrity, security etc the costs towards audits will be borne by the Authority. Further, the Authority may require the Service Provider to provide an access to the MIS to its authorized person on an online basis to generate and obtain necessary information and data on operations with a view to review and monitor compliance with the Service Provider's obligations as per the Agreement.

- 38.7. MIS software should also be installed at the Authority's office or any other place as the Authority may desire for allowing access to the Authority's authorized persons to review all the information on online basis.
- 38.8. The Service Provider shall host the MIS server at the National Informatics Centre (NIC), Delhi or at any other location at Delhi, to be decided at the sole discretion of the Authority. For this purpose, the Authority shall enter into an arrangement / Agreement with hosting agency in consultation with the Service Provider for hosting / annual maintenance contract of the MIS server. The cost of server and charges if any on account of hosting, upkeep, annual maintenance contract, etc of MIS server shall be reimbursed to the Authority by the Service Provider.
- 38.9. The Service Provider shall also provide backup server as per Good Industry Practice.
- 38.10. Further, after installation and successfully commissioning of the MIS, the administrator password shall be provided to the Authority. Any subsequent changes in the MIS including master database, if any by the Service Provider shall be done only after obtaining an approval from the Authority.
- 38.11. The Service Provider shall be responsible for the security issues of the data and keep a complete security and process update for the application. The application and process updates will be adequately tested before deployment.
- 38.12. The Service Provider shall procure and install requisite hardware, licensed software. The procurements in this regard would be with adequate guarantee / warranty as per the Good Industry Practice.
- 38.13. Service Provider shall procure the necessary licenses for third party software, operating systems or database languages where ever required.
- 38.14. Service Provider shall procure the necessary Manpower for Information Management System at his cost. The Service Provider shall be responsible for maintenance, upkeep including up gradation whenever required of the hardware, software and server and shall obtain annual maintenance contracts for the hardware / software as per the annual maintenance programme during the Term of this Agreement.
- 38.15. The Service Provider shall make provision of full integration with Authority deployed hospital information management system as and when required. The Service Provider shall
 - a) ensure security integrity and continuous availability of data is maintained by taking all suitable measures.
 - b) privacy & confidentiality of data is maintained at all costs as under applicable law.
 - c) ensure that before connecting to the system the user's identity, authority level and security profile are verified
 - d) use audit trails to track, all activity of data editing and editing person at

all times in order to minimize the possibility of undetectable alteration of data.

e) ensure backup of the data is always available on demand.

38.16. Service Provider or any of its sub contractors or personnel shall not use, share, or distribute any information collected, retained in the MIS.

38.17. The Service Provider shall ensure data is duly checked and verified by employing standard procedures. All the incomplete entries / incorrect entries / errors in data will be duly completed / corrected and verified by the authorized person within well-placed authorization mechanism with audit trail.

38.18. The Service Provider shall provide the MIS data back-up on a periodic basis to the Authority.

38.19. The donor's data available would have to be made accessible through the systems available in the Blood Banks and adequate integration to this effect whatever required would be provided by the Service Provider. In addition, any subsequent changes in the internal IT systems of the Hospital and/ or blood bank would be appropriately integrated by the Service Provider to provide seamless data entry terminals and report access to the blood banks as and when required by HODs of the respective blood banks.

39. EDUCATION AND TRAINING

39.1. Residents of pathology i.e. Post Graduate students of pathology/ transfusion medicine will be posted to NAT lab for their regular training / research, for the periods prescribed by HODs of identified blood banks.

39.2. Post Graduate students would be allowed to do NAT Screening and reporting of donated blood samples under the strict supervision of reporting personnel (authorized expert / pathologist) of the Service Provider. When posted in the NAT lab, these residents would be under administrative control of the Authority.

39.3. The teaching / training / research and other academic activity will be facilitated at the NAT Lab and in no case will be obstructed.

40. TIMINGS AND HOLIDAYS

40.1. The NAT Lab shall be open round the clock for NAT Services / NAT Screening of the donated blood and shall not be closed except on the days and manner provided in the Agreement. The Authority shall decide and inform the Service Provider with regard to holidays when the NAT Lab shall not be required to provide for regular service.

40.2. The NAT lab may be permitted to be closed on National holidays, Sundays and other Holidays as declared by the Government of NCT of Delhi / Authority at the sole discretion of the Authority. Such a closure on the days and in the manner approved by the Authority will not be counted for any performance measurement and monitoring or penalty thereof. For the avoidance of doubt it is clarified that in case of emergency and urgent requirement of the NAT Screened blood the NAT Lab / NAT Services shall be available as if it is an essential service.

40.3. In case of emergency and urgent requirement of the NAT Screened blood, the Service Provider shall provide NAT screening services on priority through a rapid and effective

response and maintaining liaison with emergency services of the relevant agencies;

Schedule - II

Definitions and Interpretation

I. Definitions

1. 'Agreement' means the Agreement entered into / to be entered into between the Authority and the Service Provider.
2. 'Applicable Laws' shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directives of any Government Authority or person acting under any Government Authority and / or of any statutory authority in the Republic of India, whether in effect on the Effective Date of the Agreement or thereafter.
3. 'Applicable Permits' shall mean without any limitation, all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals, exemptions, sanctions, rulings, renewals and no objections required to be obtained from any Government Authority or any other authority, and/or maintained under the Applicable Laws in connection with or related to the performance of the Agreement.
4. 'Authority' means the Government of NCT of Delhi.
5. 'Good Industry Practice' means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a skilled, efficient and experienced Service Provider engaged in the same type of Services as envisaged under this Agreement and which would be expected to result in the performance by the Service Provider, of its obligations in accordance with the Agreement and Applicable Laws in reliable, safe, economical and efficient manner.
6. 'Medical Supplies' means and includes drugs, chemicals, reagents, medical and surgical sundries, consumables, medical aid accessories and appliances, implants, pharmaceuticals and any other items required for the provision of NAT Screening Services in the NAT Labs.
7. NAT Lab means NAT labs set up at LNH and /or GTB Hospital including any backup NAT Lab(s) set up at mutually agreed Hospital under this Project to provide the NAT Services.
8. 'Project' means the development, finance, operation, maintenance and management of NAT Screening Services in accordance with the provisions of the Agreement, and includes provision of all Services and equipment and Medical Supplies relating to or in respect of Scope of Work as per Schedule I.
9. 'Project Assets' means all physical and other assets relating to and forming part of the Project including but not limited to the Authority's assets (c) equipment and facilities (d) all rights of the Service Provider under the Agreement; (e) financial assets, such as receivables, etc.; (f) insurance proceeds; and (g) Applicable Permits and authorisations relating to or in respect of the NAT Screening Services.
10. 'Project Facility' means and includes Project premises, Hospital area, Project Assets, the services and utilities such as water supply, sewerage, storm water drainage, generator, electricity supply, lighting etc.
11. 'Selected Bidder' shall mean the Bidder selected / to be selected by the Authority for the Project after conclusion of the bidding process and to whom the Authority has issued / will issue the Letter of Award.
12. 'Services' means and includes services to be provided by the Service Provider as envisaged under the Agreement and Schedule 1.

13. 'Service Provider' means the Special Purpose Vehicle incorporated / to be incorporated by the Selected Bidder.
14. 'Special Purpose Vehicle' or 'SPV' shall mean the company under the Companies Act, 1956 to be incorporated/incorporated by the Selected Bidder, exclusively to carry out this Project.
15. 'Term' or 'Term of the Agreement' shall mean the duration beginning from the Effective Date up to the date of expiry or termination of the Agreement.

II. Interpretation

In the RFP, Agreement and Schedules, unless the context otherwise requires,

1. references to laws of India or Indian law or regulations having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
2. the headings or sub- headings are for convenience of reference only and shall not be used in, and shall not affect, the interpretation or construction of the Agreement and other bid documents;
3. the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
4. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
5. a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to;
6. a reference to any document, agreement, deed or other instrument (including, without limitation, references to the Agreement), means a reference to such document, agreement, deed or other instrument and to all annexures and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be;
7. any reference to day shall mean a reference to a calendar day;
8. references to a "business day" shall be construed as references to a day (other than a Sunday) on which banks in Delhi are generally open for business;
9. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
10. references to any date or period mean and include such date or period as may be extended pursuant to the Agreement;
11. materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognised standards;
12. words importing the singular number shall also include the plural and vice versa where the context requires;
13. notwithstanding the sub division of the documents into three separated sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with the Agreement so far as it may be practicable to do so;
14. 'Service Provider' and 'Selected Bidder' may have the same meaning depending on the context;
15. Priority of Agreements, Clauses and Schedules:

The Agreement, RFP, Schedules, Annexures and any other addendum issued by the Authority forming part of or referred to in the Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in the Agreement, the priority of the Agreement, RFP, Schedules, Annexures and any other addendum issued by the Authority forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a) The Agreement ;
- b) The Letter of Award dated_____;
- c) The Selected Bidder's / Service Provider's original Price Schedules;
- d) Addendum issued by the Authority pursuant to the RFP;
- e) RFP issued on_____;
- f) Schedules and Annexures forming part of the RFP.

ANNEXURE-I

(Refer Clause 7.1)

DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF NCT OF DELHI

No.F.8/_____

Dated:_____

BID FORM

‘OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED
BLOOD IN BLOOD BANKS IN DELHI’

Reference: RFP NO._____ dated.....

1. Name and full address of bidder.....
.....
.....
2. Write only that which is applicable Bidding Entity :
Company/Society/Trust/Partnership Firm/
Sole Proprietorship Firm /Limited Liability Partnership Firm
/Consortium
3. Details of Authorised Signatory
Name.....Designation.....
Address.....
.....
4. Details of Contact Person
Name Designation
Communication Address.....
EmailPhone No.Fax No.....
5. PAN Number of the Bidder.....
6. We (Name of Firm(s)) agree to abide by all the terms & conditions as mentioned in tender document
7. All bid documents are complete in all respect and have been duly signed.
8. We have enclosed Bid Security Deposit of Rs 2000000/ only (Rupees Twenty Lakhs only) in form of Bank Draft/Demand draft/FDR/Bankers Cheque /Bank Guarantee no..... dt..... of..... (Name of Banker) in favour of Director Health Services, Govt. of NCT of Delhi payable at New Delhi.

(Signature of Bidder)

With rubber stamp

ANNEXURE-II

(Refer Clause 7.1)

[Undertaking on 100 Rs Non judicial Stamp paper]

‘OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED BLOOD IN BLOOD BANKS IN DELHI’

To
The Secretary,
Department of Health & Family Welfare,
Govt. of NCT of Delhi
New Delhi

REFERENCE: For outsourcing of NAT screening of donated blood in blood banks
in Delhi (RFP _____ dated.....)

Sir

1. I,S/o/D/O /W/O..... R/O..... am fully and lawfully authorised to sign this undertaking on behalf of the bidders(Name of the firm, Regd. Address).....in regard of the tender ‘Outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi’ (Tender No.F.8/(F)/(12)/DHS/HC/2012/ DATED.....).
2. We
(Name of Firm) agree to abide by all the terms & conditions as mentioned in tender document RFP_____ dated.....
3. All bid documents are complete in all respect and have been duly signed.
4. We have enclosed Bid Security Deposit of Rs 20,00,000 only (Rupees Twenty Lakhs only) in the form of Bank Draft/Demand Draft/FDR no..... /Bank Guarantee of..... (Name of Banker) in favour of Director Health Services, Govt. of NCT of Delhi payable at New Delhi.

(Signature of Authorised Signatory)

With rubber stamp of the firm

ANNEXURE-III

(Refer Clause 7.1)

[FORMAT OF UNDERTAKING REGARDING NO CRIMINAL LIABILITY
ON RUPEES 100/- NONJUDICIAL STAMP PAPER]

‘OUTSOURCING OF NUCLEIC ACID TESTING (NAT) SCREENING OF
DONATED BLOOD IN BLOOD BANKS IN DELHI’

1. I,S/o/D/O /W/O..... R/O..... am fully and lawfully authorised to sign this undertaking on behalf of the bidders(Name of the firm, Regd. Address).....in regard of the tender for ‘Outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi’ (Tender No.F.8/ (F)/(12)/DHS/HC/2012/ dated.....)
2. I hereby submit that the bidding firm or any of its directors have never been blacklisted by any Government agency and there is no anticorruption/CBI case pending against the bidding firm or its directors by a state agency or central agency in a corruption or otherwise any criminal case.
3. I hereby submit that the firm or any of its directors have never been convicted in court of law.

(Signature of Authorised Signatory)

With rubber stamp of the firm

ANNEXURE IV

(Ref. Clause 4.3)

A. FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER

(Reference Clause 4.3 A of the Request for Proposal)

1. In support of the technical capacity, bidder should provide certificate(s) for appropriate category from its statutory auditor clearly stating the information in the format given below:

For Category i : The bidder should be a manufacturer of the NAT testing equipment for at least last five years (i.e. since 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12)

S.No.	Details of NAT Equipment installed	Date of installation (from - to)	Location and Address
1			

For Category ii : The bidder should be a hospital & operating & managing a licensed blood bank within the hospital for at least last five years (i.e. since 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) and having a valid NABH accreditation as on the date of submission of bid

SNo	Name, Registration Number, Location, Address of Hospital	Name, Location and Address of Blood Bank and license details for last five years	NABH Accreditation Certificate No., issue date and period of Validity	NAT Equipment operated and maintained if any (Equipment Details, Model, Sl. No, Date of installation)
1				

For Category iii : The bidder should be a medical testing laboratory in operation for at least last five years (i.e. since 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12) and having a valid NABL accreditation running continuously for last three (3) years i.e. 2009-10, 2010-11 and 2011-12.

SNo	Name, Location and Address of medical testing laboratory (s)	Details of operations for the last five years	NABL Accreditation Certificate No., issue dates and Validity periods for last three years	NAT Equipment operated and maintained if any (Equipment Details, Model, Sl. No, Date of installation)
1				

2. In addition to above, the applicant is also required to provide sale/purchase agreements or lease agreements, installation report(s) and AMC / CMC agreements (if applicable) for the above-mentioned NAT equipment.

B. FORMAT FOR FINANCIAL CAPACITY OF THE BIDDER(Reference Clause 4.3 B of tender document)

3. In support of the financial capacity, bidder should provide certificate(s) from its statutory auditor clearly stating the above information in following format.

ANNUAL GROSS TURNOVER OF THE BIDDER(S) (In Rs. crore)

S.No.	Name of the Bidder/ Partner	2009-2010	2010-11	2011-12
1	Bidder/Member 1			
2	Member 2*			

* For consortium only

4. The bidder should also provide audited financial statements (PL accounts, balance sheets) for the corresponding financial years.

Annexure-V

(Ref. Clause 7.1)

UNDERTAKING

We solemnly affirm that the Doctors / Technicians deployed by our firm -----

- shall possess the requisite necessary qualification and are competent to run the Medical Equipments and its accessories. Any consequent loss / damage to the machine or the patient due to improper handling of the equipments will be solely our responsibility and the Government of Delhi or any of its staff shall in no way be held responsible for it. The doctor posted to the NAT lab shall have valid registration with the Delhi Medical Council.

(Authorized Signatory of the Firm)

With rubber stamp

ANNEXURE VI. - JOINT BIDDING AGREEMENT

(Refer Clause 4.6.1)

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 2012

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- (A) DEPARTMENT OF HEALTH & FAMILY WELFARE, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI, represented by its Secretary Health and Family Welfare and having its principal office at Delhi Secretariat, IP Estate, Delhi 110002 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its tender document No. dated for ‘Outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi’ in _____ GNCTD hospitals in Delhi
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

* This should be modified by the Applicant according to its legal status namely a Society, Trust, Section-25 of Company Act

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Proposal document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, the SPV as per the terms of RFP will enter into an Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry/termination of Agreement.
- (b) All the lead members will have to meet the Technical Capacity pre-qualification criteria on its own capacity.
- (c) Party of the Second Part shall be the Member of the Consortium;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the tender document, and in accordance with the Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the law of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage Agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
- (e) The members will comply with equity requirements during the Term of Agreement as per the RFP.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Agreement is case the work is awarded to the Consortium. However, in case the Consortium is either not pre-qualified or does not get selected for award, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED
DELIVERED

SIGNED, SEALED AND

For and on behalf of

LEAD MEMBER by:	SECOND PART by
-----------------	----------------

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Power of Attorney for Lead Member of Consortium

Whereas the Department of Health & Family Welfare, Government of NCT of Delhi (“the Authority”) has invited applications from interested parties for the ‘Outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi’).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the tender in accordance with the terms and conditions of the tender and other connected documents in respect of the tender, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s having our registered office at, M/s (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For (Signature)

..... (Name & Title)

For (Signature)

..... (Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power thereunder on behalf of the Applicant. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure VII B

Power of Attorney for Authorized Signatory (for signing of Bid and the Agreement)

This form is to be submitted only by the Bidder/ Lead Member, in case of Consortium.

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. Power of Attorney executed and issued outside the territory of India is to be consularized by the Indian Embassy and notarised in the jurisdiction where this Power of Attorney is being executed)

Know all men by these presents, I/We, _____ (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 bid for the "Outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi" (the Project) Project of the Department of Health & Family Welfare (Authority), including but not limited to signing and submission of all bids and other documents and writings, participating in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20xx

FOR.....

Signature _____

(Director)

Name of the Person : _____

Address

Seal of the Entity :

I Accept _____

(Signature of the Attorney)

(Name, Title and Address of the Attorney)

(Director of the Lead Member) _____

I hereby attest and identify the signatures of our Attorney above-named.

Signature _____

(Director)

Name of the Person : _____

Address

Seal of the Entity:

[Notarised]

Name, Sign and Seal of the Notary

Witnesses:

1.

2.

Notes:

- 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 / organizational/ constitutional documents of the executants (s) and when it is so required, the same should be under common seal/seal of the entity affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit, for verification, the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- The Power of Attorney should be duly supported with the enabling Board Resolution of the executant
- .For a Power of Attorney executed and issued overseas, the document will also have to be consularised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be consularised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure VIII

(Ref. clause 6.1)

MODEL BANK GUARANTEE FORMAT FOR BID SECURITY

To

The _____

WHEREAS

(name and address of the bidder) (hereinafter called “the supplier”) has undertaken to bid for the tender no..... dated to provide the establish and run the NAT Lab for ‘Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi’ (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bid security in the form of bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the tender terms and conditions;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs 20 Lakhs (Rupees Twenty Lakhs only), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the tender terms and conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the day of, 20.....

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

.....
Name and designation of the officer

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

ANNEXURE-IX

(Ref. clause 8.1)

FORMAT FOR PRICE BID

(To be submitted in sealed envelope superscribed 'BIDS FOR OUTSOURCING OF
NUCLEIC ACID TESTING (NAT) SCREENING OF DONATED BLOOD IN
BLOOD BANKS IN DELHI' only)

SNo	Item	*Rate in Indian Rupees exclusive of service tax	
		(In Figures)	(In Words)
1	NAT Screening Rate per sample of donated blood tested

* The rate quoted should include all applicable taxes except service tax

Service tax as applicable will be paid by the department.

(Signature of Authorised Signatory)

With rubber stamp of the firm

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Bank Guarantee No.:

Dated: _____

Issuer of Bank Guarantee:

(Name of the Bank)

(hereinafter referred to as the “Bank”)

Beneficiary of Bank Guarantee:

Department of Health and Family Welfare, Government of NCT of Delhi

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance of the Special Purpose Vehicle formed by the Selected Bidder (Service Provider) , during the Term of the Agreement in respect of the Agreement (hereinafter referred to as the “Agreement”) to be executed amongst the Department of Health and Family Welfare , Government of NCT of Delhi (“hereinafter referred to as the “Authority”) to provide the establish and run the NAT Lab for ‘Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi’, provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Bank and the Authority and is not dependent upon execution or performance of any Agreement between the Authority and _____(name of the SERVICE PROVIDER).

Operative part of the Bank Guarantee:

At the request of the Selected Bidder, we _____,
(name and address of the bank), hereinafter referred to as the “Bank”), do hereby unconditionally and irrevocably affirm and undertake that we are the Guarantor and are responsible to the Authority i.e. the beneficiary on behalf of the Service Provider, upto a total sum of Rs. ____ (Rupees ____ Only), such sum being payable by us to the Authority immediately upon receipt of first written demand from the Authority.

We unconditionally and irrevocably guarantee the due and faithful performance by the Service Provider of its obligations under the Agreement and agree and undertake to pay to

the Authority on an immediate basis, upon receipt of first written demand from the Authority and without any cavil or argument or delaying tactics or reference by us to Selected Bidder and without any need for the Authority to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform on the part of the Authority or to show grounds or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs.____ (Rupees _____ Only).

We hereby waive the necessity of the Authority demanding the said amount from the Selected Bidder prior to serving the Demand Notice upon us.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree with the Authority that the Authority shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by Service Provider, which are recoverable by the Authority by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Authority. We undertake not to withdraw or revoke this Guarantee during its currency/ validity period, except with the previous written consent of the Authority.

We unconditionally and irrevocably undertake to pay to the DHFW, any amount so demanded not exceeding Rs. _____ (Rupees _____ Only) notwithstanding any dispute or disputes raised by the Authority or anyone else in any suit or proceedings before any dispute review expert, arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Authority, shall be a valid discharge of our liability for payment under this Guarantee and the Authority shall have no claim against us for making such payment.

In order to give effect to this Guarantee, DHFW shall be entitled to act as if we were the principal debtor.”

We undertake not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and we declare and warrant that we have the power to issue this Guarantee and the undersigned has full powers to do so on our behalf.

Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. ____ (Rupees ____ Only).

This unconditional and irrevocable Bank Guarantee shall be valid w.e.f. _____to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Authority serves upon us a written claim or demand on or before _____.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Annexure-XI

(to be executed on a non-judicial stamp paper of Rs.100/-)

INDEMNITY BOND

This Indemnity Bond is executed on this _____ day of _____ by
Shri _____ s/o Shri _____ resident of
_____ in favour of Department of
Health & Family Welfare, Government of NCT of Delhi

2. The executant is the Proprietor/Partner/Director/..... of M/s _____
_____ situated at _____
_____ and has submitted bids to the Department of Health & Family Welfare,
Government of NCT of Delhi for the Request for Proposal on 'Outsourcing of Nucleic
Acid Testing (NAT) screening of donated blood in blood banks in Delhi'.
3. The executants and its above said firm undertake to indemnify the Department of
Health and Family Welfare, Government of NCT of Delhi the hospitals concerned and
the respective blood banks including State Blood Transfusion Council from any injury,
loss or damage caused to or suffered by any person or property, arising out of or
relating to conduction of NAT testing of the donor/pool testing and the consequential
claim or claims shall be borne by the executant who hereby indemnifies and safeguards
the Department of Health and Family Welfare, Government of NCT of Delhi the
hospitals concerned including the respective blood banks and State Blood Transfusion
Council in respect of any of such claim or claims.

EXECUTANT

AGREEMENT

This AGREEMENT ("Agreement") dated this [■] day of [■] 20xx ("Effective Date") is entered into at _____ by and between:

1. The Lieutenant Governor of Government of NCT of Delhi, for and on behalf of the Government of NCT of Delhi, acting through its Department of Health & Family Welfare represented by Secretary and having its office at _____
(hereinafter referred to as "Authority") of the FIRST PART;
AND
2. [insert name of the Service Provider], a company incorporated under the Companies Act, 1956 and having its registered office at [insert address] (hereinafter referred to as the "Service Provider", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through Mr. _____, the Authorised Signatory, as authorised vide Board Resolution dated _____ of the SECOND PART.

(Each of the parties of the FIRST and SECOND parts are hereinafter, as the context may admit or require, individually referred to as a "Party" and collectively as the "Parties").

Whereas

- a) The Authority had prescribed the technical and commercial terms and conditions, and invited bids (the "Request for Proposals" or "RFP" which term shall include written clarifications issued to the Bidders and written addendum to the Request for Proposal) from the Bidders. for Outsourcing of Nucleic Acid Testing (NAT) screening of donated blood in blood banks in Delhi' using [Nucleic Acid Amplification Technology(NAT)] on fully automatic machines (Project).
- b) After evaluation of the bids received, the Authority had accepted the bid of the [Insert the Name of the Selected Bidder/ Name of the Members of the Consortium] (Selected Bidder) and issued its Letter of Award No. [____] dated [____] (hereinafter called the "LOA") to the {Selected Bidder / Consortium} requiring, inter alia, the execution of this Agreement within ____ days of the date of issue thereof;
- c) The Selected Bidder / Consortium has since promoted and incorporated the Service Provider as a company under the Companies Act 1956, and has requested the Authority to accept the Service Provider as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder/ Service Provider under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for executing the Project;
- d) By its letter dated [____], the Service Provider has also joined in the said request of the Selected Bidder / Service Provider to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder / Consortium including the obligation to enter into this Agreement pursuant to the LOA. The Service Provider has further represented to the effect that it has been promoted by the Selected Bidder / Consortium for the purposes hereof;
- e) The Authority has agreed to the said request of the {Selected Bidder / Consortium} and the the Service Provider, and has accordingly agreed to enter into this

Agreement with the Service Provider for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE - I Definitions and Interpretation

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in Schedule II of the RFP and the words and expressions defined in the RFP, Annexure and Schedules used therein shall have the meaning ascribed thereto in the RFP, Annexure and Schedules.
2. Interpretation of the Agreement shall be as per Schedule II of the RFP.

ARTICLE –II General

1. The Authority hereby engages the Service Provider, and the Service Provider hereby accepts the engagement to carry out the Services in accordance with the provisions of this Agreement, in consideration of the Authority making payments to the Service Provider in accordance with the provisions of this Agreement.
2. The Service Provider shall, in accordance with the terms of this Agreement and the RFP, perform and assume as part of its obligations under this Agreement, the Selected Bidder's obligations and risks.
3. The Authority shall make payments to the Service Provider in accordance with the provisions of the Agreement.
4. Scope of Services:
The scope of work and the Services to be provided under this Agreement shall be in accordance with the Schedule 1 of the RFP and other terms and conditions of this contract.
5. Standard of Performance:
The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, quality, efficiency and economy, in accordance with generally accepted professional and medical techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.
6. Law Governing Services:
The Service Provider 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 Service Provider, comply with the Applicable Law.

ARTICLE –III Representation and Warranties of the Parties:

1. The Service Provider hereby represents and warrants to the Authority that as on the Effective Date:
 - i. It is duly organized and validly existing under the laws of India and that it has been in continuous existence since incorporation;
 - ii. It has full power and authority to execute, deliver and perform its obligations under the Agreement and to carry out the Project;
 - iii. It has taken all necessary corporate and other actions under Applicable Laws and its Memorandum and Articles of Association to authorize the execution, delivery and performance of its obligations under the Agreement;

- iv. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities, or any order, writ, injunction or decree of any court or any legally binding order of any government authority, which in the aggregate have or may have adverse effect on its ability to perform its obligations and duties under the Agreement and undertake the Project in terms of the Agreement;
- v. It has the technical and financial standing and capacity to undertake and complete the Project;
- vi. No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Authority in relation to this Project contains or will contain any untrue, inaccurate or incorrect statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- vii. The obligations of the Service Provider shall be legally valid, binding and enforceable against the Service Provider in accordance with the terms of the Agreement;
- viii. The information furnished in the Bid by the Selected Bidder is true and accurate in all respects;
- ix. The execution, delivery and performance of the Agreement will not conflict with , result in the breach of, constitute a default under, or affect performance required by any of the provisions of its Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- x. There are no actions, suits, proceedings or investigations pending, or to the best of the Service Provider 's knowledge, threatened against it before any court or before any judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under the Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties, assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under the Agreement;
- xi. The Service Provider hereby expressly covenants and agrees that, throughout the Term of the Agreement, it shall only use the Project Facilities and Project Assets strictly in accordance with the terms and conditions of the Agreement.
- xii. It shall use the Project Facilities and Project Assets only for the objectives and purposes identified and agreed to by the Parties, in terms of the Agreement.
- xiii. It shall not do or permit to be done on the Project premises thereon, any activities, which may be contrary to any Applicable Laws and; it shall in enjoyment of its rights and fulfilment of its obligations under the Agreement, always comply with the Applicable Laws.

- xiv. In the event at any time after the date hereof, any event or circumstance comes to the attention of the Service Provider that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then the Service Provider shall immediately notify the Authority of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or adversely affect or release any obligation of the Service Provider under the Agreement.
- xv. The Service Provider shall not provide for or amend its Memorandum of Association and Articles of Association in such a way that it conflicts with the terms and conditions of the Agreement, during the currency of the Agreement.
- xvi. The Service Provider shall not assign this Agreement or any right or obligation arising under this Agreement without the prior written approval of the Authority, other than as provided in this Agreement.
- xvii. The Service Provider shall not sub-contract any of its Services without prior written approval of the Authority, other than as provided in this Agreement.
- xviii. It is understood and agreed that the Service Provider has, by careful examination, satisfied itself as to the nature and location of the Project and Hospitals, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the Project, the general conditions prevailing therein and all other matters which can in any way affect the Project under the Agreement.
- xix. The Service Provider represents that the Service Provider has evolved and prepared a draft development plan at its cost, and has submitted the same to the Authority along with the copy of LOA returned after signing for its review. The development plan became final only after it received the final written approval of the Authority and the Hospital, or after the deemed approval of the Authority and Hospital as per Schedule 1.
- xx. The Service Provider shall obtain and maintain in force, on and from the Effective Date and during the Term thereof, all insurance in accordance with the provisions of the Agreement and Good Industry Practice.
- xxi. The Service Provider undertakes that it shall comply with all Applicable laws including the following labour laws. The Service Provider shall also ensure that its sub contractors' also comply with all the applicable labour laws in connection with persons employed for this Project.
 - a) The Service Provider and its sub-contractors shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 and the Rules made thereunder.
 - b) The Service Provider and its sub-contractors shall comply with the provisions of the Payment of Wages Act, 1936 and the rules thereunder.
 - c) The Service Provider and its sub-contractors shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour

(Regulation and Abolition) Central Rules 1971 as modified from time to time, where ever applicable.

- d) The Service Provider shall be responsible for the safety of all employees directly or through sub-contracts employed by it.
 - e) For the purposes of all Applicable Laws, the Service Provider shall be deemed to be the principal employer of all workers working at the Project. The Service Provider indemnifies the Authority and Hospital from and against any claim under any of the Acts or Rules there under mentioned in this clause or any other Applicable Laws .
2. The Authority hereby represents and warrants to the Service Provider that as on the Effective Date:
- i. It has full power and authority to execute, deliver and perform its obligations under the Agreement;
 - ii. It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of the Agreement;
 - iii. The obligations of Authority under the Agreement will be legally valid, binding and enforceable against the Authority in accordance with the terms of the Agreement;
3. Disclosure
- i. In the event at any time after the date hereof, any event or circumstance comes to the attention of either Party that renders any of its abovementioned representations or warranties untrue, inaccurate or incorrect, then such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of (i) remedying any breach of the representation or warranty that has been found to be untrue, inaccurate or incorrect; or (ii) adversely affecting or release any obligation of either Party under this Agreement.

ARTICLE –IV COVENANTS OF THE PARTIES

- 1. To Setup the NAT Lab and to provide NAT Services the Service Provider shall under take to develop the premises (including but not limited to renovation, furnishing, fittings and fixtures, air conditioning etc), procure and install brand new fully automatic NAT Screening & allied /related equipments with all accessories and machines like refrigerators procure qualified experienced skilled medical, non-medical and other manpower / staff and impart adequate training, procure professional liability, product liability & other insurance policies, procure & deploy necessary IT systems including hardware and software, run the valid NAT screening tests and undertake all such activities required to set up and make the NAT lab fully functional & provision of fully fledged NAT services.
- 2. The “Development Period” shall be a period of 2 (two) months after handing over the premises along with water and electricity provision, wherein the Service Provider acknowledges that it shall be required to take all necessary/ mandatory approvals,

licenses, clearances, permits, sanctions etc and setup, operate, maintain and manage NAT Lab at its own cost and risk .

3. The Development Period may however be extended at the sole discretion of the Authority.
4. The Authority will issue a Development completion certificate upon satisfactory setting up of NAT Lab and satisfactory test run of NAT Services including valid NAT screening test run. The Authority agrees that in case Development is achieved before completion of two (2) months, then the Authority on its sole discretion and upon its satisfaction may issue Development completion certificate.
5. Operation and Maintenance Period shall commence from the date of issue of Development Completion Certificate by the Authority, whereupon the Service Provider will immediately commence NAT Services and end at the Date of termination.
6. The Service Provider shall prepare and evolve, not later than 15 (fifteen) days after the signing of the Agreement, a draft Plan Operation and Maintenance Manual ("O&M Manual") at its cost, and submit the draft of the O&M Manual to the Authority for its review. The O&M Manual will become final only after it has received the final approval of the Authority. Within a period of 10 (ten) days from the date of receipt of the O&M Manual, the Authority shall revert to the Service Provider with its comments and suggestions (if any) on the O&M Manual, which shall be implemented and the O&M Manual shall be re-submitted within 5 days for approval of the Authority. If the Authority fails to approve the re-submitted O&M Manual within 10 (Ten) days of the re-submission, it will be considered as deemed approval of the O&M Manual. The standard operating procedures and protocols (SOP) will be part of the manual. The SOP will be reviewed periodically and revised in mutual consultation. In case the draft O&M manual is not submitted or resubmitted within the stipulated time then in that case penalty will be levied @ 0.1 % of Performance Security for each day of delay till a maximum of 10% & in that case it shall be considered as Service Provider's Event of default.
7. During the Operation and Maintenance Period the Service Provider shall be responsible, at his own cost, for the overall operations, maintenance and management of NAT Lab including but not limited to maintenance and repair works and minor alterations; maintenance, repair and renewal/ replacement of the equipments; cleaning and sanitization of the NAT Lab and infectious disease control within the NAT Lab; safety and security of persons and property within the NAT Lab; and management and disposal of all biomedical and other waste produced in the NAT Lab.
8. During the Operation and Maintenance Period the Service Provider shall be responsible to carry-out the NAT Services envisaged under this Agreement including but not limited to collection of blood samples from the blood banks identified & included under the scope of this Agreement, hire and supervise the qualified and experienced manpower suitably trained and skilled to conduct NAT screening, operate & maintain the equipments, observe Universal precautions and Infection Control practices as per the Good Industry Practice, conduct NAT Screening, and provide validated test results through a secured web based information management system and hardcopies.
9. The Service Provider shall provide all other support services that are ancillary to the NAT services including but not limited to documentation and management of records and data as per protocol, transportation services for collecting blood samples from

blood banks to the NAT Lab, management and maintenance of all hardware and software related to the NAT Services, including MIS (information management system) software and undertake all such activities required to for providing full fledged NAT Services delivery.

10. Any installation of NAT testing equipment made by the Service Provider within the specified NAT Lab in respect of the tender shall be deemed to be the property of the Hospitals and the Service Provider relinquishes all his rights in such property in favor of Hospitals and the Authority.
11. The Service provider agrees that the space/premises provided for setting up of NAT Lab shall remain the property of the Authority.
12. The Service Provider shall also furnish to the Authority such other information as the Authority may reasonably require, at specified intervals, in discharge of its statutory functions including the Authority's statutory obligations under the Right to Information Act.
13. An online real time web based system for NAT Lab/NAT services performance measurement and monitoring including but not limited to collection and samples and capture of donor and blood bag data, reporting of the NAT screening results, reporting of Key Performance Indicators (KPI) including quality parameters and penalties imposed if any will be developed and deployed by the Service Provider along with the information management system. The design, specifications, KPI and reporting mechanisms (type, frequency, format etc), monitoring mechanisms, security / authorizations etc of the web based system will be submitted along with the draft operation and Maintenance Manual for the approval of the Authority. The Performance Measurement and Monitoring mechanism will be reviewed periodically and revised in mutual consultation to include any KPI or data or report required to effectively measure and monitor the NAT Services delivery and all activities connected thereof.
14. For the purpose of inspecting, monitoring, supervising the NAT Lab/ NAT Services (including NAT Screening) and the performance of the Selected bidder's Obligation and discharge of rights and obligations of the Authority, the Authority may nominate a officer or a committee (Expert Committee) constituting of one or more of its officers including experts (internal and / or external experts in the blood bank services / Pathology / Microbiology) as its representative and intimate in writing, such nomination to the Service Provider, clearly specifying the constitution and name(s) of such officer(s) with the specific tasks for which committee / Officer(s) would act as Authority's Representative. Any such committee may include Service provider's representative. Authority shall have the right to appoint an independent consultant at its own cost for the purposes of monitoring & supervising the performance of the Service Provider. Any instruction given by the Authority Representative(s) in writing shall be valid and binding on the Service Provider.
15. The close monitoring of Performance and Quality parameters will be done by an Authority Representative in coordination with blood banks included for NAT Services. A monthly report of all defaults and all penalties imposed will be compiled by the Authority Representative along with cumulative defaults and penalties of each kind and submitted to the Authority.
16. Besides online performance measurement and monitoring, inspection / auditing of the NAT Lab / NAT Services will be under taken periodically by the Authority Representative for observance of terms and conditions including quality of NAT screening tests. With or without giving prior notice, the Authority or its Representative

shall have the right to inspect, audit and monitor all or any part of the NAT Lab; all data /records; any equipment or material that is used as part of the NAT Lab or is used for providing NAT Services under this Agreement or any activity in relation to the development, operation, maintenance and management of the NAT Lab / NAT Services and report any non compliance in writing to the Service Provider and the Authority.

17. The Parties agree that any professional liability or product liability or any other liability that could arise on account of development, operations, maintenance and management of the NAT Lab and NAT Services thereof shall be the sole and absolute responsibility of the Service Provider and the Authority or any of its officers shall not have any liability in this regard. The Service Provider shall obtain, arrange and maintain adequate insurance cover for any such eventuality or against any other mishap at the NAT Lab and also indemnify the Authority in this regard. For the avoidance of any doubt any liability or claims arising out of false reporting and subsequent transfusion of such falsely reported blood shall be the sole responsibility of the Service Provider.
18. The Service Provider shall not sell or transfer any proprietary right or entrust any other third part to run the NAT Lab & NAT Services, under this Agreement.
19. Privacy, confidentiality and other ethical values of donor sample shall be maintained as per the Applicable laws and Good Industry Practices.
20. The Service Provider shall abide by all Applicable laws and directions of competent authority/statutory body during the Term of the Agreement.
21. The Parties agree that the service level specifications contained in this Agreement and the Schedule 1 are not exhaustive. Additional service level specifications shall be developed by the Service Provider in consultation with the Authority. The Service Provider shall prepare and evolve, not later than 15 (fifteen) days after the signing of the Agreement, a consolidated draft of service level specifications (Service Level Specifications) at its cost, and submit the draft of the (Service Level Specifications) to the Authority for its review. The Service Level Specifications will become final only after it has received the final approval of the Authority. Within a period of 10 (ten) days from the date of receipt of the Service Level Specifications, the Authority shall revert to the Service Provider with its comments and suggestions (if any) on the Service Level Specifications, which shall be implemented and the Service Level Specifications shall be re-submitted within 5 days for approval of the Authority. If the Authority fails to approve the re-submitted Service Level Specifications within 10 (Ten) days of the re-submission, it will be considered as deemed approval of the Service Level Specifications.
22. The Service Provider and the Authority shall consider annually whether the identified Service Level Specifications remain the most appropriate standard/specifications to ensure quality NAT Screening services and shall act reasonably in good faith in seeking to agree any amendments proposed by either party to the Service Level Specifications.
23. Service Level Specifications may be amended by the Authority from time to time in accordance with Good Industry practices and shall be adhered to by the Service Provider.
24. The Parties agree that the performance indicators, standards and reporting requirements contained in this Agreement and the Schedule 1 are not exhaustive. Additional performance indicators, standards and reporting requirements shall be developed by the Service Provider in consultation with the Authority. The same shall be approved by the Authority prior to the operationalization of the NAT Labs.
25. The Service Provider and the Authority shall consider annually whether the identified performance indicators and standards remain the most appropriate measure of the performance of the NAT Labs and shall act reasonably in good faith in seeking to agree any amendments proposed by either party to the key performance indicators and standards.

26. The performance indicators, standards and reporting requirements may be suitably amended / modified by the Authority in accordance with Good Industry Practices. The Service Provider shall ensure that NAT Labs implement and adhere to the same
27. The Service Provider shall develop the requisite reporting formats and finalise the same in consultation with the Authority. The Service Provider shall ensure that such reporting formats are approved and finalized prior to the commissioning of the NAT Labs.
28. The Service Provider shall submit reports (as per the approved reporting formats) with respect to the service level specifications, performance indicators, standards and reporting requirements and any other report as required in the Agreement and Schedule1.
29. The Service Provider shall also submit the relevant information / documents as may be required by the Authority for complying with the requirements under Right to Information Act 2005.

Article V - Payment, Taxes and Duties

1. In consideration of procurement of Services under this Agreement from the Service Provider, the Authority shall make payments to Service Provider as specified in the Agreement. The payments to be made by the Authority to Service Provider shall be as described herein and elsewhere in the Agreement. The consideration shall be in accordance with the Price Bid of the Selected Bidder.
2. Service Tax Registration number: The Service Provider undertakes that it has a valid Service Tax Registration number at the time of execution of the Agreement and all the payments by the Authority shall be made only after production of valid service tax number as applicable.
3. Unless otherwise specified in this Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws. For avoidance of any doubt, it is expressed herein that the Service Provider shall be responsible towards all charges towards import licence, toll, customs duties, import duties, business taxes, etc., that may be levied in accordance with the Applicable Laws in India on the equipment, machinery and any other materials (whether permanent, temporary or consumable) acquired for the purpose of this Agreement and on the services to be performed under this Agreement. Nothing in this Agreement shall relieve the Service Provider from its responsibility to pay any tax that may be levied in India on profits made by it in respect of this Agreement.
4. The liability for all taxes excluding Service Tax, both present and future as per the law shall be borne by the Service Provider. If the Service Provider fails to submit the proof of submission of returns and remittance of tax to the concerned tax department, the Authority reserves the right to deduct the necessary/applicable tax from the payments due to the Consultant. It is the responsibility of the Service Provider to pay all the prevailing taxes and any new taxes that may be levied in future.
Income Tax shall be deducted at the applicable rates, at source from the payments as per Income Tax Act and TDS Certificate shall be issued to the Service Provider on a quarterly basis.
5. If the Service provider suffers (or will suffer) delays or incurs (or will incur) additional costs or loss in revenue resulting from a fresh imposition of a tax or duty that was not in existence on the date of commencement of the NAT screening services., the Service Provider shall give notice to the Authority. After receipt of such notice Authority may at its sole discretion make any adjustment to the Term of the Agreement. The Term of the Agreement shall be adjusted taking into account any increase or decrease in the costs resulting from fresh tax or duty specifically in relation to the Project, made after the commencement of the NAT screening services. The guiding principle in the operation of

this Article shall be so as to place the Service Provider in subsequently the same legal, commercial and financial position as it was prior to such fresh imposition of tax or duty.

6. It is specially clarified that a change in the rate of a tax or duty etc. shall not be considered a fresh imposition of tax or duty for the purpose of this Article if the tax or duty etc. itself was in existence on or prior to the commencement of the NAT screening services and the Service provider shall pay all applicable taxes, duties, levies, as per the Applicable Laws irrespective of any such adjustments in the Term of the Agreement.

ARTICLE –VI PERFORMANCE SECURITY

1. The Service Provider confirms, Selected Bidder having furnished a Performance Security before signing of this Agreement that the same shall be kept valid and effective in full force until the currency of this Agreement and also the Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations hereunder.
2. The Service Provider confirms Selected Bidder having furnished a Performance Security for the amount_____
3. The Service Provider acknowledges that the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate relevant amounts from the Performance Security any penalties in posed on the Service Provider as damages. Upon such encashment and appropriation from the Performance Security, the Service Provider will ensure that the Selected bidder shall, within 30 (thirty) days replenish the Performance Security as following; in case of partial appropriation, to its original level. In case of appropriation of entire Performance Security, the Service Provider will ensure that the Selected bidder provides a fresh Performance Security and the Selected bidder shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate this Agreement.
4. If any information furnished by the Service Provider is found to be incorrect or false at any time, the Agreement shall be liable to be terminated without any notice and the Performance Security shall be forfeited.
5. If at any stage the Service Provider deviates from the terms and conditions of the Agreement or his performance is found to be unsatisfactory, the Agreement shall be liable to be terminated without any notice and the Performance Security shall be forfeited.
6. If the Service Provider fails to render the contractual service in the prescribed manner and as per the terms and conditions within the time period specified in the contract, the performance security shall also be forfeited
7. The Performance Security shall be released only after vacating the premises and after the completion of all contractual obligations.
8. It is expressly agreed between the Parties that in case the Agreement is terminated due to Service Provider 's Event of Default , the Authority shall have the right to forfeit the and invoke the Performance Security .

ARTICLE –VII PENALTIES

1. Penalties shall be in accordance with the Schedule 1.
2. The Penalties payable by either Party to the other of them, as set forth in this Agreement and Schedule 1, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same.
3. Penalty for the delayed commencement of NAT Services: Upon failure to achieve satisfactory Development within the Development period and any extension thereof or delay in commencement of NAT services, a penalty of Rs 1,00,000 (One lac) per day shall be levied till the issue of Development Completion Certificate or commencement of NAT services as the case may be. If the delay continues for more than one month, the Agreement may be terminated at the sole discretion of the Authority and in that case Performance Security shall be forfeited.
4. In case delay in web based electronic reporting of the duly validated NAT screening test(s) results is more than 12 hours from the stipulated time of reporting, whether due to delay in sample collection, conducting NAT Screening tests, or reporting of validated test(s) result(s) or any reason other than the Force Majeure, besides the penalty applicable for delay in collection of samples and / or reporting as the case may be, the Authority may get the NAT Screening done from any other agency / source at the cost and risk of the Service Provider. The costs incurred on such NAT Screening will be recovered from the Monthly bills and/ or Performance Security.
5. Penalty for the Interruption of NAT Services: The Service Provider shall be under an obligation to continuously perform the NAT Services as envisaged in this Agreement and as per the Schedule 1 of this RFP (Scope of work and Specific Terms and Conditions). Any instance of failure of more than those defined in the Schedule 1 of RFP (Scope of work and Specific Terms and Conditions) would attract a penalty of Rs 2,00,000/- (Rs two lakhs only) per instance of such a failure. In case the failure extends beyond one day the failure instance would be counted as another instance for each failure day till the NAT services are resumed. In case the Service Provider provides continuous NAT screening services through its backup arrangements in accordance with the service level specifications / performance standards then in that case penalty may not be levied.
6. Delay in getting NABL Accreditation: In case of the Service Provider failing to get the NAT Lab NABL accredited in the 9 months or extensions if any, from the date of issue of Development Completion Certificate, a penalty of 10% of the monthly bills of all the identified and included blood banks shall be imposed for each month delay or part thereof till the NABL accreditation is obtained. In case of failure to get the NAT lab NABL accredited even after 15 months of issue of Development Completion Certificate, the Agreement will be liable to be terminated and Performance Security shall be forfeited in that case.
7. Penalty for Default in maintaining NABL accreditation (withdrawal / non-renewal of NABL accreditation: The Damages for each month of default in maintaining NABL accreditation shall be @ 10% of the monthly bills of all the identified and included blood banks till it is renewed / restored. Authority shall have a right to

terminate the Agreement in case NABL accreditation is not renewed / restored even beyond 6 months and Performance Security shall be forfeited in that case.

8. In case the Service Provider fails to vacate the premises within 30 days grace period of Termination, a penalty of Rs. 10,000/- per day will be imposed on the Selected bidder for such period till it physically vacates and hands over the possession to the concerned hospital. If Service Provider fail to hand over possession even after the expiry of 30 days grace period then in that case in addition to the penalty, Authority may get the premises vacated at the risk and cost of the Service Provider without prejudice to any other contractual rights and remedies available. In such a case the hospital administration will not be responsible for any loss/damage to the property of the Service Provider. Any other material default / non compliance by the Service Provider penalties upto @ Rs 5000 /- per day for each default / non compliance shall be levied till the default / non compliance is cured.
9. Penalties for under performance in services including inaccurate / invalid /wrong results rendered as per the Quality Report to be prepared by the Authority or its representative: Penalties / Damages shall be calculated keeping in view the level of underperformance.
10. All penalties and damages are to be charged and calculated independent of each other and separately for each NAT Lab set up under this agreement.

ARTICLE -VIII Confidentiality

1. The Service Provider, its sub-consultant and the personnel of either of them shall not, either during the term or within 2 (two) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Service Provider its sub-consultants and the personnel; and any other information which the Service Provider is under an obligation to keep confidential in relation to the Project, the Services, this Agreement ("Confidential Information") without the prior written consent of the Authority.
2. Notwithstanding the aforesaid, the Service Provider, its sub-consultants and the personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:
 - i. was in the public domain prior to its delivery to the Service Provider, their sub-consultant and the personnel of either of them or becomes a part of the public knowledge from a source other than the Service Provider, their sub-consultant and the personnel of either of them;
 - ii. was obtained from a third party with no known duty to maintain its confidentiality;
 - iii. is required to be disclosed by Law or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider, its sub-consultant 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 ;
 - iv. is provided to the professional advisors, agents, auditors or representatives of the Service Provider, as is reasonable under the circumstances; provided, however, that the Service

Provider, shall require their professional advisors, 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. **Data Confidentiality:** The Service Provider shall ensure secure data and backup of the same always available on demand. The Service Provider will provide the backup (daily progressive and weekly full) of data.. Data security and integrity should be maintained by the Service Provider by taking all suitable measures. It will include the necessary mechanisms for safeguarding the continuous availability, confidentiality and integrity of the data stored in the system. Privacy & confidentiality of all data shall be maintained at all costs as under law. The Service Provider or any of its sub-contractors or either of their personnel shall not use, share, or distribute any information collected and/or retained. Ensure that before connecting to the system the user's identity, authority level and security profile are verified. Use audit trails to track, all activity of data editing and editing person at all times in order to minimize the possibility of undetectable alteration of data.
4. The data will be duly checked and verified by employing mutually agreed standard procedures.. All the incomplete entries / incorrect entries / errors in data will be duly completed / corrected by the authorized person within well-placed authorization mechanism with audit trail.. It is expressly stated herein that the data as described herein is deemed to be the Confidential Information under this Agreement.

ARTICLE –IX PROCEDURE FOR ACCOUNTING,
BILLING & RELEASE OF PAYMENT

1. The Service Provider will submit monthly bills in triplicate, duly verified by the head of the blood bank (from where the blood samples are collected for NAT Screening) to the Medical Superintendent of that hospital concerned. The Service Provider shall attach duly certified computer print outs of the validated reports (of samples tested) along with the bills for verification. The Hospital will, in writing within 15 days of receipt of bills, inform the Service Provider of any deficiencies in the bills or about requirement of any report for confirmation which shall promptly be addressed by the Service Provider. The hospitals will endeavor to make payment by ECS into the account of the Service Provider within 30 days of receiving the verified bills. The period of payment shall be monitored closely by the Authority, to ensure timely payment to the Service Provider.
2. Where ever applicable the Authority shall withhold / deduct Income Tax at source under Section 194-C of Income Tax Act from the Service Provider of such sum, as per the TDS rates prescribed by the Government of India, as income tax on the income comprised therein and shall promptly provide to Service Provider, the appropriate certificate evidencing deduction of such taxes.

ARTICLE –X TERM OF THE AGREEMENT AND TERMINATION

1. The Term of the Agreement shall commence from the Effective Date. The Initial period of the Agreement would be for a period of two years subject to satisfactory performance. This may be extended upto maximum of another one year on quarterly basis by way of mutual consent and at such rate which is mutually agreeable and after considering the appropriateness of technology at that point in time and subject to satisfactory performance. The Service Provider shall ensure that the Performance Security is also extended according to the extended period.
2. In the event of early Termination, the period of contract shall be limited to the period commencing from the Effective Date and ending with the Termination Date. In the event of the Term of the Agreement being extended by the Authority at its sole option, beyond the 2 years period in accordance with the provisions of this agreement, the Term of the Agreement shall include the period/ aggregate period by which the Agreement is so extended.
3. The premises provided by hospitals for NAT Services shall immediately revert back to the possession of the hospital upon termination of contract either upon completion of Term of the Agreement or upon early termination as the case may be. The Service Provider must hand over the vacant premises with in a grace period of 30 days from date of Termination.
4. Termination by default: Authority without prejudice to any other contractual rights and remedies available to it, may by written notice of default sent to the Service Provider, terminate the Agreement in whole or in part, if the Service Provider fails to deliver any or all of the NAT Lab / NAT Services as stated in the contract agreement or fails to perform any other contractual obligation(s) within the time period specified in the Agreement or within any extensions thereof granted by the Authority.
5. It shall be treated as the Service Provider's default if the cumulative sum of penalty on all defaults and all imposed or due penalties since commencement of operations goes beyond ten per cent of the realizable revenue on a year to year basis. The final decision of default will be at the sole discretion of the Authority.

6. Termination for insolvency: if the Service Provider or any of its member companies/entities becomes bankrupt or otherwise insolvent, the Authority reserves the right to terminate the Agreement at any time, by serving written notice to the Service Provider, without any compensation, whatsoever, to the the Service Provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue hereafter to the Authority.
7. Unless otherwise instructed, the Service Provider shall continue to perform its obligations under the Agreement to the extent the Agreement is not terminated.
8. At the end of the Term of the Agreement, all rights given under this Agreement to the Service Provider shall cease to have effect and the NAT Lab along-with all the immovable assets, in good and operational condition, shall revert to the Authority/ Hospitals without any obligation to Authority and/or Hospitals to pay or adjust any consideration or other payment to the selected bidder.
9. It is understood between the Parties that the movable assets, equipments and utilities are deemed to be vested in the Authority at all times during the currency of this Agreement. On sooner/ earlier termination of this Agreement for any reason whatsoever, the Service Provider shall in addition to the immovable assets also hand back the movable assets specifically the equipment, installations, unused stores (consumables and spares), hardware present within the NAT Lab in fully functional condition along with their AMC/warranty agreements without any obligation to Authority and/or Hospitals to pay or adjust any consideration or other payment to the Service Provider. For avoidance of doubt it is clarified that unless terminated at the end of the Term, upon termination of the Agreement, due to the Event of Default of the Service Provider , all the Project Assets, utilities and work-in-progress existing on the premises shall automatically vest in the Authority.
10. Upon termination the Service Provider shall handover perpetual rights to the Authority to use the application software.
11. It is clarified that no payments whatsoever will be payable to the Service Provider upon termination except for the payments due for the successful tests conducted till the expiry/termination as per the terms and conditions specified in this Agreement and the RFP document. In other words no payments will be made towards costs incurred towards setting up and running of the NAT Lab / NAT Services including the NAT equipments, consumables or any claim / liability or compensation.
12. Service Provider 's Event of Default: Each of the following events or circumstances, to the extent not caused by Force Majeure Event, shall be considered, as Service Provider 's Event of Default which, if not remedied within the Cure Period upon receipt of Notice of Intention to Terminate from Authority, shall provide Authority the right to terminate this Agreement:
 - i. The Service Provider becomes bankrupt or insolvent;
 - ii. The Service Provider is under liquidation.
 - iii. The Service Provider assigns the Agreement or any part thereof;
 - iv. The Service Provider abandons the Agreement;
 - v. The Service Provider persistently disregards the instructions of the Authority, or contravenes any provision of the Agreement.

- vi. The Service Provider does or permits to do any act, matter, deed or thing in violation of Applicable Law;
 - vii. The Service Provider fails to maintain insurance (s) as required under the Agreement;
 - viii. The Service Provider uses or permits or causes the use of the Project premises for purposes other than those specified in the Agreement;
 - ix. The Service Provider sets up or claims an interest in the Project Facilities and Project Assets contrary to the rights granted to the Service Provider through the Agreement and such right is adverse to the interest of the Authority ;
13. The Agreement may be terminated by any of the Parties at any time by either party by giving written notice of 120 days to other Party. However during the notice period the required NAT Lab / NAT Services shall continue to be provided by the Service Provider.
14. Apart from the above Clause 13 the Authority may also terminate the Agreement by following the below process-
- Notice of Termination: Without prejudice to any other rights or remedies which the Authority may have under the Agreement or under the Applicable Laws, upon the occurrence of a Service Provider's Event of Default or any of the events / conditions attracting termination of the agreement, the Service Provider shall be liable for the breach caused and consequences thereof and the Authority shall have the right to issue a Notice of Intention to Terminate. Upon the issuance of a Notice of Intention to Terminate, the Service Provider shall have the right to rectify or cure the breach within the Cure Period of 10 days (Cure Period). If the breach is not rectified by the Service Provider within the Cure Period, the Authority shall have the right to terminate the Agreement by issuance of a Termination Notice of 20 days.

ARTICLE –XI FORCE MAJEURE

1. For the purposes of this Agreement "Force Majeure" means an event occurrence in Delhi of any or all of the Non-Political Force Majeure Event, Indirect Political Force Majeure Event and Political Force Majeure Event described hereinafter which prevents the Party claiming Force Majeure (the "Affected Party") from performing its obligations under this Agreement and which act or event:-
 - A. Is beyond the reasonable control of and not arising out of the fault or negligence of the Affected Party or the failure of such Party to perform its obligations hereunder;
 - B. The Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care and
 - C. Has a materially adverse effect on the NAT Services.
2. Non-Political Force Majeure Events shall mean one or more of the following acts or events:
 - A. Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, earthquakes, landslides, floods, volcanic eruptions;
 - B. Strikes or boycotts (other than those involving the Service Provider, or their employees/ representatives or attributable to any act or omission of any of them) interrupting supplies and services to the NAT Lab / NAT Services for a continuous period exceeding 7 (seven) days in an Accounting Year, and not being

- an Indirect Political Event;
- C. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Service Provider in any proceedings for the reason other than failure of the Service Provider to comply with any Applicable Law or Clearances or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement by the Authority; or
 - D. Any other event or circumstance of a nature analogous to the foregoing, to the extent that insurance is available at a reasonable cost to cover the occurrence of any of the natural events. The Service Provider will ensure that it has insured itself against such risks.
3. Indirect Political Force Majeure Event shall mean one or more of the following acts or events by or on account of the Authority, Govt. of NCT of Delhi (GNCTD), GoI or any other Competent Authority (Competent Authority means under this document, any agency, authority, department, ministry, public or statutory Person of the Government of Delhi or Government of India, or any local authority, or any other sub-division thereof with authority over aspects of NAT Lab / NAT Services and having jurisdiction over all or any part of the NAT Lab / NAT Services and performance of all or any of the services or obligations of the Service Provider under or pursuant to this Agreement):
- A. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, rebellion, riot, religious strife, bombs or civil commotion, sabotage, terrorism which prevents functioning of the NAT Lab / NAT Services established and run by the Service Provider under this tender for a period exceeding a continuous period of 7 (seven) days in an Accounting Year;
 - B. Industry wide or state wide or India wide strikes or industrial action for a period exceeding a continuous period of 7(seven) days in an Accounting Year; or
 - C. Any public agitation which prevents running of the functioning of the NAT Lab / NAT Services established and run by the Service Provider under this tender for a period exceeding a continuous of 7 (seven) days in an Accounting Year.
4. Political Force Majeure Event shall mean one or more of the following acts or events by or on account of the Authority, GNCTD, GoI, or any other Competent Authority:
- A. Expropriation or compulsory confiscation, by any Competent Authority of any NAT Lab / NAT Services Assets or rights of the Selected bidder; or
 - B. Any unlawful or unauthorized or without jurisdiction, revocation of, or refusal to renew or grant without valid cause any consent or approval required by the Service Provider to perform their obligations under the Agreement provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider inability or failure to comply with any condition relating to the grant, maintenance or renewal of such consents or permits.
5. Exceptions Applicable to the Service Provider
- The Service Provider shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under this tender document other than the circumstances resulting from an event of Force Majeure:-
- i. Delay in performance by the Service Provider, subcontractor(s), agents and employees of the Service Provider; or
 - ii. Breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the contract.

6. Exceptions Applicable to the Authority

The Authority shall not have the right to consider any of the following circumstances to be an event of Force Majeure that would suspend the performance or excuse the non-performance of its obligations under the Agreement:

- i. the imposition of any blockade, embargo, import restrictions, rationing or allocation by the Authority or any Competent Authority; or
 - ii. any delay or difficulty in handing over the space for NAT Lab as a result of any intervention or directive of the Authority or any Competent Authority.
7. Effect of Force Majeure before the issue of Development completion certificate: Upon occurrence of any Force Majeure Event prior to the issuance of the Development completion certificate (Notice to Commence), the following shall apply:
- i. There shall be no Termination except as provided in clause 10 of this Article.
 - ii. The Development Period shall be extended by the period during which such Force Majeure event shall subsist and the Parties shall bear their respective costs arising out of such Force Majeure Event.
8. The Parties shall bear their respective costs and neither Party shall be required to pay to the other Party any cost arising out of any such Force Majeure Event;
9. Termination for Force Majeure Event
- A. If the Force Majeure Event subsists for a period of 270 (two hundred seventy) days or more within a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate the Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever.
 - B. Termination Payments for Force Majeure Events: Upon Termination of the Agreement under this clause, No Termination Payment to the Selected bidder shall be made by the Authority and the Service Provider will vacate the premises as per the terms and conditions of this tender.
 - C. Notwithstanding the provisions of this tender document, the selected bidder shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

ARTICLE –XII DISPUTE RESOLUTION

1. Save where expressly stated to the contrary in this document, any dispute, difference or controversy of whatever regarding the validity, interpretation, implementation or the rights and obligations arising out of, or in relation to, or howsoever arising under or in relation to this contract agreement between the Parties and so notified by either Party to the other Party (the “Dispute”) shall be subject to the dispute resolution procedure set out hereinafter.
2. Direct discussion between the Parties for Amicable Settlement of the Dispute: Any Dispute that may arise between them shall be first submitted for direct discussion between the Parties. For this purpose, the notice of Dispute (the “Notice of Dispute”) sent by one Party to the other Party under clause 1 of this Article shall be considered an invitation for direct discussion, and it should specify a reasonable time and venue for conduct of the conciliation / negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed if any. In the direct discussion proceedings, each Party shall be represented by officials or employees with sufficient knowledge and authority over the subject matter of the Dispute in order for the discussion to be meaningful. Authority may appoint a mediator / conciliator to

facilitate the Direct Discussions. The Party that has given the Notice of Dispute shall present an offer of a settlement, which may form that starting point of discussions between the two Parties during the proceedings.

3. Any Dispute which is not resolved amicably through direct discussion shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a single arbitrator, appointed by the Lt. Governor of Delhi.
4. Performance during Dispute: Performance of this Agreement shall continue during the settlement of any Dispute under this Clause. The provisions for dispute settlement shall be binding upon the successors, assigns and any trustee or receiver of either the Authority or the Service Provider.
5. Venue of arbitration: the venue of arbitration shall be the place from where the contract has been issued i.e., Delhi, India.

Article XIII- Insurance

1. Insurance during the Term of the Agreement: The Service Provider shall effect and maintain at its own cost, during the Term of the Agreement, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice.
2. Insurance Cover: Without prejudice to the provisions contained in Clause 1 of this Article , the Service Provider shall, during the Term of the Agreement, procure and maintain Insurance Cover including but not limited to the following:
 - A. loss, damage or destruction of the premises and fixtures handed over by the Authority to the Service Provider, at replacement value;
 - B. comprehensive third party liability insurance.
 - C. the Service Provider's general liability arising out of this Agreement;
 - D. liability to third parties for human life, goods or property damage;
 - E. workmen's compensation insurance;
 - F. professional indemnity insurance; and
 - G. product liability
 - H. Liability for claims arising out of wrong reporting and subsequently transfusion of such wrongly reported blood to the patients
 - I. any other insurance that may be necessary to protect the Service Provider and its employees, including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (f) above:
3. Notice to the Authority: Not later than [45 (forty-five) days] after issuance of the LOA, the Service Provider shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article . The Authority shall require the Service Provider to effect and maintain such other insurances as may be necessary pursuant hereto and in the

event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

4. Evidence of Insurance Cover: All insurances obtained by the Service Provider in accordance with this Article shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Service Provider shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Service Provider to the Authority.
5. Waiver of subrogation: All insurance policies in respect of the insurance obtained by the Service Provider pursuant to this Article shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.
6. Service Provider's waiver: The Service Provider hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Service Provider may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Service Provider pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.
7. Application of insurance proceeds: The proceeds from all insurance claims, except life and injury, shall be paid to the Service Provider and it shall, notwithstanding anything to the contrary contained in this Agreement, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Hospital.

Article XIV- Accounts and Audit

1. The Service Provider agrees and undertakes that during the subsistence of the Agreement, it shall maintain books of accounts recording all receipts including those on account of income receipt, payments, assets and liabilities in accordance with Good Industry Practice, instruction of the Authority and Applicable Laws.
2. The Authority shall have the right to inspect the records of the Service Provider during office hours and require copies of relevant extracts of books of account, duly certified by Auditors of the Service Provider, which the Service Provider shall be bound to provide to the Authority.
3. It is expressly agreed between the Parties hereto that for the purposes of this Article, the Authority may appoint an independent auditor at its discretion.

Article XV- Liability and Indemnification

1. General indemnity:

A. The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and State Government owned and/or controlled entities/enterprises, (“the Authority Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of Services by the Service Provider to any Patient/person,

2. Indemnity by the Service Provider

A. Without limiting the generality of the clause 1 of this Article, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Service Provider to comply with Applicable Laws and Applicable Permits;
- (b) any claim by the Patients against the Authority in respect of cases of medical negligence and / or under Consumer Protection Act, any vicarious liability, in connection with the Services provided by the Service Provider
- (c) any claim for, or in respect of, the death and/or personal injury of any employee of Service Provider or Authority, or person or any third party engaged by the Service Provider notwithstanding any act or omission of the Authority;
- (d) any physical loss of or damage to assets of any third party arising by reason of any act or omission of the Service Provider, save to the extent that such loss or damage arises out of the breach of any express provision of this Agreement by the Authority or any deliberate act or omission of the Authority; and
- (e) payment of taxes required to be made by the Service Provider in respect of the income or other taxes of the Service Provider’s contractors, suppliers and representatives; or
- (f) non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of its contractors which are payable by the Service Provider or any of its contractors.

3. Without limiting the generality of the provisions of this Article, the Service Provider shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Service Provider or by the Service Provider’s contractors in performing the Service Provider’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

Notice and contest of claims

In the event that Authority receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article (For the purposes of this Article herein called as the “Indemnified Party”) it shall notify the Service Provider (For the purposes of this Article herein called as the “Indemnifying Party”) within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior

approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

- Defence of claims**
- A. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.
- B. If the Indemnifying Party exercises its rights under clause A of this Article, the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:
- (a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
 - (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
 - (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:
- Provided that if Sub-articles (b), (c) or (d) of this Article shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

4. No consequential claims

Notwithstanding anything to the contrary contained in this Article, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect or consequential nature except as expressly provided in this Agreement.

5. Survival on Termination

The provisions of this Article shall survive Termination of this Agreement

ARTICLE –XVI MISCELLANEOUS

1. The Service Provider acknowledges that it shall be deemed to have inspected the Project premises and be aware of the existing constructions, immovable assets, structures, installations etc., if any. The Service Provider shall not claim for any change on the Project Facilities after the Effective Date. The Service Provider hereby admits, agrees and acknowledges that the Authority has not made any representation to the Service Provider or given any warranty of any nature whatsoever to the Service Provider in respect of the Project Facilities including in respect of its usefulness, utility etc. or the fulfillment of criteria or conditions for obtaining Applicable Permits by the Service Provider for implementing the Project.
2. The Service Provider shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the movable assets including equipments and the Service Provider shall not have any right whether express or implied to bring any claim against, or to recover any compensation or other amount from the Authority in respect of the Project other than for those matters in respect of which express provision is made in the Agreement.
3. The Service Provider acknowledges and agrees that it is under an obligation to provide all the information required by the Authority or any other entity under the Right to Information Act, 2005, with respect to this Agreement and the Project. This provision will survive the termination of this Agreement.
4. **Governing Law and Jurisdiction:**
This Agreement and the RFP shall be governed by and construed in accordance with the laws of India and subject to this Article, the courts at New Delhi alone shall have exclusive jurisdiction on matters pertaining to or arising herein.
5. **Compliance to regulations and bye-laws:**
The Service Provider and the Sub-Contractor appointed or hired by the Service Provider shall at all times during the Term of the Agreement conform to the provision of all Applicable Laws relating to the Project and regulations and bye- laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and
6. **Illegal Gratification:**
Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Service Provider or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the Authority, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Authority shall, in addition to any criminal liability which it may incur, subject the Service Provider to the rescission of the Agreement.
The Service Provider or its representatives shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Authority and if he shall do so, the Authority shall be entitled forthwith to rescind the Agreement.
7. **Communications & Service of Notices:**
 - i. All notices, communications, reference and complaints made by the Authority or

the Service Provider concerning the Project shall be in writing.

ii. All notices, communications, reference and complaints shall be sent through Registered Post, Speed Post or shall be delivered personally in hand and shall be deemed to have been (unless there is evidence that it has been received earlier) given and received within 3 (Three) business days of the same being sent through Registered Post, Speed Post or on the same day if delivered personally in hand during the normal business hours of the Party to whom such notice or communication is being delivered. In addition, the notice shall also be sent by facsimile and email.

iii. All notices, requests, demands or other communication required or permitted to be given under this Agreement and the provisions contained herein shall be written in English and shall be deemed to be duly sent by registered post, or transmitted by facsimile transmission or email to the other Parties at the address indicated below:

(i) In the case of the Authority,
to: Attention: []
Add:
E mail: []
Facsimile: []

(ii) In the case of notices to Service Provider , to: Attention: []
Add:
E mail: []
Facsimile: []

8. Amendments:

No amendment or waiver of any provision of the Agreement, nor consent to any departure by any of the Parties there from, shall in any event be effective unless the same shall be in writing and signed by the Parties hereto and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

9. Variations:

Variations may be initiated by Authority at any time during the Agreement, either by instruction or by a request for the Service Provider to submit a proposal. The Service provider may, at any time during the Agreement Period, initiate a Variation, by submitting to Authority a written proposal which in its opinion will reduce the cost of development, maintaining or operating the Project or improve the efficiency or value to the Authority or otherwise be of benefit to the Authority or to rectify a divergence between any law or directive and the performance requirements. This includes introduction of new technology / equipment in future which is better in terms of output quality as well as economical. Authority shall, as soon as practicable after receipts of such proposals respond with approval, rejection or comments. If Authority approves a Variation, it shall proceed in to agree or determine adjustments of the Agreement Period and / or terms and conditions of the agreement. The Agreement and / or Agreement Period shall only be adjusted as expressly and explicitly stated in the Agreement and there shall be no other implied adjustments for any other reasons whatsoever. It is clarified that the Service provider shall not make any alteration or

modification of the Services / Project, unless and until Authority instructs or approves a Variation. If the development/ operation and maintenance procedures are not in accordance with this Agreement, the rectification, repair or remedy thereof shall not constitute a Variation.

10. No Waiver:

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege.

11. Severance of Terms:

If for any reasons whatsoever, any provisions of the Agreement are declared to be void, invalid, unenforceable or illegal by any competent arbitral tribunal or court of competent jurisdiction, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Agreement, which shall continue in full force and effect and in such event, the Parties shall endeavour in good faith to forthwith agree upon a legally enforceable substitute provision as will most closely correspond to the legal and economic contents of the unenforceable provision.

12. Language:

All notices, certificates, correspondence or other communications under or in connection with the Agreement or the Project shall be in English.

13. Assignment

Save and except otherwise permitted by the Agreement and specifically approved by the Authority, Service Provider shall not assign, transfer, mortgage, charge, sub-let, deal with, sub-contract, or otherwise grant rights in or over all or any of the rights, or all or any of its obligations or liabilities under the Agreement.

14. No Agency

The Parties agree that nothing in the Agreement shall be in any manner, interpreted to constitute an agency or partnership for and on behalf of any other Party and the relationship between the Parties is as a principal to principal and on an arm's length basis. Except as otherwise expressly agreed to, nothing contained herein shall confer, on any Party, the Authority to incur any obligation or liability on behalf of the other Party or bind the other.

15. Joint and Several Liability: The Selected Bidder and the Service Provider shall be jointly and severally liable for the performance under the Agreement .

16. Modification to Agreement to be in writing: In the event of any of the provisions of the Agreement requiring to be modified after the Agreement have been signed, the modifications shall be made in writing and signed by the Authority and the Service Provider . Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the Agreement or any of the terms thereof shall be deemed invalid and shall not be binding on the Authority unless and until the same is incorporated in a formal instrument and signed by the Authority and the Service Provider .

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Authority
Signed: [-----]
In the capacity of [insert title or other
appropriate designation]

For and on behalf of the Service Provider
Signed: [insert signature of authorized
representative(s) of the Service Provider]

In the presence of [insert identification
of official witness]

In the capacity of [insert title or other
appropriate designation]
In the presence of [insert identification of
official witness]

CHECKLIST OF DOCUMENTS

Part A – Pre-qualification bid

Document	Enclosed	No of pages	Remarks
i. Check List of documents submitted (Annexure XIII)	Yes/No		
ii. Bid Security as per Clause 6.	Yes/No		
iii. Bidder Detail Form (Annexure I) duly signed by Authorized Signatory in all respect.	Yes/No		
iv. Undertaking on Rs 100 Non judicial Stamp Paper binding the Bidder to the terms and condition of the RFP document (As per Annexure II)	Yes/No		
v. No Criminal Liability undertaking (as per format at Annexure III)	Yes/No		
vi. Certificates from statutory auditor about technical capacity and financial capacity as per format (Annexure IV)	Yes/No		
vii. In case of consortium, Joint Bidding Agreement as per format. It should declare the lead member who should fulfill the Technical prequalification criteria as per clause 4.3 (Annexure VI) (for meeting the criteria of financial capacity, joint evaluation will be done in accordance with clause 4.7)	Yes/No		
viii. In case of consortium Power of Attorney to authorize the Lead Member of Consortium (Annexure VII A) to sign the Bids.	Yes/No		
ix. Power of Authority for Authorized Signatory (Annexure VII B)	Yes/No		
x. List & addresses of Governing body members / Directors /Partners / Proprietor of the Bidder (of all Members, in case of Consortium)	Yes/No		
xi. Copy of Certificate of Incorporation under the relevant act/statute (Companies Act/ Society Registration Act etc.) along with memoranda /article of association/Trust Deed/ partnership deed, /proprietorship declaration as applicable	Yes/No		

xii.	Resolution of the company/authorisation by a person(s) competent to sign such authorisation allowing the signatory to sign the tender on behalf of the bidder(s)	Yes/No		
xiii.	Name, address / phone no of authorized signatory Copy of PAN card of the Bidder.	Yes/No		
xiv.	Copy of Income Tax Return of the Bidder for the previous three years (i.e. 2009-10 2010-11, and 2011-12).	Yes/No		
xv.	Copy of Audited Accounts Statements (including balance sheet and P & L Account) of last three financial years (i.e. 2009-10, 2010-11 and 2011-12) signed by the Statutory auditors.	Yes/No		
xvi.	Copy of NABH/NABL accreditation certificate	Yes/No		
xvii.	Service Tax Registration number. The Bidder shall give an undertaking that if it is awarded the LOA, the SPV (the Service Provider) it will incorporate shall apply for and obtain the same before execution of the Agreement. Any payment by the Authority under the Agreement will be made only after production of valid service tax number as applicable.	Yes/No		

CHECKLIST OF DOCUMENTS

Part B – Technical Bid

Document	Enclosed	No of pages	Remarks
1. Check List of documents submitted (Annexure XIV)	Yes/No		
2. Technical Proposal as per Clause 11.3 (Technical Evaluation). The Bidder shall write briefly about its proposal on the parameters and criteria of technical proposal assessment and in a manner which will facilitate objective evaluation of the technical proposal.	Yes/No		
3. Undertaking as per Annexure V regarding manpower.	Yes/No		
4. List of manpower and their qualifications.	Yes/No		
5. Technical details, relevant literature, product catalogue and all other information about NAT equipment etc. being offered for the NAT Services.	Yes/No		
6. List of equipment and technology to be setup.	Yes/No		
7. Credentials (i.e. list of clients and relevant projects)	Yes/No		