

Annexure X

Draft Concession Agreement

Part I

THIS AGREEMENT is entered into on this the day of, 20---

AMONGST

1. The Governor of Haryana acting through The ~~Director of Medical College/ Principal Medical Officer (PMO)/ Civil Surgeon (C.S) (wherever PMO is not posted~~ Director General Health Services, Haryana), (hereafter referred to as “~~the Medical College/District~~ Civil Hospital _____”), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of the First Part;

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AND

2. -----, having its registered office at -----
----, (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part;

WHEREAS:

(A) Health Department (HD), Government of Haryana (GoH) has taken initiatives to strengthen diagnostic services of health care delivery system in the state. The purpose of these initiatives is to improve the health status of the people of the state.

(B) As part of these initiatives, Government of Haryana has identified for establishment of Radiological Diagnostic Facilities in the selected Medical College (MC)/~~District Hospital~~ Civil Hospitals (DH) with the participation of private sector/NGOs for conducting radiological diagnostic tests like MRI and CT scan, the objective of this initiative is to have greater access of the people to quality diagnostic services at affordable cost. Accordingly, Government has decided to establish diagnostic facility under PPP in the selected Medical college/~~District Hospital~~ Civil Hospitals.

(C) The Government had prescribed the technical and commercial terms and conditions, and Invited bids from interested parties for undertaking the Project (as hereinafter defined) under Public Private Partnership (PPP) framework and in response thereto received proposals from several bidders including the Successful Bidder.

(D) After evaluation of the technical and financial bids received, the Government had accepted the bid of ----- (the “**Successful Bidder**”) and issued its letter of acceptance No.----- dated --/--/2014 (hereinafter called the “**LOA**”) to the Successful Bidder requiring, inter alia, the execution of this Concession Agreement within 60 (Sixty) days of the date of issue thereof.

(E) The Successful Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the HD to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project.

(F) By its letter dated --/--/2014, the Concessionaire has also joined in the said request of the Successful Bidder to the HD to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Successful Bidder for the purposes hereof

(G) The Government has agreed to the said request of the Consortium and the Concessionaire, and has accordingly agreed for the HD to enter into this Concession Agreement with the Concessionaire for execution of the Project on design, build, finance, operate and maintain DBFOM basis, subject to and on the terms and conditions set forth hereinafter.

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

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“**Agreement**” means this Agreement including schedules hereto, as of the date hereof and includes any amendment hereto made in accordance with the provisions hereof.

“**AMC/CMC**” means Annual maintenance contract/ Comprehensive Maintenance contract.

“**Applicable Laws**” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including the Act, judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“**Applicable Permits**” means all clearances, permits, authorizations, consents and approvals under or pursuant to any of the Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to transact in the facilities and services in accordance with this Agreement.

“**Appointed Date**” means the date on which the Concession Agreement comes into full force and effect in accordance with the terms outlined therein.

“**Arbitration Act**” means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“**CGHS**” Central Govt Health Scheme

“**Charges/Rates/Price**” means rates arrived after incorporating the discount/premium on Non-NABH/NABH (National Accreditation Board for Hospital and Health care Providers) CGHS (Central Govt. health scheme) rates (as applicable and prevalent from time to time) for radio diagnostics as applicable for Chandigarh.

“**CIVIL SURGEON**”/ “**CS**” means the Civil Surgeon of the District, wherever PMO is not posted.

“**Clearance**” means any consent, license, approval, registration, certification, exemption, permit, sanction or other authorization of any nature which is required to be granted by any Government Authority for the Project and for all such other matters as may be necessary in connection with the Project.

“**Competent Authority**” means the Government Agency responsible for regulating/regulating the operations of the Radiological Diagnostic Centre.

“**Concession Agreement**” means the contract entered into between the Contracting Authority and Preferred Bidder for implementing a PPP Project;

“**Concession Period**” shall have the meaning ascribed to it in Article 3.2 of this Agreement.

“**Concession**” shall have the meaning ascribed to it in Article 2.1 of this Agreement.

“**Concessionaire**” means the private entity to which a PPP Project is awarded in accordance with the Rules

“**Divestment**” Means to sell or dispose off as mentioned in Article 12 Divestment of Right and Interest

“**Encumbrance**” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Site.

“**Equipment**” Machine/MRI/CT magnetic resonance imaging / computerized tomography any other Equipment installed at Radiological Diagnostic centre as per agreement.

“**Financial Agreement**” Agreement between Government authority and Concessionaire on financial arrangement

“**Free cases**” means free cases/ identified patients as certified by the Director Principal of MC/Civil Surgeon/PMO/ Medical superintendent of the ~~District Hospital~~Civil Hospital.

“**Free Services**” means radiological tests to be conducted free of cost as described in Article 5.3

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a Project of the type similar to that of the Project.

“**Government Agency**” means GoH, MER, HD, DIRECTOR, CIVIL SURGEON, PMO or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the RH or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“**Government Hospital Patient**” All Patient who are Registered under Hospital IPD/OPD and hold a Hospital Registration slip

“**Hospital**” means Primary Health Centers/Community Health Centers/ Sub Divisional Hospitals and other Medical college/~~District Hospital~~Civil Hospitals of the Government of Haryana.

“**Lenders**” means financial institutions, banks, funds or trusts that provide or refinance the debt component of the cost of the Project including those providing working capital for the Project.

“**Material Adverse Effect**” means material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations

under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

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

“**Medico Legal Cases**” All Medico Legal Cases coming to The ~~District Hospital~~Civil Hospital/ Medical College

“**MER/HD/GoH**” means the Medical Education and Research/Health Department, Government of Haryana.

“**Monitoring Agency**” mean the DIRECTOR Principal of MC /CIVIL SURGEON/PMO Medical superintendent of the ~~District Hospital~~Civil Hospital under whose jurisdiction the ~~MC/DHCH~~ falls.

“**NABH/NABL**” National Accreditation Board for Hospital and Health care Providers / National Accreditation Board for Testing and Calibration Laboratories

“**PCPNDT Act**” means Pre Conception and Pre Natal Diagnostic Techniques Act (Prohibition of Sex Selection Act)

“**Performance Security**” means the bank guarantee furnished by the Concessionaire to the Contracting Authority for the performance of its obligations under the Concession Agreement

“**PMO**” means the Principal Medical Officer of the Medical College/~~District Hospital~~Civil Hospital

“**Project Site/Project Facility**” means the unit no. _____/room no. _____ in the ~~MC/DHCH~~, particulars whereof are set out in Schedule B in which the Radiological Diagnostic Centre is to be implemented and the Radiological Diagnostic Services to be provided by the Concessionaire in accordance with this Agreement. A **Possession Letter** as per the format set out in the same Schedule (Schedule B) duly signed by “the Concessionaire” shall form part of this Agreement.

“**Project**” means the equipping, financing, operating and maintaining the Radiological Diagnostic Centre and providing Radiological Diagnostic Services in accordance with the provisions of this Agreement. (e).

“**Radiological Diagnostic Centre**” means the Radiological diagnostic centre as described in Schedule A that the Concessionaire is to set up at the Project Site.

“**Request for Proposal**” or “RFP” means the Tender Document prepared and issued

“**Standard Operating Procedures**” means the service standards and quality assurance systems prepared/stipulated by Concessionaire and approved by the MER/HD, GoH and as submitted by Concessionaire and mutually agreed upon.

“**Termination Date**” at which termination of project is decided by the government authority

“**Termination**” means early termination of this Agreement pursuant to Article 10 of this Agreement.

“**User fee Account**” means Swasthya Kalyan Samiti (SKS) Account

“**USER FEE**” means the Swasthya Kalyan Samiti (SKS). Fees being collected at various govt. health institutions in Haryana.

“**Utilities**” means water connection access to sewerage lines, access to BIO MEDICAL WASTE disposal services and electricity connection for the Radiological Diagnostic Centre.

“**Working Day**” means any day when the normal operations and services of the MC/DHCH i.e. operations other than casualty services are available to the public.

Interpretation

In this Agreement, unless the context otherwise requires,

(a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

(b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;

(c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

(d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) The words "include" and "including" are to be construed without limitation;

(f) Any reference to day shall mean a reference to a calendar day;

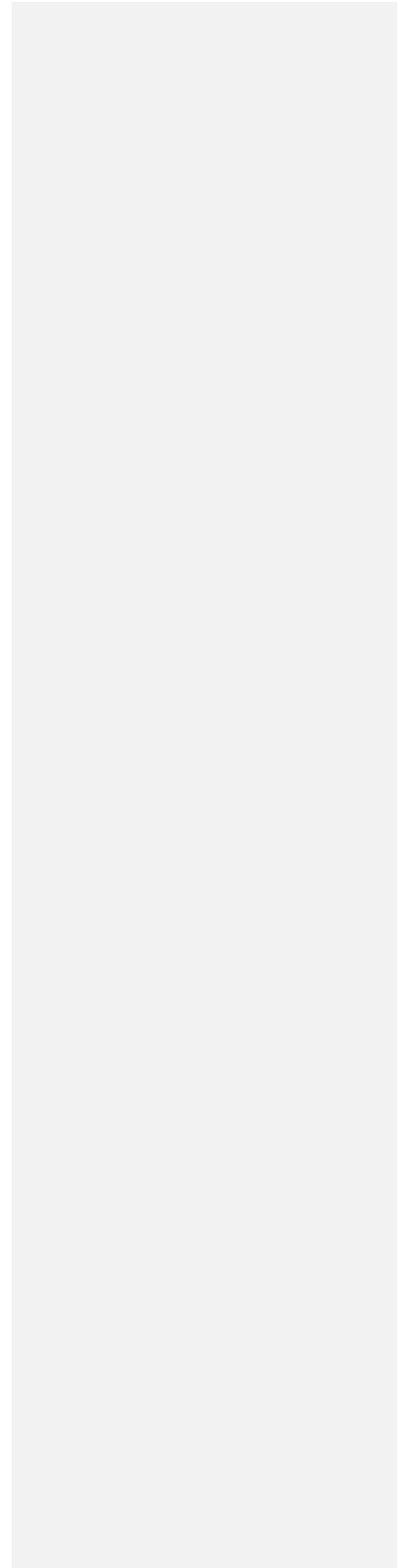
(g) Any reference to month shall mean a reference to a calendar month;

(h) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(i) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

(j) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Agency shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Monitoring Agency, as the case may be, in this behalf and not otherwise;

(k) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.



Part II

The Concession

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

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

(a) Procurement of the equipment, setting up of MRI and CT Scan Diagnostic Centre (Project Facilities) as per the Project Implementation Schedule in conformity with the Specifications and Standards set forth in RFP annexure XII;

(b) Operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement;

(c) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement;

(d) Augmentation of the Project Facilities if and to the extent is required for the Radiological Diagnostic Centre by the Concessionaire; and

(e) Removal of the Project Facilities upon expiry or Termination of this Agreement, in accordance with the provisions thereof, unless the equipment is acquired by the Medical College/ the ~~District Hospital~~Civil Hospital as per Article 12.1 (f) Divestment Rights And Interest.

ARTICLE 3

GRANT OF CONCESSION

3.1 Grant of Concession

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the MER/HD hereby grants to the Concessionaire the Concession set forth herein including the exclusive right and license to undertake the Project (the “**Concession**”) for a period of 10 (ten) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.2 Concession Period

The Concession hereby granted is for a period of 10 years commencing from earlier of the date of installation of all Equipments at the Project Site or 4 (four) months (in case of built up space available) / 7 (seven) months (in case of built up space is not available) after the Appointed Date and ending on expiry of 10 years from such starting date _____ (“the Concession Period”) during which the Concessionaire is authorized to implement the Project in accordance with the provisions hereof. The Concessionaire shall upgrade the MRI/CT machine and equipment installed with the latest software technology upgrade available at any time at the same platform within 3 months. The said up-gradation will be in consultation with the committee consisting of Director/Civil Surgeon/Principal Medical Officer/Medical Superintendent of Medical college/~~Distriet Hospital~~Civil Hospital _____, In-charge Radiology Department of the Medical college/~~Distriet Hospital~~Civil Hospital

Provided that the, ~~DIRECTOR /Principal of MC/CIVIL SURGEON/PMO Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital of shall be entitled to review the performance of the Concessionaire at the end of one year from the date hereof.

Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date as per Article 10 in this agreement

3.3 Acceptance of Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project and to perform/discharge all of its obligations in accordance with the provisions hereof.

3.4. Project Site and Utilities

- a. HD/MER, GoH has on the date hereof.....handed over to the Concessionaire uninterrupted and free from hindrance access to and physical possession of the Project Site free from all Encumbrance. HD/MER hereby represents that the Project Site is only a physical built up space of size _____ with electricity and water connections which are adequate for the

Radiological Diagnostic Centre as mutually agreed upon between the authority and Concessionaire for the smooth and efficient running of the Radiological Diagnostic Centre. The layout and Map of the site is as attached in Annexure XX.

- b. The designing of the Project Site, along with any construction (temporary/permanent) of the rooms and electricity/water charges and any other expenditure related to the up keep of the Project Site provided shall be on the onus of the Concessionaire.
 - c. The Concessionaire shall have the right to the use of the Project Site in accordance with the provisions of this Agreement.
 - d. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site.
 - e. The Concessionaire shall with the prior permission in writing of ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~District Hospital~~Civil Hospital carry out structural or major modifications in the Project Site as may be necessary in its opinion for the Radiological Diagnostic Centre.
 - f. The Concessionaire shall not without the prior written consent or approval of ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~District Hospital~~Civil Hospital use the Project Site for any purpose other than for the purpose of the running and operating the Radiological Diagnostic Centre and for purposes incidental or necessary thereto nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
 - g. At all times during the subsistence of this Agreement, ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~District Hospital~~Civil Hospital SURGEON shall provide/arrange for Utilities for the Radiological Diagnostic Centre. The water and electricity Connection shall be provided. The electric cabling along with the required electricity load and water connection will be provided by ~~MC/DH~~civil Hospital authorities upto the Radiological Diagnostic Centre. A separate electric and water meter shall be installed by the Concessionaire to record the actual electricity and water consumed at the Radiological Diagnostic Centre and the Concessionaire shall pay for the electricity and water consumed in accordance with the provisions of this Agreement. Installation Charges shall be borne by the Concessionaire.
- 3.5 Upon the expiry of the aforesaid Concession Period (and not in case of any premature Termination), the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Health Department Haryana of the District Hospital, at its sole discretion, shall have the right to retain or re-plan the existing Project structure. However, in case the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent of Health Department Haryana~~the District Hospital decides to re-bid this Project on Public-Private-Partnership (PPP) basis, on the existing Project structure, within a period not later than 1 (one) year from the date of the expiry of Concession Period, the Concessionaire shall be given the “**First Right of Refusal**”

i.e. the Concessionaire would be allowed to match the financial proposal of the lowest bidder under such re-bid. In the event the Concessionaire opts to exercise the “**First Right of Refusal**” and matches or improves upon the bid of the lowest bidder, the Project shall be awarded to the Concessionaire and the lowest bidder whose bid has been matched or improved upon, shall have no right for being declared as the Successful Bidder. However, the terms and conditions of the bidding process as well as those of the bidding documents shall be determined at relevant point of time by ~~the DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent of the District Hospital~~Health Department, Haryana at its sole discretion.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

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

4.1.2 The Concessionaire may, upon providing the Performance Security to the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital of the Medical college/~~Distriet Hospital~~Civil Hospital in accordance with the RFP document, at any time after 45 (forty five) days from the date of this Agreement or on an earlier day acceptable to the Government, by notice require the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.2 within a period of 15 (fifteen) days of the notice, or such longer period not exceeding 45 (forty five) days as may be specified therein, and the conditions precedent required to be satisfied by the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital prior to the Appointed Date shall be deemed to have been fulfilled when the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital shall have:

(a) Provided to the Concessionaire with the possession of Project Site with a built-up area of -----square meter for the setting up of Radiological Diagnostic Centre.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) Provided Performance Security to the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital

(b) Executed the Financing Agreements and delivered to the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;

(c) Delivered to the DIRECTOR/PMO/CIVIL SURGEON 3 (three) true copies of the Financial Package, duly attested by a Director of the Concessionaire.

(d) delivered to the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital from the Consortium Members, their respective confirmation, in original, of the correctness of their representations and warranties set forth in Sub Article (k), (l) and (m) of Article 8.1 of this Agreement; and

(e) delivered to the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital a legal opinion from the legal counsel of the Concessionaire with respect to the authorized signatory of the Concessionaire to enter into this Agreement and the enforceability of the provisions.

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

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4.1.5 The Parties shall notify each other in writing at least once a week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 General

5.1.1 The Concessionaire before executing this Agreement shall deposit a performance security of Rs. _____ Lakhs (Rupees _____Lac only (Rs ~~40-30~~ Lakhs for both MRI and CT, Rs ~~20-30~~ Lakhs for MRI and Rs ~~20-15~~ Lakhs for CT) in the form of Bank Guarantee/ Fixed Deposit in favor of ~~DIRECTOR Principal of MC /~~CIVIL SURGEON/~~PMO/ Medical superintendent~~ of the ~~District HospitalCivil Hospital~~ Medical college/~~Distriet HospitalCivil Hospital~~ _____ payable at _____, with the Director/Principal Medical Officer/Civil Surgeon Medical college/~~Distriet HospitalCivil Hospital~~ _____, from any scheduled bank (of net worth more than Rs 500 Crores). 30% of the performance security shall be released after every 30 months, starting from the date of operationalization of the Project. The remaining 10 % of the performance security shall be kept valid till completion of 60 days from the end of the Concession Period (60 days + Concession Period). The performance security is for the due and faithful performance of the obligations by the Concessionaire under this Agreement

5.1.2 The Concessionaire shall before installation of any Equipment shall get approval of the ~~DIRECTOR Principal of MC /~~CIVIL SURGEON/~~PMO/ Medical superintendent~~ ~~Civil Surgeon~~ of the ~~District HospitalCivil Hospital~~ of the Medical college/~~Distriet HospitalCivil Hospital~~ of the non-commercial terms of purchase order of the machine.

5.1.3 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its cost and expense procure finance for and undertake the design, engineering, procurement, operation and maintenance of the Project Facilities and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.4 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (PCPNDT, AERB **and Biomedical Waste Management rules**, etc including renewals as required) in the performance of its obligations under this Agreement.

5.1.5 The MRI/CT machine to be installed should be brand new and not second hand or re-furnished. The MRI/CT Machine shall be installed by the Concessionaire in the Project Site.

5.1.6. The User Fee rates, as decided during the bidding process, shall apply for the period of 10 years, and as and when the CGHS rates are increased representation is to be made by the Concessionaire to the Government, which shall then decide upon the new rates applying the same percentage discount/ premium offered during the bid stage.

5.1.7 The Concessionaire may advertise at places within the Project Site, and anywhere else in the Medical College/ ~~Distriet HospitalCivil Hospital~~ at places to be decided by the ~~DIRECTOR Principal of MC /~~CIVIL SURGEON/~~PMO/ Medical superintendent~~ ~~Civil Surgeon~~ of the ~~District HospitalCivil Hospital~~.

5.1.8 The Concessionaire will solely/jointly and severally (in case of consortium) be responsible for its act and for any act of willful omission or commission done by any of its employee within

the premises of Medical college/~~District Hospital~~Civil Hospital. All staff engaged by the Concessionaire will be the employees of the Concessionaire for all intents and purposes and there shall be no relationship of an employer and employee between the Medical Education and Research/Health Department Haryana and the employees of the Concessionaire. The Concessionaire shall indemnify and keep indemnified and otherwise hold harmless, Medical college/~~District Hospital~~Civil Hospital _____, its Officers, Officials and employees from and against all claims, demands made against and/or for loss caused, damages suffered or costs, charges/expenses incurred to and/or penalty levied and/or due to injury to or death of any persons and or loss or damage caused or suffer to property owned or belonging to the Medical college/~~District Hospital~~Civil Hospital _____, its officers, officials and employees as a result of any acts, deeds or thing done or omitted to be done by the Concessionaire and its employees.

5.1.9. **Hours of Operation:** The Radiological Diagnostic Center shall run compliance with the Labor and other applicable local laws

- (i) 24x7 for medical colleges; and
- (ii) for ~~District Hospital~~Civil Hospital as per the Working Day

The scans shall be done on first come first serve basis and at all times the token system shall be followed at the Radiological Diagnostic Centre. Though priority is to be given to emergency cases, senior citizens or those patients mandated by ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~District Hospital~~Civil Hospital

5.1.10 **Name of the Centre-** the name of the Radiological Diagnostic center shall be on the Medical college/~~District Hospital~~Civil Hospital name.

5.1.11 the number of films to be provided to the patient/hospital is as follows:

For CT no. of films to be handed over shall be maximum of: -

- a. upto 2 films for single region without contrast
- b. 3films for single region with contrast
- c. 3 films for multiple regions without contrast
- d. 4 films for multi-region/whole body with contrast

For MRI no. of films to be handed over shall be maximum of:

- a. 2 film for single region without contrast
- b. 4 films for single region with contrast
- c. 4 films for multiple regions without contrast
- d. 5 films for multi-region/ whole body with contrast

Extra charges for any additional film – shall be paid by requesting party. In case the government doctor requires extra film, then he/she should get the approval from ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~District Hospital~~Civil Hospital of the Hospital.

The Maximum amount for which can be charged by the Concessionaire shall be:

Rs 80/- per CT scan Film

Rs 80/- per MRI Film

5.1.12 The Medical college/~~Distriet Hospital~~Civil Hospital _____ will be entitled to take a copy of MRI/CT films of patients having diagnosis of academic interests, on the films to be provided by Medical college/~~Distriet Hospital~~Civil Hospital or at a mutually agreed price per film (Between ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital and the Concessionaire on the above mentioned rates). The payment in this regards shall be made out of the ~~MC/DHCH~~ User Fees.

5.1.13. The Concessionaire (including his staff posted at the Radiological Centre) shall ensure that the except for power cuts or equipment breakdown preliminary report of the test done is made available by the end of next Working day of the conduction of test and the final report should be made available by the end of 2 Working Day of the investigation. At all times, the preliminary reporting for emergency cases shall be done within 2 hour of the scan and final report should be made available by the end of the Working Day.

5.2 Project Implementation

a. The Concessionaire shall within 4 months(in case of built up space available)/ 7 months(in case built up space not available) of the date of handing over of the Project Site, install the equipment at the Project site with such furniture and equipment as may be required for the Radiological Diagnostic Centre. Such works shall be carried out by the Concessionaire at its own cost and expense.

b. The Concessionaire shall hire qualified technical personnel and train them to manage the Radiological Diagnostic Centre and provide the Diagnostic Services (as per the successful bids and the service for which is a successful bidder). This is mandatory for the concessionaire to comply. The Concessionaire shall comply with the rules and guidelines for hiring/engaging of technical personnel.

c. The Concessionaire shall submit a certificate duly issued by the original manufacturer of the MRI/CT Machine at the time of executing this Agreement that the equipment and accessories w.r.t. MRI/CT machine supplied by them are original, genuine & new and that the original manufacturer of the equipment will be able to supply spare parts of the equipment during the currency of this agreement.

A certificate detailing the technical specifications of the MRI/CT machine shall also be submitted by the Concessionaire and at the time of signing the Agreement.

The Concessionaire should also submit where applicable the inspection report of the equipment done by a third party at the time of export of the machine to India.

d. The maintenance of the hardware and software of the MRI/CT machine shall be the responsibility of the Concessionaire and it shall ensure the smooth functioning of the MRI/CT machine. The Concessionaire will appoint its technically qualified doctor-radiologist and technician to supervise and operate the MRI/CT machine. Medical college/~~Distriet Hospital~~Civil Hospital _____ will not in any way be responsible for any breakdown/malfunctioning/any act of omission or commission which may arise out of the functioning of the machine.

e. In case of any breakdown of the MRI/CT machine (other than power failure) the Concessionaire shall make alternate arrangement for getting the MRI/CT scan done only for emergency cases, from the open market whenever available at its own costs. Whenever possible, the DH/MC shall provide the support staff along with ambulance services to emergency patients. In the event of failure on the part of the Concessionaire to rectify the defect in the MRI/CT machine and to resume its operation within 60 days from the date of interruption in operation of MRI/CT machine except the Force Majeure event, this Agreement may be terminated Medical college/~~District Hospital~~Civil Hospital _____ which may further forfeit the Performance Security.

f. The Concessionaire shall procure the Applicable Law required for commencing the Radiological Diagnostic Services including the licenses required under AERB for CT scan and PCPNDT act.

g. The Concessionaire shall commence providing of the Radiological Diagnostic Services only after the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~Civil Hospital has duly certified that all requirements of all the concerned Rules and guidelines in respect thereof have been fulfilled. Provided, the Concessionaire shall procure such certification of the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~Civil Hospital latest by 3 months from the date which shall not be unreasonably withheld or delayed hereof failing which this Agreement shall be liable to be terminated.

5.3 Operation and Maintenance - The Concessionaire shall operate and maintain the Radiological Diagnostic Centre and provide the selected radiological Diagnostic Services, as under:

a. Operate and maintain the Radiological Diagnostic Centre, conduct the Diagnostic Services as per the Standard Operating Procedures and in absence thereof, Good Industry Practices.

b. Deliver test reports of highest quality so as to commensurate with Standard Operating Procedures and in absence thereof, Good Industry Practices.

c. Maintain cleanliness, dispose of waste and maintain the Project Site and the Radiological Diagnostic Centre as per guidelines issued by the Haryana Pollution Control Board.

d. The equipment will be installed within the premises of the ~~District Hospital~~Civil Hospital. The Concessionaire will provide mandatory sitting services through its staff during the prescribed hours for the Government Hospital Patients. The concessionaire is free to provide diagnostic services to private patients. The scan shall be done on first come first serve basis and in all cases; token number will be followed, except in case of emergency/Senior Citizens.

(MC)The equipments will be installed within the premises of the Medical College for the Medical College; the Concessionaire shall provide 24x7 services for the Medical college authorities. The Concessionaire will provide mandatory sitting services through its staff during the operating hours for the Medical College. The Concessionaire shall give access to the Medical College authorities only for research and teaching activities of the Medical College. The right to access is only for teaching/research activities. The access shall be limited only to the reporting part. Teaching on equipment is restricted and the risk during this period shall be borne by the Medical

College Authorities.

The Access for teaching/research purposes shall not be for more than 2 hours in a calendar day and the access shall not be given for study/research on private patients.

e. In lieu of the rent free accommodation provided to the Concessionaire, The Concessionaire shall perform 10% of the total scans (individually for CT & MRI) done in a month free of charge for the Medical College/~~Distriet Hospital~~Civil Hospital. The payment of the remaining free cases of the month in excess of 10% of the total scans (for Free Cases), shall be done by the Medical College/~~Distriet Hospital~~Civil Hospital within 60 days, failing which a penalty at a rate of SBI base rate +2 % per annum shall be charged from the defaulting ~~MC/DHCH~~ after passage of 60 days in case of non-payment of free cases after 60 days. If left unpaid till 120 days from the first set of unpaid claims, the Concessionaire shall have the right to refuse doing the free cases, till the time the ~~MC/DHCH~~ authorities reimburse the pending free cases of pendency more than 60 days. The employees of the Concessionaire will be answerable for their conduct to the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital of the Medical college/~~Distriet Hospital~~Civil Hospital. The Concessionaire shall provide complete address details of all the staff working in this radiological center, including the mobile numbers/telephone numbers to ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital. ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital shall maintain these address details for any exigencies.

f. The doctor-radiologist of the Concessionaire will be responsible for the working and for preparation of reports of the patients. A Radiologist of Medical college/~~Distriet Hospital~~Civil Hospital (wherever posted) will also work on the MRI/CT machine and will prepare report of the patients. The Government radiologist, wherever posted shall have the right of access to the centre and shall also be responsible for reporting of the patients, except of private patients. Wherever posted, the reporting of ~~Distriet Hospital~~Civil Hospital Medico Legal cases shall be done by the Government Radiologist.

g. In the event of the Concessionaire not being able to perform its obligations pursuant to this Agreement as a result of Force Majeure event including but not limited to acts of God like natural disaster, thunder, lightning, and earthquake

e, storm, typhoon, draught and flood invasion or an act of foreign enemy, instructions/ directions order or any Government authority or court of law, the Concessionaire shall give notice (Force Majeure notice) to the Medical college/~~Distriet Hospital~~Civil Hospital _____ of any such Force Majeure event as soon as reasonably practicable, but not later than seven days after the date on which the Concessionaire knew or should have reasonable known the commencement of the Force Majeure event. If the Concessionaire has taken all reasonable steps towards mitigating the effect of a Force Majeure Event, then the obligations of the Concessionaire shall be suspended to the extent that it is affected by the Force Majeure event so long as it continues.

h. **CMC/AMC (Annual maintenance contract/ Comprehensive Maintenance contract)for the equipment's** -The Concessionaire shall make its own arrangements for CMC/AMC of the equipment. The cost of repair and maintenance will solely be borne by the Concessionaire.

- i. Arrange for and maintain security of the Radiological Diagnostic Centre at its own cost.
- j. Maintain the Clearances by complying with the conditions there under and renewals if any required from time to time and comply with all statutory requirements for running its operation and submit the same for review of ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ or any Governmental Authority.
- k. Set up systems for the operations of the Radiological Diagnostic Centre including systems in respect of inventory management, customer servicing, financial accounting, record-keeping and MIS. The system should be conveniently accessible to ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ for monitoring and verification.
- l. Submit monthly reports in prescribed format to ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ of the Medical college/~~District Hospital Civil Hospital~~. (As Per Schedule C)
- m. Submit documents needed as per Standard Operating Procedures in a timely manner.
- n. Coordinate with ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ or a person designated for such co-ordination by the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ for matters concerning operational activities relating to patient servicing on day-to-day basis.
- o. Abide by the advice of the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~, under whose jurisdiction the ~~District Hospital Civil Hospital~~ falls and who shall be monitoring the Radiological Diagnostic Centre and the Diagnostic Services provided therein.
- p. Install/provide for a suggestion box in the Radiological Diagnostic Centre to enable patients to give feedback based on which actions are to be taken for patient/customer satisfaction.
- q. Make prompt payment of user charges for the water and electricity used in the Radiological Diagnostic Centre as per the billing of the water and electricity provider based on the meter reading of the meter installed for the purpose of recording the electricity supply to the Radiological Diagnostic Centre.
- r. Make prompt payment to the suppliers to ensure uninterrupted supply of reagents, stocks and consumables required for the Radiological Diagnostic Centre;
- s. Regularly pay salaries and other emoluments to the staff engaged by it at the Radiological Diagnostic Centre;
- t. Display the price list, test wise, in the Radiological Diagnostic Center.

u. Maintain a record of bills issued and amounts collected and submit the counterfoils of the bills issued for inspection of MC/DHCH, GoH or any person(s) designated for such inspection by MC/DHCH, GoH;

v. Obtain and maintain insurance's for the Radiological Diagnostic Centre as per Good Industry Practice including insurances against damages to property due to force majeure, insurances against theft and loss of equipment, insurance's against professional indemnity for the Diagnostic Services.

5.4 Free services

a. The policy on free services for diagnostic tests is applicable to Free Cases. The fees of all such free patients excess to 10% of total case in month shall be paid by the ~~DIRECTOR-Principal-of MC-/CIVIL-SURGEON/PMO/ Medical superintendent-Civil Surgeon~~ of the ~~District Hospital/Civil Hospital~~ of the ~~MC/DHCH~~ through ~~MC/DHCH~~ USER FEE as per Article 5.3 (e) of this Agreement.

5.5 Stable Availability

The Concessionaire shall ensure that all the Diagnostic Services are available at all times during the tenure of the Concession.

5.6 Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.7 Employment of trained personnel

The Concessionaire shall mandatorily ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. The minimum standards for persons employed in various positions, including the minimum training standards shall be as per the Standards & Specifications set forth in Annexure-XIII of the RFP.

5.8 Sole purpose of the Concessionaire- The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the ~~DIRECTOR-Principal-of MC-/CIVIL-SURGEON/PMO/ Medical superintendent-Civil Surgeon~~ of the ~~District Hospital/Civil Hospital~~, be or become directly or indirectly engaged, concerned or interested in any business other than the provision of diagnostic services.

5.9 Penalties- Following penalties (till the short comings reaches the termination stage) shall be imposed on the Concessionaire in case of any of the following short comings are noticed:

- a. Failure by the Concessionaire to deliver timely reports (as per 5.1.13) in respect of the Diagnostic Services sought. The penalty w.r.t the delay shall be as follows:
 - i. Delay of upto 2 hours- Rs 1000/case
 - ii. Delay of 2-12 hours - Rs 2000/case

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- iii. Delay of more than 12 hours- Rs 1000 per hour for each case.
- b. A penalty of Rs 2000 per instance shall be levied for improper disposal of wastes from the Radiological Diagnostic Centre or by the staff engaged by the Concessionaire as per the applicable laws.
- c. A penalty of Rs 2000 per instance shall be levied for inaccuracy in reporting affecting the management and outcome of the patient.
- d. A penalty of Rs 2000 per instance shall be levied in case the Concessionaire collects charges in excess of the charges (As fixed) from the Government Hospital patients. The concessionaire, along with penalty to the DH/MC, shall return the excess amount charged to the patient.
- e. In the event of breakdown of the Radiological Service (including MRI/ CT Scan Machine breakdown or the reporting doctor of the Concessionaire resigning from the job) if the Concessionaire is unable to make alternate arrangements even after 17 days of the break down, for the Government Hospital patients, then in such case, the Concessionaire will have to pay Rs 5000/- Day as penalty to the Medical college/~~Distriet Hospital~~Civil Hospital only in case the Concessionaire fails to make alternate arrangement.
- f. In the event, if the Concessionaire installs the machine but is unable to post the qualified staff for reporting of the tests, even after 17 days of installation of the machine, then in such case, the Concessionaire will have to pay Rs 5000/- Day as penalty to the Medical college/~~Distriet Hospital~~Civil Hospital, till 60 days, wherein this Agreement shall be terminated.

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5.10 CONSIDERATION BY THE CONCESSIONAIRE

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Subject to the provisions of rent free accommodation provided to concessionaire, this Agreement and in consideration of the Concessionaire accepting the Development Rights and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Concessionaire agrees to pay to the Authority.

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- a. The Concessionaire shall perform 10% of the total scans (individually for CT & MRI) done in a month free of charge for the Medical College/~~Distriet Hospital~~Civil Hospital.
- b. The payment of the remaining free cases of the month in excess of 10% of the total scans (for Free Cases), shall be done by the Medical College/~~Distriet Hospital~~Civil Hospital within 60 days.

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ARTICLE 6

OBLIGATIONS OF THE ~~DIRECTOR MC /CIVIL SURGEON/PMO/ Medical superintendent of the District Hospital~~ CIVIL SURGEON OF THE CIVIL HOSPITAL

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In addition to and not in derogation or substitution of any of its other obligations under this Agreement, ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital shall have the following obligations:

General Obligations

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It shall be the Concessing Authority's obligation to ensure that the following are made available or executed by the Concessing Authority:

6.1 Specific obligations ~~HD/MER/MC /CIVIL SURGEON/PMO/ Medical superintendent of the District Hospital~~ Civil Hospital

~~CIVIL DIRECTOR Principal of MC, HD/MER/MC /CIVIL SURGEON/PMO/ Medical superintendent~~ of the ~~District Hospital~~ Civil Hospital shall:

- a. The ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- b. The ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Law:
- c. Shall hand over to the Concessionaire physical possession of the Project Site free from Encumbrance and adequate for the Radiological Diagnostic Centre.
- d. Procure that appropriate orders be issued by the Competent Authority, directing the Government Health Institutions of Haryana and doctors engaged by the Government Agencies to refer patients to the Radiological Diagnostic Centre.
- e. Grant or where appropriate provide necessary assistance to the Concessionaire in securing Clearances;
- f. Ensure peaceful use of the Project Site by the Concessionaire under and in accordance with the provisions of this Agreement without any let or hindrance from the Hospital authorities or any Governmental Agency or persons claiming through or under it/them;
- g. The staff of the Medical College/~~District Hospital~~ Civil Hospital shall at all times cooperate with the employees of the Concessionaire as may be required for performance of Diagnostic Services at the Radiological Diagnostic Centre
- h. Provide support for managing untoward events, CODE BLUE, and requirement for anaesthesia and support for scanning of sick, unstable patients.

ARTICLE 7

PRICE AND PAYMENT

7.1 Levy, Collection and appropriation of charges

a. The Concessionaire shall open an account wherein all the collection of the radiological services, shall be deposited. The Medical college/~~Distriet Hospital~~Civil Hospital authority shall be responsible for identifying free cases. No payment shall be made for the 10% of the total scan for free cases to the Concessionaire. The MC/DHCH authorities shall reimburse the amount incurred on free cases excess to 10% of free cases within a period of 60 days from the date of investigations in the manner provided in Article 5.3 (e) of this Agreement.

b. Subject to the provisions of this Agreement, the staff posted by the Concessionaire shall levy, demand and collect fees/prices for the Diagnostic Services provided to Patients from the patients (except free category patients) only in accordance with the Rates set.

c. The policy on free services for diagnostic tests is applicable to Free Case. The fees of all such free patients excess to 10% of total cases shall be paid by the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~Distriet Hospital~~Civil Hospital of the MC/DHCH through the user fees account of the ~~Medical college/Distriet Hospital~~Civil Hospital in the manner provided in Article 5.3 (e) of this Agreement

d. The rates set include the charges for the non-ionic/ non- reactive contrast.

e. The Concessionaire shall be provided rent free space/premises in the ~~Medical college/Distriet Hospital~~Civil Hospital _____ for installation of MRI/CT machine by the ~~Medical college/Distriet Hospital~~Civil Hospital _____

f. The Concessionaire shall charge fixed rate for any single region as per the charges decided upon in the bid by the Concessionaire. The said rates are inclusive of cost of dye/contrast media and disposable etc. which shall be procured by the Concessionaire. The Concessionaire is free to fix rates for his private patient For non-ionic/ non- reactive contrasts, the following rates are to be charged extra: -

- i. For Single Region CT Scan – Rs. 300
- ii. For Whole body/Abdomen CT Scan – Rs. 500
- iii. For Single Region MRI– Rs. 500.
- iv. For Whole Body/Abdomen MRI – Rs. 800.

These rates are over and above the rates fixed for the contrast rates. For paying category patients, the charges are to be collected from the patient themselves. For free category patients, non- ionic contrast is to be used only where it is utmost necessary. The payment of such cases shall be done by the MC/DHCH authorities.

g. Patients will be free to bring/buy disposable items from the open market if he/she is not willing to take the same from the Concessionaire.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to ~~DIRECTOR-Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent-Civil Surgeon~~ of the ~~District Hospital~~Civil Hospital that:

- (a) It is duly organised, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the Project;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum of Association 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;
- (h) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may in the aggregate may result in Material Adverse Effect;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- (j) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to ~~DIRECTOR-Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent-Civil Surgeon~~ of the ~~District Hospital~~Civil Hospital or to any Government Agency in relation to Applicable Law contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

(l) No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any Person to procure the Concession.

~~(m) In case of Consortium, the lead member of the Consortium should and shall continue to have an Equity share capital of not less than (i) 51% (fifty one per cent) of the subscribed and paid up equity of the Company minimum for first 2 years. After that it can be diluted to 26% but with prior approval of the DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent of the District Hospital; and (ii) 15% (Fifteen per cent) of the total project cost throughout the Concession Period.~~

~~(m)~~ In case of Consortium, the lead member of the Consortium, shall not exit the Project throughout the Concession Period and the non lead member of the Consortium, shall not exit the Project during the first 4 years of the Project. Provided that after the expiry of 4 years, the non lead member of Consortium can exit in case a replacement is available, with Agreement of the other members of the Consortium and after getting the final approval from the DGHS Haryana.

8.2 Representations and Warranties of DIRECTOR/PMO/CIVIL SURGEON

~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital represent and warrants to the Concessionaire that:

(a) ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital has full power and authority to grant the Concession;

(b) ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

(c) This Agreement constitutes ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

(d) There are no suits or other legal proceedings pending or threatened against ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ Civil Surgeon of the ~~District Hospital~~ Civil Hospital in respect of the Project Site or the Project.

8.3 Obligation to notify change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same. Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the MER/HD, in connection therewith such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 9
INSURANCE

9.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the “**Insurance Cover**”). The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Concessioneing Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Lenders’ dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Lenders’ dues.

9.2 Notices to the Concessioneing Authority

Not later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Concessioneing Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 9. Within 15 (fifteen) days of receipt of such notice, the Concessioneing Authority may require the Concessionaire 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.

9.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 9 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Concessioneing Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Concessioneing Authority.

9.4 Remedy for failure to insure

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

9.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 9 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the Concessioneing 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.

9.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Concessioneing Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire 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 Concessionaire 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.

9.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the MRI/CT Scan Centre, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

Article 10
TERMINATION

10.1. Termination of the contract.

The contract may be terminated by Medical college/~~District Hospital~~Civil Hospital _____ or by the Concessionaire as the case may be in the event of any following contingencies namely:-

a. On the expiry of the Agreement

Or

b. In the event of Material breach of the any of the terms and conditions of the Agreement by the Medical college/~~District Hospital~~Civil Hospital/ Concessionaire, as the case may be

10.2 Causes of Termination

Any of the following events shall constitute an event of default by the concessionaire entitling the Medical college/~~District Hospital~~Civil Hospital to terminate this Agreement:

- a. Failure by the Concessionaire to deliver timely reports in respect of the Diagnostic Services sought on more than 20-30 occasions in a ~~month~~year.
- b. Improper disposal of wastes from the Radiological Diagnostic Centre or by the staff engaged by the Concessionaire, on more than 20-30 occasions per ~~month~~year, as per the applicable laws.
- c. Inaccuracy, affecting the management and outcome of the patient, detected in at least three occasions in a period of two months in the diagnostic reports generated in the Radiological Diagnostic Centre.
- d. Failure/non compliance by the Concessionaire of statutory requirements including Applicable Law (e.g. AERB, PCPNDT Act etc)
- e. The Concessionaire collecting charges in excess of the charges (As fixed) from the Government Hospital patients (on more than 5 occasions in a month).
- f. Criminal indictment of the promoters, directors, key personnel of the Concessionaire engaged by it in the Radiological Diagnostic Centre only in case where such persons are not removed from their position and replaced immediately by the Concessionaire
- g. Engagement of unqualified persons for running the Radiological Diagnostic Centre /conducting the diagnostic tests.
- h. The Concessionaire's indulgence in unethical diagnostic practices or any other mal practices.
- i. Failure by the Concessionaire to commence Diagnostic Services at the Radiological Diagnostic Centre within 3 months from the date of this Agreement.

10.3 Notice/Show Cause and Cure

- (a) Upon the occurrence of any of the events of default specified under Section 10.2 above, Medical college/~~District Hospital~~Civil Hospital _____, upon

becoming aware of the event of default, shall notify the Concessionaire of the event of the default by a notice in writing.

(b) -If the default so notified constitutes of a default as specified under Section 10.2(a) to (d) above, the Concessionaire may, within 15 days of the receipt of such notice:

- I. inform Medical college/~~District Hospital~~Civil Hospital _____ of the reasons for the occurrence of the event of default and rectify the default immediately, and/or
- II. propose a plan of action satisfactory to the Medical college/~~District Hospital~~Civil Hospital _____ to remedy the default and ensure that such default is not repeated.

(c) If the default so notified constitutes of a default as specified under Section 10.2 (e) to (i) above, the Concessionaire ~~may~~, within 15 days of the receipt of such notice by a written representation to Medical college/~~District Hospital~~Civil Hospital _____, show cause why the same should not be treated as a default by the Concessionaire and why action may not be taken against the Concessionaire for such default.

10.4 Termination by Medical college/~~District Hospital~~Civil Hospital _____

(a) If the Concessionaire fails to demonstrate to Medical college/~~District Hospital~~Civil Hospital _____ that the default has been cured, or as the case may be develop a plan of action satisfactory to Medical college/~~District Hospital~~Civil Hospital _____ in terms of Section 10.2 (b) or fails to satisfy Medical college/~~District Hospital~~Civil Hospital _____ in terms of Section 10.2 (c), Medical college/~~District Hospital~~Civil Hospital _____ may terminate this Agreement.

(b) The decision of Medical college/~~District Hospital~~Civil Hospital _____ to terminate shall be final and binding on the Concessionaire.

10.5. Termination due to Change in Law

(a) The Concessionaire shall have the right to terminate on account of a “Change in Law”. For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:

- (i) Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government Authority; or
- (ii) the imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Law) in connection with the issuance, renewal or modification of any Applicable Law after the date of this

Agreement; or

- (iii) any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

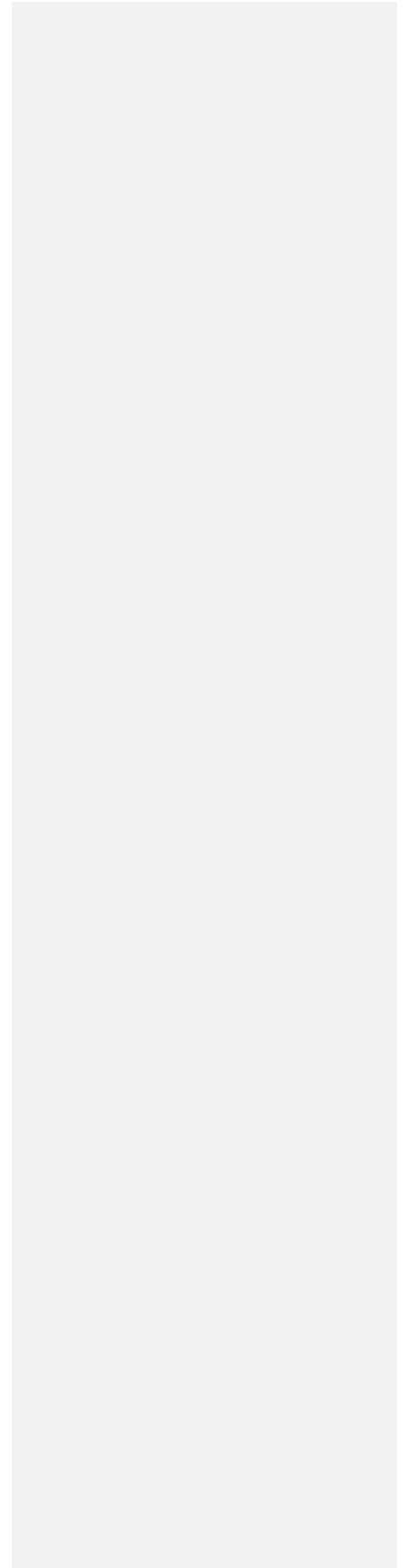
Provided nothing contained in this Section 10.5 (a) shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.

- (b) In the event of Change in Law the Concessionaire may propose to Medical college/~~District Hospital~~Civil Hospital _____ modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Concessionaire in substantially the same legal, commercial and economic position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

10.6 Termination by Concessionaire in for Medical College/District Hospital in Event of Default

- (a) In the event that any of the defaults specified below shall have occurred, and the Medical College/~~District Hospital~~Civil Hospital fails to cure such default within a cure period of 60 days or such longer period as has been expressly provided in this Agreement, the Medical College/~~District Hospital~~Civil Hospital shall be deemed to be in default of this Agreement (the "MC/DHCH Default"). The defaults referred to herein shall include:
 - (i) The Medical College/~~District Hospital~~Civil Hospital commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
 - (ii) The Medical College/~~District Hospital~~Civil Hospital repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (b) Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an MC/DHCH Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a termination notice to the Medical College/~~District Hospital~~Civil Hospital; provided that before issuing the termination notice, the Concessionaire shall by a notice inform the Medical College/~~District Hospital~~Civil Hospital of its intention to issue the termination notice and grant 60 days to the Medical College/~~District Hospital~~Civil Hospital to make a representation, and may after the expiry of such 60 days, whether or not it is in receipt of such representation, issue the termination notice. The Performance Security shall be

returned to the Concessionaire within 60 days of the notice of termination.



10.7 Consequences of Termination

- (a) Upon Termination of this Agreement for any reason whatsoever under Section 10.5 and Article 10.6 the Concessionaire shall remove from the Project Site/ Radiological Diagnostic Centre all equipment installed by it in the Radiological Diagnostic Centre and the consumables within 15 days of the date of the Termination.- In doing so however, it shall refrain from damaging the Project Site/Diagnostic Centre in any manner whatsoever. The Concessionaire shall also return all the equipment, accessories, infrastructure and facilities taken from the government in working condition subject to normal wear and tear.
- (b) Medical college/~~District Hospital~~Civil Hospital _____ shall have the power and authority to:
 - i. enter upon and take possession and control of the Project Site and the Radiological Diagnostic Centre; (other than the Equipment and consumables and fixtures and fittings of the Concessionaire);
 - ii. Prohibit the Concessionaire and any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site/ Radiological Diagnostic Centre; (other than the Equipment and consumables and fixtures and fittings of the Concessionaire);

In this eventuality the concessionaire shall not be entitled to claim any damage or loss towards the machinery and equipment.

- (c) If the Agreement is terminated pursuant to Section 10.2 hereof, The Concessionaire shall hand over/transfer vacant, unencumbered and peaceful possession of Project Site, and all the equipment, materials etc. of the Concessionaire existing therein. Medical college/~~District Hospital~~Civil Hospital _____ shall have the right exercised within 10 days of the date of termination to confiscate the Equipment and the consumables. The Parties shall negotiate in good faith and arrive at a reasonable cost of the equipment as per the book value of the equipment after taking into account the depreciation value of the equipment.
- (d) In case of premature termination of the Agreement as per Article 10.5, the concessionaire shall forfeit its performance security towards the damage.

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ARTICLE 11
DISPUTE RESOLUTION

11.1 Amicable Resolution

Where a dispute arises under this Agreement, the Parties shall make all reasonable efforts to resolve the dispute through good faith negotiations within 30 days of notice of dispute by a Party failing which they shall attempt at dispute resolution with the intervention of the Secretary, Health, and Government of Haryana.

11.2 Liability in any court of law.

Further, the Concessionaire would be solely responsible and liable for claims/compensations which in case arises due to the untoward incidents, while performing MRI/CT Scans studies in their centers. The Concessionaire would maintain the resuscitative measures/kit for the Radiology patients in the centre. The Medical Education and Research/Health Department shall not be in any manner be held liable in any court of law for any act of omission or commission in respect of MRI/CT Scan provided to the patients by the Concessionaire. However the concerned Medical college/~~District Hospital~~Civil Hospital shall provide all possible emergency care and treatment in case of any untoward incident resulting from or on account of operations related to or associated with the work undertaken by the Concessionaire. If however the Govt. is made liable by any court due to lapse of concessionaire, then the concessionaire shall indemnify to the Govt. to extent loss suffered by the Govt.

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11.3. In the event of any dispute and difference arising out of or in any way touching or concerning this Agreement whether during the currency of this Agreement or whether before or after termination, whatsoever, shall be referred to arbitration to be conducted as per the Arbitration and Cancellation Act 1996 by sole Arbitrator i.e. Secretary, Health, Govt. of Haryana. The place of arbitration shall be the place where the office of Secretary, Health, Govt. of Haryana is located and the award of the arbitrator shall be binding on the both parties.

11.4 Jurisdiction

The courts at the district head quarter or Punjab and Haryana High Court, Chandigarh, whatever the case might be, shall have the jurisdiction to try any matter/dispute or reference between the parties.

ARTICLE 12

DIVESTMENT OF RIGHTS AND INTEREST

12.1 Divestment Requirements

Upon termination or expiry of the Concession Period, the Concessionaire shall, in addition, comply with and conform to the following Divestment Requirements.

- a. notify to the Concessioneing Authority forthwith the location and particulars of all Project site;
- b. deliver forthwith the actual or constructive possession of all the Project site and the MRI/CT Scan Centre, free and clear of all encumbrances;
- c. all Project Assets agreed to be taken over by Medical College / ~~District Hospital~~Civil Hospital, including the ambulances, equipment, and software, of all defects and deficiencies so that the MRI/CT Scan Centre is compliant with the Maintenance Requirements; provided that in the event of Termination during the Project Implementation Period, Project Site shall be handed over on 'as is where is' basis;(as defined in clause 5.2)
- d. deliver relevant records, including medical records of all the individuals treated under Project in the form of software database and hard copy documents, apart from all the reports pertaining to the MRI/CT Scan Centre and its design, engineering, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the transfer date;
- e. transfer and/or deliver all Applicable Permits/software license(s) relating to the Project to the extent permissible under Applicable Laws;
- f. Subject always to the rights of the Lenders execute such deeds of conveyance, documents and other writings as the Concessioneing Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the MRI/CT Scan Centre, including the right to receive outstanding insurance claims to the extent due and payable to the Concessioneing Authority, absolutely unto the Concessioneing Authority or its nominee; and
- g. Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the MRI/CT Scan Centre, free from all encumbrances, absolutely unto the Concessioneing Authority or to its nominee.
- h. In case of expiry of the Concession Period the Performance Security will be returned to the Concessionaire

i. **12.2 Inspection and cure**

Not earlier than 90 (ninety) days before termination but not later than 15 (fifteen) days before the effective date of such termination, the Concessioneing Authority shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the maintenance requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the maintenance requirements shall be cured by the Concessionaire at its cost and the provisions of Article 13 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 12.

12.3 Vesting Certificate

The divestment of all rights, title and interest in the MRI/CT Scan Centre shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Concessioneing Authority shall, without unreasonable delay, thereupon issue a certificate (the "**Vesting Certificate**"), which shall have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the MRI/CT Scan Centre, and their vesting in the Concessioneing Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Concessioneing Authority or its nominee on, or in respect of, the MRI/CT Scan Centre on the footing that all Divestment Requirements have been complied with by the Concessionaire.

12.4 Additional Facilities

Notwithstanding anything to the contrary contained in this Agreement, all additional facilities shall continue to vest in the Concessionaire upon and after termination.

12.5 Divestment costs etc.

12.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the MRI/CT Scan Centre in favour of the Concessioneing Authority upon termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne by the Concessioneing Authority.

12.5.2 In the event of any dispute relating to matters covered by and under this Article 12, the Dispute Resolution Procedure shall apply.

ARTICLE 13
DEFECTS LIABILITY AFTER TERMINATION

13.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the MRI Centre for a period of 60 (sixty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Concessions Authority in the MRI/CT Scan Centre during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Concessions Authority in this behalf, the Concessions Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the MRI Centre conform to the Maintenance Requirements. All costs incurred by the Concessions Authority hereunder shall be reimbursed by the Concessionaire to the Concessions Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Concessions Authority shall be entitled to recover the same from the Performance Security.

Article 14

MISCELLANEOUS

14.1 Validity

This Agreement shall be valid for the Concession Period, subject to renewal on such terms and conditions and for such a period as may be mutually decided by both the parties, within the overall policy framework of GoH.

14.2 Hand back of Project Site/ Radiological Diagnostic Centre

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, the Concessionaire shall hand back vacant and peaceful possession of Project Site to ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ in the condition not worse than when it took occupation thereof, subject to normal wear and tear. The Concessionaire shall also return all the equipment taken from the government in working condition subject to normal wear and tear.

14.3 Assignment and Charges

(a) The Concessionaire shall under no circumstances whatsoever create Encumbrance over the Project Site. Subject to sub-sections (b) and (c) herein below, the Concessionaire shall not assign this Agreement or the rights, benefits and obligations hereunder save and except with prior written consent of ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~.

(b) Except as provided in this provision, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~, which consent ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ shall be entitled to decline without assigning any reason whatsoever. Restraint set forth hereinabove shall not apply to:

(i) liens/encumbrances arising by operation of law (or by an Agreement evidencing the same) over the equipments and facilities installed by the Concessionaire, in the ordinary course of business of the Concessionaire;

(ii) pledges/hypothecation of goods/assets other than Project Site and the immovable premises comprised in the Radiological Diagnostic Centre, as security for indebtedness, in favour of the lenders and working capital providers for the Project;

(iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders and working capital providers for the Project, as security for financial assistance provided by them.

(c) ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital Civil Hospital~~ shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

14.4 Indemnity

The Party shall indemnify, defend and hold the other harmless against any and all proceedings, actions and third party claims arising out of a breach of concession Agreement by Concessionaire or any of its obligations under this Agreement. **The concessionaire shall submit this indemnity prior to the start of operations of this radiological center.**

14.5 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The courts at the District Headquarter or the High Courts at Chandigarh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

14.6 Redressal of Public Grievances

The Concessionaire shall promptly redress the grievances, if any reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the Radiological Diagnostic Centre.

14.7 Supercession & Order of Priority

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence or understandings in respect of the Project. Without prejudicing the aforesaid, the Parties hereby agree that (i) in case of any inconsistency between the provisions of this Agreement and the prevailing Government policy, the provisions of this Agreement shall prevail and (ii) in case of any inconsistency between the provisions of this Agreement and the bid documents, the provisions of this Agreement shall prevail

14.8 Amendments This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

14.9 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~Distriet Hospital~~Civil Hospital _____ (name and designation of the person)

_____ (address)

Fax No. _____

If to the Concessionaire

_____ (name and designation of the person)

_____ (address)

Or such address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

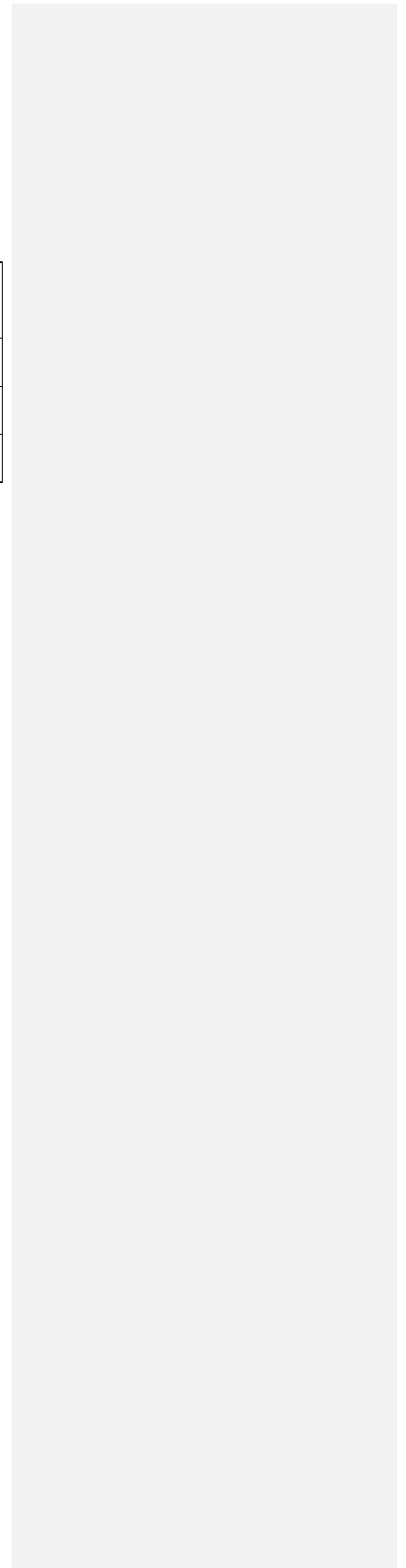
14.10 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.11 No Partnership Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

SCHEDULE A
RADIOLOGICAL DIAGNOSTIC SERVICES

S.No	Name of the Test	Decided Rate (in Rupees)



Schedule B

Project Site and Possession Certificate

Project Site:

Possession Certificate

Whereas it has been decided by the Government vide Order No. _____ that a Radiological Diagnostic Centre would be set up in _____ ~~MC/DHCH~~ with the participation of private sector by _____ of _____ (the Concessionaire) to provide Radiological Diagnostic Services in accordance with the Agreement executed on _____ between the Concessionaire and ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent Civil Surgeon~~ of the ~~District Hospital/Civil Hospital~~ _____.

Whereas in terms of the aforesaid Government Order and the Agreement executed, Government is required to provide adequate rent-free space in the above mentioned _____ ~~MC/DHCH~~ to the above Concessionaire to set up the Radiological Diagnostic centre.

Whereas the covered space in total area of _____ square feet as indicated in the enclosed site map, within the premises of _____ ~~MC/DHCH~~ has been identified as the project site in respect of the Radiological Diagnostic Centre referred to above.

Now in keeping with the decision of the Government and the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to _____ (the Concessionaire) on the following terms and conditions:

1. The ownership of the Project site remains with the Government of Haryana and the Concessionaire shall have only occupancy right to the Project site for running Radiological Diagnostic Centre till such date as the Agreement executed ~~between DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~ ~~between Director General Health Services, Haryana of the District Hospital~~ and the Concessionaire shall remain valid.
2. No encumbrance of any nature shall be created in the Project site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.
4. The occupant shall not sell; transfer or rent out this Project site for any purpose whatsoever and this site will be used exclusively for Radiological Diagnostic Centre by the Concessionaire, signatory to the Agreement with the ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent of the District Hospital~~ ~~Director General Health Services, Haryana.~~
5. The occupant shall in respect to the said Project site be subject to the provisions of the said Agreement and shall comply strictly with the covenants, conditions and restrictions set forth in

the Agreement with ~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent of the District Hospital~~Director General Health Services, Haryana.

6. The occupant shall vacate the Project site in the event of the termination of the Agreement or at the end of 10 years whichever is earlier.

(Signature) Date:

~~DIRECTOR Principal of MC /CIVIL SURGEON/PMO/ Medical superintendent~~Civil Surgeon of the ~~District Hospital~~Civil Hospital -----

Received the possession of the above mentioned Project site on this day of _____ of _____ and solemnly declare that I shall abide by all the terms and conditions of the Agreement as well as the terms mentioned in this certificate.

(Signature of Authorized Representative of the Concessionaire)

Date:

<Name of the Organization>

<Address of the Organization>

<Name of the Authorized Representative>

Designation

Schedule – C
Performa for Monthly Reporting of Tests

MONTHLY REPORTING

Performance of Radiological Diagnostic Centre under Public Private Partnership

Report for the month..... Year.....

Name of the Radiological Diagnostic Centre under PPP

Date of commencement of services.....

1. Number of patients offered diagnostic services in the at the centre during the month
 - a. OPD & walk-ins.....
 - b. IPD.....
 - c. Emergency.....
 - d. Total.....

Summary of performance of the Radiological diagnostic centre under PPP for the month

Type of diagnostic test	Patient source	Number of patients for whom tests were Done		Reporting time (from the sample collection to delivery of report)	
		Category of patient		Category of patient	
		Chargeable	Free Case	Chargeable	Free Case
CT	OPD & Walk-ins				
	IPD				
	Emergency				
	Total				
MRI	OPD & Walk-ins				
	IPD				
	Emergency				
	Total				

2. Number of test reports that were not delivered to the patients within 48 hours from sample collection.....

Name of the test	No of cases performed in the day	Reason for delay	Action taken

3. Details of Number of equipments that were under repair/maintenance with a downtime of more than 17 days.

Equipment under repair/maintenance	Duration of downtime during repair / maintenance	Nature of downtime (if recurring or not)	For recurring downtime state the remedial action taken

4. Number of complaints received

Number of complaints received	Nature of complaints received	Actions taken regarding the complaints received

5. Details on service denials

Name & Contact details of the patient	Type of test	Reason for Denial of service	Actions taken

Declaration: I hereby declare that the information provided above is true and complete and is fully verifiable whenever needed.

Signature of PSP signatory with seal & date

Copies to be sent to:

1. The Civil Surgeon/Principal Medical Officer/ Medical Superintendent of the Medical college/~~District Hospital~~Civil Hospital
2. The Director General Health Services Haryana, Panchkula

[The monthly report for each month should be sent to all concerned by the 10th working day of the next month]

SCHEDULE-D

KEY PERFORMANCE INDICATORS

Framework for KPIs and Incentive Mechanism

1. KPI's (To be monitored quarterly)

S. No	KPI	Explanation	Calculation (in percentage)	Illustrative Examples
KPI 1	Attendance of clinical staff	Attendance of clinical staff is critical to delivery of services. The Concessionaire is encouraged to have proper staff management plans to ensure that service delivery is not affected due to planned/unplanned leaves, replacements etc.	Total number of days the clinical staff was absent in the quarter / (Total number of days the centre was open in the quarter X Total number of clinical staff)	$(1+2+0+0+5+1+0+1+1+2+5+2) \times 100 / 90 \times 12 = 1.8\%$ For 12 clinical staff
KPI 2	Downtime of critical equipments	This KPI forces the Concessionaire to engage the suppliers/OEMs in Service Level Agreements SLAs and Asset Management Contracts (AMCs) for maintenance and servicing of equipments. Reducing equipment downtime increases equipment	Sum (cumulative value) of difference in actual downtimes and benchmark downtimes of the identified critical equipments (highlighted in Schedule A) in a quarter in	$(1+0+0+0+0+1+0) / (2+2+2+2+2+2) \times 100 = 14.2\%$ Assuming 7 critical equipments and benchmark average downtime of 2 days for all equipments for a quarter

		availability which increases throughput.	cases when the actual downtimes exceed the benchmarks / Benchmark downtime for all equipments in that quarter	
KPI 3	Excess average turnaround time (non emergency cases only)	<p>This captures (a) the efficiency of Concessionaire in managing the overall operations and (b) the operations and maintenance of critical equipments and SLAs with other suppliers/vendors .</p> <p>Average Turn Around time is defined (for this project) as the time from when the investigation is completed to the time when his/her report is ready for delivery / pickup by the patient. There are different average turnaround times for different equipments (as per Schedule A).</p>	<p>Sum (cumulative value) of difference between actual average turnaround time and the benchmark average turnaround time for critical equipments where the actual is more than the average turnaround time / Total of Benchmark average turnaround times for critical equipments</p> <p><i>This measurement needs to be done for normal cases</i></p>	<p>$(0.5+0.5+0.3)/(4+4+4) \times 100 = 10.8\%$</p> <p>Assuming 3 critical equipments and 4 hrs of turnaround time for all</p>

			<i>only</i>	
KPI 4	Excess average turnaround time (emergency cases only)	<p>This measures the efficiency of management of emergency cases by the Concessionaire which is important for patient satisfaction and overall effectiveness in service delivery.</p> <p>The benchmark average turnaround times for equipments are also defined in Schedule A.</p>	<p>Difference between actual average turnaround time for emergency cases and the benchmark average turnaround time for all equipments/ Total of Benchmark average turnaround times for all equipments for emergency cases</p> <p><i>All the emergency cases are to be marked separately and this measurement is to be undertaken.</i></p>	<p>$(0.5+0.2+0.1)/(2+2+2) \times 100 = 13.3\%$</p> <p>Assuming 3 critical equipments and 2 hrs of turnaround time for all</p>
KPI 5	Excess average turnaround time for Free cases	<p>To prevent discrimination in nature and quality of services provided to the Free Cases vis-à-vis the other patients. This is a major socio-political threat to the Project which</p>	<p>Difference between actual average turnaround time and the benchmark average turnaround time for all equipments</p>	<p>$(0.5+0.6+0.4)/(4+4+4) \times 100 = 12.5\%$</p> <p>Assuming 3 critical equipments and 4 hrs of turnaround time for all</p>

	needs to be mitigated.	for Free Cases/ Total of Benchmark average turnaround times for all equipments	
Average KPI Score = AKS		Average of score against KPIs = (KPI1+ KPI2+ KPI3+ KPI4+ KPI5) /5	10.52%

2. Scoring Sheet and Payment

S.No.	Average KPI Score (AKS)	Percentage of Total Reimbursement to be paid to concessionaire for the month
1	0% - 5%	100%
2	6% - 10%	95%
3	11% - 15%	90%
4	16% - 20%	80%
5	> 20%	70% (with show cause and explanation)

**This is only applicable for the portion of payment which govt. has to reimburse to the concessionaire and does not apply to direct payment collected by the concessionaire. However the statistics and KPIs have to be reported for all the patients scanned/ treated at the center irrespective of tariff applicable*

3. Suggested down time and average turnaround time (Normal and Emergency Cases) for Critical Equipments

Equipments	Downtime*	Average Turn Around Time* (Normal Course) – Batch processing	Average Turn Around Time* (Emergency Cases) – real time processing
MRI (1.5 Tesla)	Max 17 Days in a Year	Preliminary Report within 24 hours & Final Report Within 48 hours	2 Hour
CT (16 Slice)	Max 17 Days in a Year	Preliminary Report within 24 hours & Final Report Within 48 hours	2 Hour

IN WITNESS WHEREOF the parties hereto of the first and second part have set and subscribed their respective hands and seals on the day, month and year first above written.

For and on the behalf of ~~Governor~~
~~Govt. Of Haryana~~ Director General Health Services, Haryana

(Signature)

(Name)

(Designation)

(Address)

For and on the behalf of Authorized Representative of the Concessionaire

(Signature)

(Name)

(Designation)

(Address)

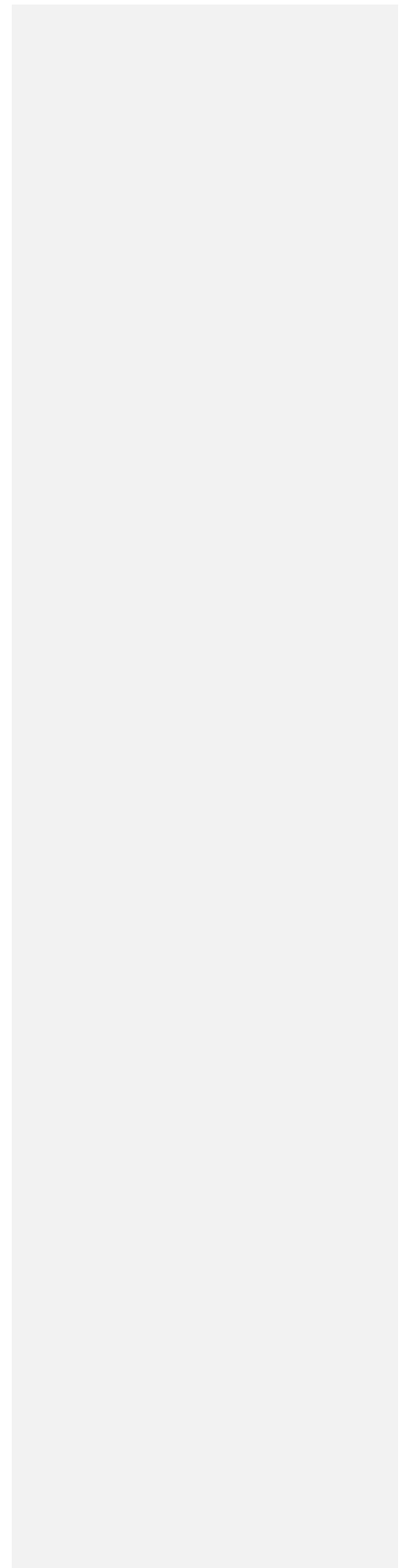
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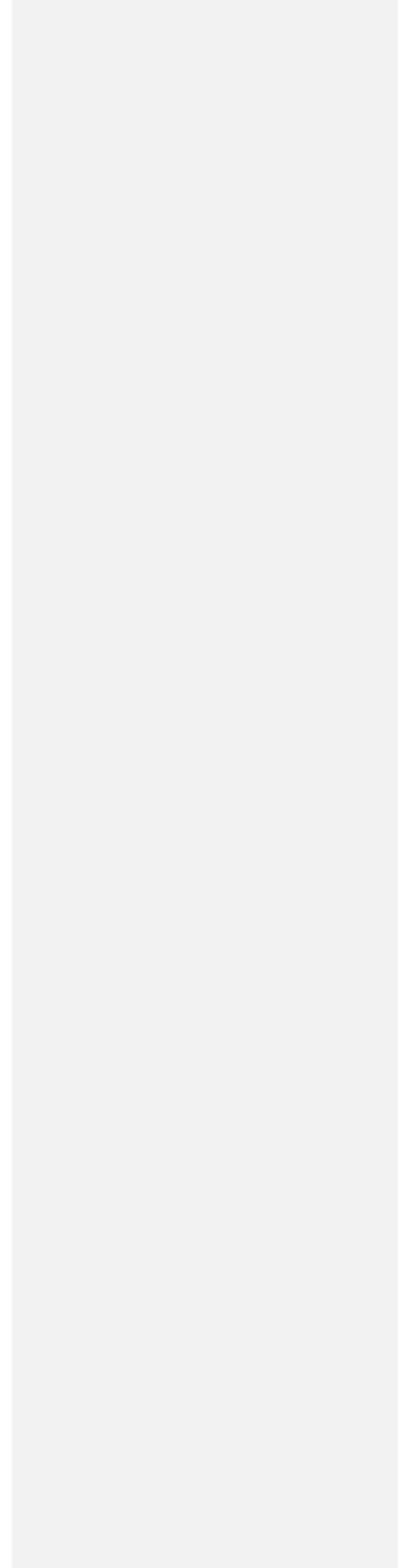
1. _____

2. _____



Annexure XI

Preliminary feasibility report



Annexure XII

~~Technical Specification of MRI and CT scan~~ ~~SPECIFICATIONS FOR A NEW STATE OF ART~~

~~16 SLICE 'ALL PURPOSE' C. T. SCANNER~~

- A) ~~Scanner Design X-Ray generator and tube:~~
- ~~1. Scanner: Whole body spiral CT scanner (16 slices) of latest technology.~~
 - ~~2. X-Ray Generator:~~
 - ~~a) It should be high frequency generator with output of 50 KW.~~
 - ~~b) KV range should be 90 to 130 KVP.~~
 - ~~c) mA should be 340 mA or more.~~
 - ~~3. X-Ray tube:~~
 - ~~a) X-Ray tube anode heat storage capacity of at least 5 MHU.~~
 - ~~b) Peak anode heat dissipation rate of at least 700KHU/minute.~~
 - ~~e) X-Ray tube should be supplied with unconditional complete warranty of 2 years.~~
 - ~~4. Gantry and scanning table:~~
 - ~~a) Gantry aperture of at least 70 cm.~~
 - ~~b) Gantry tilt of +/- 30 deg.~~
 - ~~e) Scan field of view 50 cm or more.~~
 - ~~d) Scanning table load of at least 180 kg.~~
 - ~~e) Metal free scanable range of scan gram/topogram atleast 150 cm.~~
 - ~~f) Facility of emergency manual traction.~~
 - ~~g) Table should have carbon fibre table top.~~
 - ~~h) 3D laser lights for positioning.~~
 - ~~5. Detector System:~~

~~Solid state detectors to acquire min 16 slice at a time, free from frequent calibration.~~

 - ~~6. High Contrast Resolution of atleast 15 Ip/cm or more for axial and helical scanning.~~
 - ~~7. Scan time: Minimum scan time for 360 degree rotation should be 0.6 sec or less.~~
 - ~~8. Slice thickness should be sub mm to 5 mm or more.~~
 - ~~9. Spiral mode Specifications:~~
 - ~~a) Continuous data acquisition with over-lapping slices.~~
 - ~~b) Gapless spiral of atleast 100 cm or more.~~
 - ~~e) Max. Helical for single cont. spiral of at least 100 sec.~~
 - ~~d) Bolus triggered and bolus chase spiral acquisition should be available.~~
 - ~~10. Image Processing System:~~
 - ~~a) Main CPU should be at least 32 x 2 bit or more with RAM of atleast 2 GB.~~
 - ~~b) Image reconstruction matrix of at least 512x512.~~
 - ~~e) Display matrix of atleast 1024x1024.~~
 - ~~d) High resolution Medical grade LCD monitor of 19" or more.~~
 - ~~11. Image Storage and raw data storage of atleast 100 GB.~~
 - ~~12. Image Archiving on CD R/W/DVD. Supply 100 CD R/W or 50 DVD. In addition CD/DVD archival with inbuilt DICOM format is required.~~
 - ~~13. Image transferring/Networking: Should have DICOM interface for transferring images/information in DICOM standard and should permit communication between devices of various manufacturers.~~
 - ~~14. Standard Software: Routine software for image evolution and display. Should have minimum 3 ROI, angle, distance measurements, histogram, profile, symmetry and~~

~~comparison, variable multiple image display with independent window setting, image annotation and labeling etc should be provided.~~

~~15. ADDITIONAL SOFTWARE: All the software is to be available with the system main console/workstation:~~

- ~~a) 3D display programmed for the three dimensional display of surfaces, real time 3D VRT, MPR, MIP 3D SSD/MPVR should be provided.~~
- ~~b) CT based DSA is required for neuro scans.~~
- ~~c) Real time reforming of secondary views. Real time reconstruction should be possible in different planes, cine display, zooming etc.~~
- ~~d) CT angiography with 3D capability and volume rendering capability.~~
- ~~e) Virtual endoscopies with vol rendering tech.~~
- ~~f) CT perfusion for head and body.~~
- ~~g) Contrast monitoring software for marching of scan timing to peak bolus phase chase.~~

~~Additional Workstation: One additional workstation should be of latest version DICOM 3 ready and should be having all the above mentioned softwares & inbuilt perfusion processing software, post processing, image reconstruction in 3D and direct filming facilities from the workstation with CD/DVD writer & USB port should be provided. It must be having the additional workstation with EBW/MMWP/AW/Tera Recon & others.~~

16. ESSENTIAL ITEMS TO BE INCLUDED WITH THE UNIT

- ~~1. PRESSURE INJECTOR latest model dual head with remote control, standard make with 50 compatible disposable syringes.~~
- ~~2. The firm should supply DICOM dry imager atleast 500 PPI/DPI for film size upto 14" x 17", non sensitive to light.~~
- ~~3. Two no. branded computer with core 2 duo processor, 320 GB hard disk, 4 GB RAM with one no. black and white laser printer.~~

III — OTHER ITEMS:

- ~~a) Lead glass 100 x 150 cm or more with lead component as per AERB requirement.~~
- ~~b) Two sets of patient positioning accessories.~~
- ~~c) Servo voltage stabilizer of standard makes of 100 KVA or more.~~
- ~~d) Line interactive UPS system of good brand like Tata Liebert/APC, others of 100 KVA capacity with SMF batteries for the complete system and provision of light in console and gantry room with backup of 40 min or similar rating DG set.~~
- ~~e) Integrated intercom and automatic patient instruction system should be provided.~~
- ~~f) 2 LED view box of two films and three films size (1 each).~~
- ~~g) 2 no. deodorizer. —~~

SPECIFICATIONS FOR A NEW STATE OF ART

128 SLICE 'ALL PURPOSE' C. T. SCANNER

The product offered should be 'top of line' Spiral multislice CT Scanner, with capability of acquiring 128 Slices per 360° degree rotation for comprehensive whole body imaging including cardiac, neuro, chest, abdomen, musculoskeletal and vascular imaging in isotopic resolution. It should also be capable of 3-D reconstructions and display at fast speed during

acquisition on-line as well as real-time, with feasibility of volume rendering and advanced vessel analysis.

The offer should meet the 'technical specifications' as follows:-

1. Model and Make :- specify

(it should be under current production & installation)

2. Gantry

- Should incorporate low Voltage Slip Rings
- Minimum scan time for a 360° rotation should be less than or equal to 0.40 sec. (400 mili-sec.)
- Should have minimum tilt of 30 degrees on either side and remote tilt should be available as standard
- Gantry should be provided with user control panels on either side for positioning of the patient
- The sub-millimeter slice @0.63 mm or less in 64 row 128 acquisitions should be available. The system should be in position to perform 128 slices / rotation for general, cardiac and vascular applications
- Should have 3D positioning laser lights
- The scan FOV in acquisition mode be at least 200 mm to 500 mm with intermediate steps for scanning different anatomies
- Gantry aperture should be at least 70 cm. in diameter

3. X-Ray Generator

- Should be compact and in-built in the gantry
- It is to be of high frequency type having at least 80 kW (actual power) output or more than that if available
- The mA range available should be between 20 to 600 or more, with increment steps of not more than 10 mA. Mention kV selections also.

4. X-Ray Tube

- The X-ray tube should be essentially dual focus with heat storage capacity of 7 MHU or more, with effective storage of at least 25 MHU.
- Peak heat dissipation rate of anode should be at least 1000 KHu/min
- X-ray tube cooler unit should be inside the gantry
 - Specify the configuration of focal spots, and type of X-ray tube
 - Any special feature of X-Ray tube to be highlighted (with due support of product data sheet) eg- Dual energy acquisition by single source.

5. Detectors

- These should be of solid state type. Specify the material
- 128 Slice acquisition per rotation should be possible with the detectors, in 0.63 mm mode. The system should have at least 64 'physical rows' of the detectors. Specify the number of elements in each row
- The Z-axis coverage of at least 40 mm / rotation should be possible for standard and cardiac scans
- Specify the fan angle of X-rays and the geometry
- Detectors should not require frequent calibration

6. Patient Table

- should have minimum weight bearing capacity of 200 kilograms
- The minimum table top height should not be more than 35 cms from floor level for easy transport of trauma patients
- Table top width to be at least 42 Cms for better comfort
- The range of metal free scannable range should be at least 160 cms.

- The vertical range (max. Ht. — min. Ht.) : Please specify
- Remote controlled UP / DOWN and FWD / BWD movement.
- Pitch to be freely selectable in automatic / manual mode : 0.15—1.5
- specify the reproducing accuracy of the Table

7. Topogram / Scanogram

- Length and Width : Specify the range
- Scan times : specify range, and whether real time image option available
- Views : should be feasible in Frontal and Lateral orientations
- Should be possible to interrupt acquisition manually, if necessary

8. Spiral / Helical section

- The system offered should have spiral capability of at least 100 seconds continuous. Real time spiral @ 10 f/s should be standard
- Range of spiral facility in axial direction should be more than 100 cms
- Reconstruction time in spiral scan should not be more than 100 mili sec.
- The system should perform tilt spiral scan as standard at any of the chosen angle in multislice mode.
- Facility of multi spirals, bi-directional spirals and back to back spirals : specify if available
- There should be smart prep or equivalent facility and ability to track contrast media, to trigger scanning should be included
- High — resolution scan package of 0.63 mm or less should be offered as standard with this CT system
- Multi slice CT fluoroscopy, with at least 3 slice positions and reconstruction @ 10 images / sec. may be quoted as an optional feature

9. Host Computer

- It should be offered with latest 'multi-tasking' processors and a menu driven platform, with 64 Bit CPU and 8 GB or more RAM memory
- Two monitors independent console shall be preferred, with latest Medical Grade Color Monitors of at least 18" — flat screen. The twin monitor system would work on either shared or common data base
- The display matrix should be at least 1024 x 1280 or more
- The reconstruction time for an axial scan should not be more than 100 milli seconds
- The Hard disk capacity for both image and raw data should be at least 250 GB or more
- It should have facility to store 4,00,000 images or more, of 512 matrix
- the system should be supported with 'Archiving' facility in DVD & CD of 600 or 700 MB capacity
- DICOM facility to send, store, print, receive, Query/Retrieve, MWM, MPPS etc. should be standard.
- PC based connectivity should be offered as standard, for easy transfer of images & Report
- Additional two independent work stations (4 GB or higher RAM) with thin client server architecture with capacity of all 2D and 3D post — processing, cardiac recon, CT Angio, and archiving as well as DICOM print facility should be included in scope of supply.

10. Image Processor

- Specify : the Operating System configuration
(Processor shall be a high speed CPU : 3.0 GHz or better and with an independent Hard disk storage capacity of 125 GB or more)
- Image reconstruction time should be at least 20 images per second or better for all types of acquisition modes including cone beam correction

- ~~The system is to have standard software like 3D volume rendering, MIP, CT-Angio (Color display), virtual endoscopy, CT perfusion, prospective ECG-gated scan, Dental and bone mineral study on the main console as well as on atleast ONE workstation.~~
- ~~The following software should be offered as standard (MPR, CPR, SSD, MIP, MinIP, ROI, VOLUME CALCULATION, CT NUMBER DISPLAY, WW, WL, TOPOGRAM DISPLAY, CINE DISPLAY, HRCT LUNG, DYNAMIC SCAN, QUANTITATIVE VESSEL ANALYSIS)~~
- ~~Cardiac scan attachment with ECG-gated segmental recon., calcium score, plaque analysis cardiac function, flythrough in coronaries should be available in the main console as well as in the workstation.~~
- ~~Automatic display of MPR images after scan will be preferred.~~
- ~~Bolus triggered Brain perfusion study (at least 3 —levels) with automatic CBF, CBV, MTT, TTP maps, ROI placing & comparing and saving maps.~~
- ~~Neuro DSA with auto bone removal software~~
- ~~Lung CT : low dose protocols for lung nodule, assessment and follow-up;~~
- ~~Lung segmentation software for nodule detection~~
- ~~Complete cardiac package with ECG-gated studies (prospective and retrospective tagging) with cardiac review & functional analysis(ventricular motion and regional wall motion); One touch volume rendering of the whole heart, ECG-gated dose modulation; Calcium and 'coronary angio' reporting.~~
- ~~Volume rendering technique with axial cross reference imaging alongwith measurement tools on VR 2D & 3D images, and small volume measure package; MIP slab viewer etc. shall be preferred~~
- ~~There should be 'state of Art' workstations (2 in No.) with at least 4 GB or higher RAM; CD / DVD / Archival / DICOM viewer. These should support all the software as listed on the main console.~~

11. Contrast RESOLUTION

- ~~Spatial resolution of system should be mentioned with parameters~~
- ~~The high contrast resolution be more than 20 lp/mm in all routine scans, including spiral and axial mode~~
- ~~The low contrast resolution should not be more than 3 mm at 0.5%~~
- ~~Shoulder and Pelvis streak artifact suppression software would be standard with the system offered~~
- ~~Noise suppression protocols to maintain LCR at low dose. Cardiac CT: value of (i) Spatial (mm) and (ii) Temporal (m sec.) resolution~~
- ~~Special software (like mA modulation in routine and cardiac mode) to ensure Dose efficiency should be standard.~~

12. Specify : CT Dose Index

- ~~Should have iterative reconstruction technique for X-ray dose reduction~~
- ~~Low dose Paediatric CT mode should be available~~
- ~~Patient's Radiation Dose (CTDI vol.; DLP) must be displayed on the monitor and the imaging films.~~

13. Software for Remote Diagnostics service over a tephone line

- ~~System must be PACS interface ready~~
- ~~Fully DICOM 3.0 compliant, including DICOM modality work list (with automatic procedure selection) and capability from HIS —RIS interface.~~

14. Accessories : Essential

- ~~Dry Chemistry Laser Imager (dpi 500 or more) of a reputed make : Integrated with main console and workstation~~
- ~~Color Laser Printer (High Resolution) for color coded images~~

- ~~Lead Glass of 120 x 80 cms dimension~~
- ~~UPS with half hour 'back up' to run entire CT system, Workstations and Laser Imager (should be 160 kVA or more, as per CT system's rating)~~
- ~~Dual—Head Pressure imager of reputed make (500 syringes & Tubings to be supplied with it)~~
- ~~Multi para monitor with pulse oximeter (for monitoring vitals) of standard make~~
- ~~Zero Lead Aprons (5 No.) with one Apron stand~~
- ~~All accessories (standard & mandatory) for 'positioning in comfort' of a patient (Infant old aged) for fast CT Scanning~~

~~15. Product Data Sheets~~

- ~~All compliance to the 'Technical Specifications' of 128 Slice CT in this Tender MUST be supported in form of original Data sheets / Original certificate from the principle / manufacturer.~~

~~16. Certifications~~

- ~~Offered model of 128 Slice CT should be European CE and / or US F.D.A. approved Cpy of certificates should be submitted with the Tender~~
- ~~The quoted model of 128 Slice CT 'Must' be AERB approved :- document of type approval should be attached~~

~~C.T. applications proposed to be done on 128 Slice MDR CT~~

~~Sl. No. Name of CT Investigation~~

- ~~1 Head (Plain)~~
- ~~2 Head (Plain & Contrast)~~
- ~~3 Facial Structures~~
- ~~4 PNS / Orbits~~
- ~~5 Neck / Larynx~~
- ~~6 Temporal bone HRCT~~
- ~~7 Dentascan~~
- ~~8 Thorax (Chest)~~
- ~~9 Abdomen Upper~~
- ~~10 Abdomen Whole~~
- ~~11 Pelvic region~~
- ~~12 Musculoskeletal (any one limb)~~
- ~~13 Joint (any one)~~
- ~~14 Spine (one region)~~
- ~~15 CT Angiography~~
- ~~16 Virtual endoscopy~~
- ~~17 Perfusion Study~~
- ~~18 RT Planning / Neuro navigation~~
- ~~19 Cardiac C. T. Scanning~~
- ~~20 Interventional procedures~~
 - ~~-Diagnostic~~
 - ~~-Therapeutic~~

~~TECHNICAL SPECIFICATION OF STATE OF THE ART LATEST GENERATION 1.5 T SUPER CONDUCTING MAGNETIC RESONANCE IMAGING SYSTEM (MR)~~

S.N	Specifications
1	—Operational requirements

1.1	Whole Body 1.5 Tesla Magnetic Resonance Imaging system optimized for higher performance in Cardiac and Neuro-radiological examination with short superconducting magnet, high performance gradients and digital Radio Frequency. All capabilities as detailed below should be integral part of the quotation and none of these essential requirements should be quoted as optional.
2.1	—Magnet System
A.	1.5 Tesla active shielded super-conducting magnet.
B.	The length of magnet should be not more than 200 cm and the bore should be wide i.e. 60cm or more with flared openings.
C.	It should have facilities of better illumination, ventilation and designed to avoid patient claustrophobia
D.	The magnet should be shielded from the external interferences
E.	The homogeneity of the magnet should be mentioned in relation to 10.20.30.40 cm DSV. Give details of the number of planes, plots and number of measurement per planes, to measure the homogeneity
F.	Global and local auto shimming should be available.
G.	Automated patient specific on line shimming should be available.
H.	Specify the weight of the magnet including the gradient and cover etc
I	The front panel of Gantry should display table and patient position
2.2	—GRADIENT SYSTEM
1	Actively shielded Gradient system with strength of at least 33/m or more with slew rate of 120mT/m/msec or more.
2	The duty cycle should be 100 percent. Please give details.
3	The Gradient system should have provision for eddy current compensation
4	Field of View should be at least 50 cm in all three axes
5	Minimum TE & TR in 2D/3D should be specific for all sequences.
6	Minimum Slice Thickness in 2D & 3D should be specific in relation to the sequence.
7	Echo Train Length in both Spin Echo and Gradient Echo should be at least 255 or more
8	The measurement matrix should be from 128X128 to 10024X1024 in both 2D and 3D imaging as well
2.3	—RF SYSTEM
1	RF system should be fully digital & solid state with transmit power of at least 15 kW
2	RF system should have at least minimum of 32 (16 in case the machine has 4G TIM/dstream/GEM) independent RF receiving channels with each having bandwidth of 1MHz or more
3	Should have necessary hardware to support Phased array coils.
4	Specify frequency stability and amplifier resolution
5	RF system should be compatible with parallel imaging techniques. It should be able to support time reductions with compatible coils in 2D/3D imaging in Body/Neuro imaging up to acceleration factor of at least 4.
2.4	—RF COIL
1	The main body coil separate integrated to the magnet must be Quadrature / CP. In addition to this coil following coils should be quoted.
2	Phase Array Head coil. It should be at least 8 Elements or more
3	Multichannel Neurovascular coil with at least 16 Elements.
4	In case above two coils do not suffice in combination for complete Neuro-vascular study from Aortic arch to Circle of Will, please quote separate coil in addition to above two coils for this study.

5	Phased Array Spine Coil for thoracic and Lumbar spine imaging for whole spine study. It should have at least 10 elements.
6	It should be possible to do Head and Spine (Whole Spine) imaging together without changing the coil. It should be possible to do the same either with combination of coils or a dedicated coil to achieve the same should be quoted.
7	Phased Array Body coil, capable of doing abdomen, pelvis, MRCP and peripheral imaging. It should have at least 16 elements and 48cm FOV. Please specify the time reduction factor with parallel acquisition techniques.
8	Flexible Coil—Large FOV—Specify
9	Flexible Coil—Small FOV—Specify
10	Dedicated Knee Coil—8 channels or more
11	Endorectal Coil for higher resolution imaging of prostate, colon, rectum and cervix imaging.
12	Dedicated Shoulder Coil 8 channels or more
13	Coil for Cardiac imaging with 8 channels or more For Medical College
14	Suitable Peripheral Anglo Coil. Specify type and no. of elements used/ dedicated peripheral.
15	Orbit Coil
16	Breast Coil capable of bilateral breast imaging. Bilateral Breast Coil with at least 4 elements with fully functional spectroscopy. System should have facility for breast imaging with facility to prepare patient fully outside the exam room and scanning the patient using docking facility with table and coil combination without repositioning of the patient.
	Note: Total coils should be 15 including integrated Quadrature body coil. All the above coils should be taken as individually for all the applications asked for.
25.	PATIENT HANDLING SYSTEM
1	Please specify the table type
2	The table should be fully motorized with computer controlled table movements in vertical and horizontal directions
3	The position accuracy should be at least +/- 1mm or better
4	The table should be able to withstand patient load of 180 Kgs.
5	The table should have facility for manual traction in case of emergency
6	The table should have patient auto alarm system.
7	The CCTV system with LCD display to observe the patient.
8	The table should deliver the protocols for automatic bolus chasing in Peripheral Anglo with automatic table movement.
9	The table should be dock able or the system should be quoted with dock able trolley with removable table top
2.6	Host Computer / Main Console and Image Processor
1	Computer system should be at least in the industry, fast and efficient. It should have at least 8 GB RAM.
2	The system should have image storage capacity of at least 2,00,000 images in 256X256 matrix.
3	The main Host computer should have at least 19 inch TFT/LCD type color monitor.
4	The main console should have integrated MR compatible music system of the patient.
5	The system should have CD/DVD archiving facility on the main console.
6	Additionally 500 high storage CD's or 1000 high storage DVD's of compatible writing speed to be provided
7	One workstation with 19 inch or more LCD monitor to be provided for the application as listed under item 2.8(in addition to console)
2.7	APPLICATION SOFTWARE/HARDWARE

1	The system should have basic sequences package with Spin Echo, inversion Recovery, Fast spin echo and Gradient Echo with echo train length of 255.
2	The application software for image smoothing and edge sharpness etc for improvement in image resolution techniques.
3	Single and Multi shot EPI imaging techniques
4	MR Angio Imaging: Should have 2D/3D TOF, 2D/3D PC, MTS and TONE CEMRA for head, spine and body applications.
5	Fat and water excitation — Please specify the application packages
6	Diffusion Weighted Imaging with b value range up to 10000 with a facility to generate the ADC map with the acquired b value. The system should have facility for online automatic generation of ADC maps
7	Please specify the motion correction algorithm/package for high resolution motion free Diffusion weighed imaging with multishot/ segmented EPT techniques. It should be possible to have FLAIR diffusion with generation of corresponding ADC maps.
8	Perfusion Imaging to enable large anatomy coverage of the brain and in line calculation of the resulting hemodynamic as well as physiological parameters. The perfusion analysis should have capability to calculate color display of rMTT,rCBV,rCBF, corrected CBV, permeability constant and volume leakage.
9	BOLD imaging: BOLD technique with automated 3D motion correction. Z score, correlation analysis with color overlay on anatomical image. It should be possible to have Real Time Processing of BOLD imaging data on the main console for the complete reconstruction. Functional imaging with package for Bold imaging and spectroscopic imaging & processing package with paradigm generator (non google based) with large high resolution monitor that can be moved to any part of the exam room. It should be fully integrated with MR Console for driving the paradigms. Should have console computer, E prime microphone, fiber optic cables, etc.
10	The System should have facility for quantification of the CSF flow data on the main console and / or the workstation
11	The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel multislice 2D, 3D spectroscopy and also the Chemical shift imaging in 2D/3D. The complete processing/ post processing software including color metabolite maps should be available.
12	Advanced Cardiac Application for morphology, wall motion, perfusion imaging, myocardial viability imaging, Cardiac functions including EF ED/ES volume, Cardiac output wall thickness. Cardiac Tagging techniques. Coronary artery techniques.
13	The system should have prospective ECG triggering and retrospective gating with navigator pulses, interactive or automatic definition of the ventricular and myocardial contours, cine imaging, grid tagging. Besides this comprehensive set of all post processing software for the above mentioned cardiac applications should be mentioned as standard.
14	The system should be supplied with ECG Trigger, respiratory trigger peripheral pulse trigger and external trigger electrodes.
15	The system should have facility to do head to Toe imaging without shifting the patient at one go for metastases study and Whole Body diffusion with background suppression and without any loss of SNR.
16	The system should also be quoted with prostate and breast spectroscopy Package

17	The System should perform DTI at least in 32 directions with possibility of processing with depiction anisotropy mean diffusivity and other DTI metrics. Provide the fibre tracking software with overlays on various conventional images.
18	The system quoted should have the software for whole Body Diffusion weighted imaging.
2.8.1	Workstation with latest advanced post processing software with complete DICOM functionalities as the main console with 19 inch TFT/LCE colour monitor with Hard disk of at least 2,00,000 image storage in 256X256 matrix and 8GB RAM.
2	Image documentation should be possible from the main console as well as the workstation.
3	The workstation should have availability of Cardiac, perfusion analysis processing of 2D/3D CSI data. Processing of Real Time BOLD imaging data with colour metabolite mapping, quantification of the CSF flow data, vascular analysis package and volume rendering technique.
5	The system should be quoted with software package like mDIXSON/DIXSON or equivalent package for fat and water suppression. The system be quoted with LAVAXV, TRICKXV, PROPELLER or equivalent software with the vendor
2.9	Dry Chemistry Laser Imager with
1	Resolution 16 bits/500 dpi or more with minimum three online ports for Films.
2	Support Multiple Film Sizes: One of which must be 17"X14"
3	DICOM Ready (attach conformance statement)
2.10	Laser colour printer (Paper)
1	DICOM Complaint
2	Resolution at least 1200 x 1200 dpi or greater.
3	More than 20 ppm.
2.11	MR Compatible Pressure Injector:
1	Must have independent dual Syringe Power head console must have full colour touch screen with user defined protocols with programmable inter scan delay Power injector Must have following features, Non Ferrous automatic syringe size detection, performs single/dual phase contrast injections, provides saline flush delivery and allows timed contrast delivery. Must be compatible with 10,15,20 & 30ml pre-filled contrast syringes and 50 ml syringes for both saline & contrast(10 Nos. of 50 ml Syringes with connectors should be provided) Must be able to observe progress of injection and view injection results.
	Power Supply
3.1	Online UPS of 160 KVA rating along with Voltage regulation should be supplied for complete system (including Chiller) with minimum 30 minute backup
4.	Standards and Safety— It should be US FDA/European CE approved product.

SPECIFICATIONS FOR A NEW STATE OF ART

16 SLICE 'ALL PURPOSE' C. T. SCANNER

A) Scanner Design X-Ray generator and tube:

1. Scanner: Whole body spiral CT scanner (16 slices) of latest technology.

2. X-Ray Generator.

a) It should be high frequency generator with output of 24 KW.

b) KV range should be 90 to 130 KVP.

- c) mA should be 180 mA or more.
- 3. X-Ray tube:
 - a) X-Ray tube anode heat storage capacity of at least 2 MHU.
 - b) Peak anode heat dissipation rate of at least 300KHU/minute.
 - c) X-Ray tube should be supplied with unconditional complete warranty of 2 years.
- 4. Gantry and scanning table:
 - a) Gantry aperture of at least 65 cm.
 - b) Gantry tilt of +/- 30 deg or equivalent digital tilt is available with the system.
 - c) Scan field of view 40 cm or more.
 - d) Scanning table load of at least 150 kg.
 - e) Metal free scan able range of scan gram/topogram at least 120 cm.
 - f) Facility of emergency manual traction.
 - g) Table should have carbon fibre table top or equivalent.
 - h) 3D laser lights for positioning.
- 5. Detector System:

Solid state detectors to acquire min. 16 slice at a time, free from frequent calibration.
- 6. High Contrast Resolution of at least 13 Lp/cm or more for axial and helical scanning.
- 7. Scan time: Minimum scan time for 360 degree rotation should be equal to or less than 1 sec.
- 8. Slice thickness should be sub mm to 5 mm or more.
- 9. Spiral mode Specifications:
 - a) Continuous data acquisition with over-lapping slices.
 - b) Gapless spiral of at least 90 cm or more.
 - c) Max. Helical for single cont. spiral of at least 90 sec.
 - d) Bolus triggered and bolus chase spiral acquisition should be available.
- 10. Image Processing System:
 - a) Main CPU should be at least 32 x 2 bit or more with RAM of at least 2 GB.
 - b) Image reconstruction matrix of at least 512x512.
 - c) Display matrix of at least 1024x1024.
 - d) High resolution Medical grade LCD monitor of 19" or more.
- 11. Image Storage and raw data storage of at least 100 GB.
- 12. Image Archiving on CD R/W/DVD. Supply 100 CD R/W or 50 DVD. In addition CD/DVD archival with inbuilt DICOM format is required.
- 13. Image transferring/Networking: Should have DICOM interface for transferring images/information in DICOM standard and should permit communication between devices of various manufacturers.
- 14. Standard Software: Routine software for image evolution and display. Should have minimum 3 ROI, angle, distance measurements, histogram, profile.

symmetry and comparison, variable multiple image display with independent window setting, image annotation and labeling etc. should be provided.

15. ADDITIONAL SOFTWARE: All the software is to be available with the system main console/workstation.

- a) 3D display programmed for the three dimensional display of surfaces, real time 3D VRT, MPR, MIP 3D SSD/MPVR should be provided.
- b) CT based DSA is required for neuro scans.
- c) Real time reforming of secondary views. Real time reconstruction should be possible in different planes, cine display, zooming etc.
- d) CT angiography with 3D capability and volume rendering capability.
- e) Virtual endoscopies with vol rendering tech.
- f) CT perfusion for head and body.
- g) Contrast monitoring software for marching of scan timing to peak bolus phase chase.

Additional Workstation: One additional workstation should be of latest version DICOM 3 ready and should be having all the above mentioned softwares & inbuilt perfusion processing software, post processing, image reconstruction in 3D and direct filming facilities from the workstation with CD/DVD writer & USB port should be provided. It must be having the additional workstation with EBW/MMWP/AW/Tera Recon & others.

16. ESSENTIAL ITEMS TO BE INCLUDED WITH THE UNIT

1. PRESSURE INJECTOR latest model single head with remote control, standard make with 50 compatible disposable syringes.
2. The firm should supply DICOM dry imager atleast 500 PPI/DPI for film size upto 14" x 17", non sensitive to light.
3. deleted.

III OTHER ITEMS:

- a) Lead glass 100 x 150 cm or more with lead component as per AERB requirement.
- b) Two sets of patient positioning accessories.
- c) deleted.
- d) Line interactive UPS system of good brand like Tata Liebert/APC/Emerson, others for full system with SMF batteries for the complete system and provision of light in console and gantry room with backup of 15 min or similar rating DG set.
- e) Integrated intercom and automatic patient instruction system should be provided.
- f) 2 LED view box of two films and three films size (1 each).

IV The machine should have been launched in the last 5 years, India or Globally.

V. Standards and Safety –

It should be US FDA/European CE approved product.

Annexure XIII

Staffing Norms for Radiological Centre

Minimum no of qualified persons viz Radiologists and technicians with their qualifications as well other staff:

The details of staff to be posted at the radiological center are as follows:

- a. Radiologist- Minimum 1. Qualification – MCI recognised MD(Radiology)/DNB(Radiology)/DMRD.
- b. Radiation Safety Officer –1 for CT Scan Center. (As per AERB guidelines)
- c. Radiographers/ Technicians- minimum 2, qualification MRI/CT technician course from a recognised institute.
- d. Staff Nurse- Minimum 1, Qualification - GNM
- e. Receptionist – Minimum 1, BA with computer knowledge. f. Helper/Class IV – Minimum 2, 10+2 pass.

The above mentioned staff requirement is for only one MRI/CT Scan centre.

In case the person has to operate both MRI and CT scan at the same center then the staff requirement shall be:

- a. Radiologist- Minimum 1. Qualification – MCI recognized
- b. MD (Radiology)/DNB(Radiology)/DMRD
- c. Radiographers/ Technicians- minimum 3, qualification MRI/CT technician course from a recognized institute.
- d. Staff Nurse- Minimum 1, Qualification - GNM
- e. Receptionist – Minimum 2, BA with computer knowledge.
- f. Helper/Class IV – Minimum 3, 10+2 pass.