

महाराष्ट्रशासन

संचालनालय, वैद्यकीय शिक्षण आणि संशोधन, मुंबई

DIRECTORATE OF MEDICAL EDUCATION AND RESEARCH

Government Dental College and Hospital Building, 4th Floor, PD Mello Road, Fort,
Mumbai 400 001

Website: <http://mahatenders.gov.in>



Request for Proposal Document

**Development, Operation and Maintenance of
Radiology Centres on Public Private
Partnership Mode in Maharashtra, India**

e-94 (2024-25)



TABLE OF CONTENTS

| | |
|---|-----------|
| BID INFORMATION SHEET | 3 |
| GLOSSARY | 5 |
| DISCLAIMER | 8 |
| INTRODUCTION | 10 |
| INSTRUCTION TO BIDDERS..... | 15 |
| EVALUATION OF BIDS..... | 36 |
| FRAUD AND CORRUPT PRACTICES..... | 39 |
| MISCELLANEOUS | 41 |
| APPENDIX – I:..... | 43 |
| Formats for TECHNICAL Bid..... | 43 |
| ANNEXURE A..... | 43 |
| Letter Comprising the Bid | 43 |
| ANNEXURE B..... | 48 |
| General Information of Bidder | 48 |
| ANNEXURE C | 50 |
| Power of Attorney for Signing of Bid | 50 |
| ANNEXURE D - Power of Attorney for Lead Member of Consortium | 52 |
| ANNEXURE E - Format for Bid Security (Bank Guarantee) | 55 |
| ANNEXURE F - Joint Bidding Agreement | 58 |
| ANNEXURE G - Technical Capacity of Bidder | 64 |
| ANNEXURE H - Financial Capacity of Bidder..... | 66 |
| ANNEXURE I - NON-COLLUSION CERTIFICATE | 68 |
| ANNEXURE J - DECLARATION CUM UNDERTAKING BY BIDDER | 69 |
| ANNEXURE K - Bid Checklist..... | 70 |
| APPENDIX- II: SITE VISIT DETAILS | 71 |
| APPENDIX – III: CONCESSION AGREEMENT | 72 |

BID INFORMATION SHEET

| S. No. | Particulars | Details |
|--------|--|--|
| 1. | Date of issue of RFP and reference no. | February 17, 2025 Reference No.: [●] |
| 2. | Tender Form Fee | Rs. 50,000 (Indian Rupees Fifty Thousand) |
| 3. | Name of the Authority | Directorate of Medical Education and Research, Mumbai |
| 4. | Name of the Contact Officer | Commissioner, Directorate of Medical Education & Research, Mumbai Dmer.procurement@maharashtra.gov.in Medd.prasha1@mah.gov.in With a copy to Suhas Pande - spande4@ifc.org |
| 5. | Method of Selection | 'Single Stage Two Envelope System' |
| 6. | Issuance of draft Concession Agreement | February 17, 2025 |
| 7. | Visit to identified Spaces | As per Appendix II of the RFP. |
| 8. | Last date for submission of queries | February 26, 2025 |
| 9. | Last date of download of Bidding Documents | 2 days before Bid Due Date |
| 10. | Bid Due Date and time | March 10, 2025 at 1600 Hrs. |
| 11. | Last Date and Time for submitting originals of the following documents: <ul style="list-style-type: none"> • Bid Security • Power of Attorney for signing of bid. • Power of Attorney for Lead Member of Consortium (if applicable) | Within 1 day from Bid Due Date and time |
| 12. | Bid validity period | 120 (one hundred and twenty) days from the Bid Due Date |

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| 13. | Bid Security | Rs. 75,00,000 (Indian Rupees Seventy Five Lakhs) in the form of a Bank Guarantee |
| 14. | Mode for submission of Bids | Online through Portal viz http://mahatenders.gov.in |
| 15. | Address for submission of Bid Security and Power of Attorneys | 4th floor, Government Dental College and Hospital Building, St. George's Hospital Compound, P' Demello Road, near C.S.T. Railway Station, Fort, Mumbai-400001 |
| 16. | Date and time of opening of Technical Bids | To be intimated later |
| 17. | Date of opening of Financial Bids | As per government approvals |
| 18. | Issue of Letter of Award (LOA) | As per government approvals |
| 19. | Communication of the acceptance of the LOA or submission of acknowledged copy of LOA by the Selected Bidder | As per government approvals |
| 20. | Signing of Concession Agreement | As per LOA and government approvals |

GLOSSARY

| | |
|----------------------|--|
| Addendum | As defined in Clause 2.10.1 |
| Applicable Laws | As defined in the Concession Agreement |
| Associate | As defined in Clause 2.1.13 |
| Authority | As defined in Clause 1.1.1 |
| Bank Guarantee | As defined in Clause 2.21.1 |
| Bid(s) | Bids means collectively the Technical and Financial Bids. |
| Bidder(s) | Parties that submit their Bids in accordance with this RFP and shall include the Members of the Consortium. |
| Bidding Documents | As defined in Clause 1.1.6 |
| Bid Due Date | As defined in Clause 1.1.6 |
| Bidding Process | As defined in Clause 1.2.2 |
| Bid Security | As defined in Clause 1.2.5 |
| BOQ | Item-wise Bill of Quantity in the form of an excel sheet |
| CGHS | Central Government Health Scheme |
| Competent Authority | Registration Committee constituted by the Department for Promotion of Industry and Internal Trade as mentioned in Annex I of the Order (Public Procurement No. 1) dated July 23, 2020. |
| Concession | As defined in Clause 1.1.4 |
| Concession Agreement | As defined in Clause 1.1.3 |
| Concessionaire | As defined in Clause 1.1.3 |
| Concession Period | As defined in the Concession Agreement |
| Conflict of Interest | As defined in Clause 2.1.13 |
| Crore | Ten million (10,000,000) |
| Consortium | As defined in Clause 2.2.1 (a) |
| CT | Computed Tomography |
| Damages | As defined in Clause 2.1.13 |
| Discount | As defined in Clause 1.2.7 |
| Tender Form Fee | As defined in Clause 2.1.3 |
| DBFOT | As defined in Clause 1.1.1 |
| EMD | Earnest Money Deposit |
| Financial Bid | As defined in Clause 1.2.2 |
| Financial Capacity | As defined in Clause 2.2.2 I (b) |
| Financial Year | The year starting from April 1 and ending on March 31 of the following year or the accounting year followed by the Bidder in the course of its normal business. |
| Healthcare Business | The business of rendering healthcare services, manufacture, sale and |

| | |
|------------------------------|---|
| | supply of goods, equipment, components, etc required for rendition of healthcare services, allied activities including investment in such businesses. |
| Highest Bidder | As defined in Clause 1.2.7 |
| IFC | International Finance Corporation |
| Joint Bidding Agreement | As defined in Clause 2.2.3 (f) |
| Lakh | Hundred thousand (100,000) |
| Lead Member | As defined in Clause 2.2.3 (c) |
| LOA | As defined in Clause 3.3.7 |
| MCH | Medical College Hospital |
| Member | Member of a Consortium |
| Minimum Eligibility Criteria | As defined in Clause 2.2.2 I |
| MRI | Magnetic Resonance Imaging |
| Net Worth | As defined in Clause 2.2.2 I (b) |
| NABH (MIS) | National Accreditation Board for Hospitals and Healthcare Providers (Medical Imaging Services) |
| Portal | As defined in Clause 1.2.1 |
| Power of Attorney(s) | The power of attorney for signing of bid and/or the power of attorney for Lead Member of Consortium (as the context may require). |
| Project | As defined in Clause 1.1.1 |
| Project COD | As defined in the Concession Agreement |
| PDF | Portable Document Format |
| Project Development Fee | As defined in Clause 2.4.2 |
| PPP | Public Private Partnership |
| Qualified Bidder(s) | As defined in Clause 1.2.2 |
| Radiology Centres | As defined in Clause 1.1.1 |
| Re. or Rs. or INR | Indian Rupee |
| RFP or Request for Proposal | As defined in the Disclaimer |
| Second Highest Bidder | Qualified Bidder offering the second highest Discount |
| Selected Bidder | As defined in Clause 3.3.4 |
| Scheduled Bank | As defined in Clause 2.21.1 |
| Subject Person | As defined in Clause 2.1.13 (a) |
| Spaces | As defined in Clause 1.1.2 |

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|----------------------|--|
| SPV | Special Purpose Vehicle |
| Technical Bid | As defined in Clause 1.2.2 |
| Technical Capacity | As defined in Clause 2.2.2 I (a) |
| Tie Bidders | As defined in Clause 3.3.4 |
| Third Highest Bidder | Qualified Bidder offering the third highest Discount |
| Total Project Cost | As defined in the Concession Agreement |
| USD | United States Dollars |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

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

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

Directorate of Medical Education and Research, Mumbai

1. INTRODUCTION

1.1 Background

- 1.1.1 The Directorate of Medical Education and Research, Mumbai (the "**Authority**") is committed to improve the health scenario in the state of Maharashtra and is engaged in the development of health infrastructure across the state. As part of this endeavor, the Authority has decided to undertake the "Development, Operation and Maintenance of a statewide network of radiology laboratories with advanced imaging machines like CT, MRI and PET-CT in Maharashtra, India" (the "**Radiology Centres**") through Public Private Partnership (the "**PPP**") mode on design, build, finance, operate and transfer ("**DBFOT**") for the following MCHs ("**Project**"):

| S. No. | Name of Medical College Hospital | Mode of Development |
|--------|---|---------------------|
| 1. | Shri Bhausaheb Hire Government Medical College, Dhule | Brownfield |
| 2. | Government Medical College, Chhatrapati Sambhaji Nagar | Brownfield |
| 3. | Grant Medical College and Sir J.J. Group of Hospitals, Mumbai | Greenfield |
| 4. | St. George's Hospital, Mumbai | Brownfield |
| 5. | Gokuldas Tejpal Hospital, Mumbai | Greenfield |
| 6. | Cama & Albless Hospital, Mumbai | Brownfield |
| 7. | Padmabhooshan Vasantraodada Patil Government Hospital, Sangli | Greenfield |
| 8. | Government Medical College Hospital, Miraj, Sangli | Brownfield |
| 9. | Government Medical College Baramati, Pune | Brownfield |
| 10. | Byramjee Jeejeebhoy Government Medical College and Sassoon General Hospitals, Pune | Brownfield |
| 11. | Rajarshee Chhatrapati Shahu Maharaj Government Medical College and Chhatrapati Pramilatai Raje Hospital, Kolhapur | Brownfield |

The Authority shall award the Project to the Selected Bidder in accordance with this RFP.

- 1.1.2 For the Project, the Authority has identified spaces within the relevant Medical College Hospitals of Maharashtra which consist of both greenfield and brownfield spaces (the

"**Spaces**"). The Spaces shall be allotted to the Selected Bidder by the Authority through the MCHs. The details of the Spaces, their location, basic infrastructure facilities and other features are provided in the Concession Agreement.

- 1.1.3 The Selected Bidder either through the incorporation of a SPV under the Companies Act, 2013, or directly, in case it is a single entity/company (the "**Concessionaire**"), shall be responsible for the financing, designing, developing, equipping, operating and maintaining the Project, and facilitating training of medical students in the Radiology Centres under the Applicable Laws and in accordance with the provisions of a long-term concession agreement ("**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.4 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the exclusive right, license and authority to finance, design, develop, equip, operate and maintain the Project ("**Concession**").
- 1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.6 All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids ("**Bid Due Date**"). As a part of the Bidding Process the Authority shall receive a Technical Bid and a Financial Bid in the BOQ that can be downloaded by the Bidders from the Portal and a Bid Security, in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**").
- 1.1.7 The Project is to be granted for an initial term of 11 (eleven) years, with the option of extension for an additional period as per the terms of the Concession Agreement.

1.2 Brief description of Bidding Process

- 1.2.1 The submission of the Bids will be online, through e-tender portal viz <http://mahatenders.gov.in> ("**Portal**").

- 1.2.2 The Authority has adopted a single-stage two envelope process (the "**Bidding Process**") for selection of a Bidder for award the Project. All Bidders shall simultaneously submit their relevant technical and commercial qualification details for the purpose of meeting Minimum Eligibility Criteria ("**Technical Bid**") and financial proposal for quoting Discount on the CGHS Rates ("**Financial Bid**") against this RFP. In the first step, Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for undertaking the Project. The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Requirements (the "**Qualified Bidders**") would be opened and evaluated for the purpose of identifying the Selected Bidder for the Project. The BOQ for the Financial Bids can be downloaded from the Portal.
- 1.2.3 As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.
- 1.2.4 The Bidding Documents include the draft of the Concession Agreement. Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.5 In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security equivalent to Rs. 75,00,000 (Indian Rupees Seventy Five Lakhs) in the form of a Bank Guarantee ("**Bid Security**").
- A copy of the Bank Guarantee has to be submitted on the Portal, and the original has to be submitted at the address specified in clause 2.12.4. The Bid Security will be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided Performance Security under the Concession Agreement. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.6 The Bidders are invited to examine the Spaces for the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.2.7 Financial Bids are invited for the Project on the basis of the percentage of discount (up to two decimal points) to be offered to prospective patients on the CGHS rates applicable to the Pune

circle which shall be provided in Schedule L of the Concession Agreement ("**CGHS Rates**") for the radiology diagnostic services for award of the Concession ("**Discount**"). Subject to Clause 3.3 the Project will be awarded to the Qualified bidder quoting the highest Discount.

In this RFP, the term "**Highest Bidder**" shall mean the Qualified Bidder who is offering the highest Discount for the Project. The Concessionaire, at its sole discretion may offer additional discount on the User Charges calculated with reference to the aforesaid Discount offered by the Concessionaire in the Financial Bid.

- 1.2.8 Generally, the Highest Bidder shall be the Selected Bidder. In case such Highest Bidder withdraws or is not selected for any reason, then the Authority may declare the Second Highest Bidder as the Selected Bidder, or annul the Bidding Process, or may take further action as per Applicable Laws.
- 1.2.9 Further and other details of the process to be followed and the terms thereof will be spelt out in the Bidding Documents.
- 1.2.10 Any queries or request for additional clarification/ information concerning this RFP shall be submitted in writing or e-mail mentioned below to the designated officials:

Attention: Commissioner, Directorate of Medical Education & Research, Mumbai

Address: 4th floor, Government Dental College and Hospital Building, St. George's Hospital Compound, P' Demello Road, near C.S.T. Railway Station, Fort, Mumbai-400001

Email: pa.commissionermededu@gmail.com; comm.mededu@maharashtra.gov.in;
dmer.procurement@maharashtra.gov.in

(with a copy to Suhas Pande (spande4@ifc.org))

The envelopes/ communication by writing or email shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP mode".

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule for the Project. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule for the Project.

| Event Description | Date |
|--|--|
| Issue of RFP | February 17, 2025 |
| Issue of draft Concession Agreement | February 17, 2025 |
| Last Date for submission of Queries | February 26, 2025 |
| Visit to identified Spaces | As per Appendix II |
| Last date of download of Bidding Documents | 2 days prior to Bid Due Date |
| Bid Due Date and time | March 10, 2025 (at 1600 hours) |
| Opening of Technical Bids | 1700 hours on Bid Due Date |
| Last date and time for submitting originals of the following documents: <ul style="list-style-type: none"> • Bid Security • Power of Attorney for signing of bid. • Power of Attorney for Lead Member of Consortium (if applicable) | Within 1 day from Bid Due Date and time. |
| Announcement of Qualified Bidders | As per Government approvals |
| Opening of Financial Bids | As per Government approvals |
| Issue of Letter of Award (LOA) | As per government approvals |
| Communication of the acceptance of the LOA or submission of acknowledged copy of LOA by the Selected Bidder | As per government approvals |
| Signing of the Concession Agreement | As per LOA and government approvals |

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 A Bidder shall submit only 1 (one) Bid for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another bid for the Project either individually or as a Member of any other Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement.
- 2.1.3 The Bidding Documents can be downloaded from the Portal free of cost. The Authority shall have no liability whatsoever in relation to or arising out of any or all contents downloaded or for any delay or failure in its receipt. The submission of the Bids will be online, through the Portal upon deposit of a non-refundable tender form fee of Rs. 50,000 (Indian Rupees Fifty Thousand) (the "**Tender Form Fee**") towards submission of the Bid. The Tender Form Fee shall be deposited online through the Portal. Provided that the Bid Security, power of attorney for signing of Bidding Documents and the power of attorney for Lead Member of Consortium (if applicable), shall be submitted in physical form at the address and form mentioned in clause 2.12.4. The opening of Bids will be through e-tendering process and it can be accessed from the Portal.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.5 The Technical Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Technical Bid shall include the following:

| | | |
|------------|---|--|
| ANNEXURE A | : | Letter comprising the Bid |
| ANNEXURE B | : | General Information of Bidder |
| ANNEXURE C | : | Power of Attorney for Signing of Bid (along with the board resolution authorizing the executant of the power of attorney to sign the same) |
| ANNEXURE D | : | Power of Attorney for Lead Member of Consortium (along with the board resolution authorizing the executants of the power of attorney to sign the same) |

| | | |
|------------|---|---------------------------------------|
| ANNEXURE E | : | Bid Security (Bank Guarantee) |
| ANNEXURE F | : | Joint Bidding Agreement |
| ANNEXURE G | : | Technical Capacity of Bidder |
| ANNEXURE H | : | Financial Capacity of Bidder |
| ANNEXURE I | : | Non-Collusion Certificate |
| ANNEXURE J | : | Declaration cum Undertaking by Bidder |
| ANNEXURE K | : | Bid Checklist |

Additionally, a copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred hereinabove, and charter documents (i.e., the memorandum of association and articles of association) of the Bidder (including the Members of the Consortium) should be provided in the Technical Bid.

- 2.1.6 The Financial Bid for the Project should be furnished in the BOQ that can be downloaded from the Portal, clearly indicating the Discount up to two decimal points in both figures and words, and the same shall then be uploaded on the Portal before the Bid Due Date and time. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.7 The Bidder shall deposit a Bid Security in accordance with clause 1.2.5 above. The Bidder has to provide the Bid Security in the form of a Bank Guarantee acceptable to the Authority, as per format set forth in Annexure E of Appendix – I. A copy of the Bank Guarantee has to be uploaded online and the original has to be submitted at the address provided in clause 2.12.4 and in the manner provided in clause 2.12.2.
- 2.1.8 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided the Performance Security under the Concession Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bidder to commit the Bid along with the board resolution authorizing the executant of the power of attorney to sign the same. In case the Bidder is a Consortium, the Members thereof should also furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D of Appendix-I along with the board resolution authorizing the executants of the power of attorney to sign the same. Copy of the Power of Attorney(s) along with the board resolution authorizing the executants of the power of attorney to sign the same have to be uploaded online and the original Power of

Attorney(s) have to be submitted at the address provided in clause 2.12.4 and in the manner provided in clause 2.12.2.

- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.13 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("**Damages**"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder(s), its Member or Associate is less than 5% (five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a

public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- (f) such Bidder has participated as a consultant, sub-consultant or provided goods, works, non-consultancy services to the Authority in the preparation of any documents, design or technical specifications of the Project; or
- (g) such Bidder's affiliate is engaged or would be engaged as an Independent Engineer for the Project; or
- (h) such Bidder has a close business or family relationship with a staff of the Authority who: (i) is directly or indirectly involved in the preparation of the Bidding Documents or specifications of the Project and/or the bid evaluation; or (ii) would be involved in

the implementation or supervision of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.13, shall include each Member of such Consortium.

For the purposes of this RFP, Associate in relation to the Bidder/ Consortium Member, means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.14 This RFP is not transferable.

2.1.15 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.16 Bids uploaded by the Bidders on the Portal will be encrypted and they can be decrypted/opened only by authorized persons of the Authority on or after the Bid Due Date and time.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) The Bidder for qualification may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be a Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder which is a company validly existing under Companies Act, 2013, or an equivalent foreign law, shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below.
- (c) A Bidder from a country which shares a land border with India will be eligible to bid

in this RFP only if the Bidder is registered with the Competent Authority. The Bidders are requested to submit a self-declaration in the said regard.

A Bidder from a country which shares a land border with India means as follows:

- (i) An entity incorporated, established or registered in such a country; or
- (ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- (iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (iv) An entity whose beneficial owner is situated in such a country; or
- (v) An Indian (or other) agent of such an entity; or
- (vi) A natural person who is a citizen of such a country; or
- (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above ("**Bidder from a country which shares a land border with India**").

2.2.2 Minimum Eligibility Criteria

I. To be considered as technically qualified, a Bidder shall fulfill the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**"):

- (a) Technical Capacity: For demonstrating technical capacity and experience for the Project (the "**Technical Capacity**"), the Bidder shall have to fulfill the following conditions:
 - (i) Bidder (in case of single entity) or any one Member in case of Consortium should be involved in the Healthcare Business for a minimum period of 2 (two) years.
 - (ii) Bidder (in case of single entity) or any Member in case of Consortium should have been engaged in at least one diagnostics/ hospital (clinical)/ pathology/ radiology project / any other allied activities for either the Government of Maharashtra or the Government of India or any state government or a public sector undertaking in the last 10 (ten) years.
 - (iii) Bidder or any Member of the Consortium should have minimum 3 (three) laboratories or diagnostic centers operational as on Bid Due Date.

The Bidder fulfilling the Technical Capacity criteria must have the aforementioned experience as on Bid Due Date. To demonstrate its Technical Capacity, the Bidder, shall submit a certificate in the form of Annexure G which shall be duly attested by

either a chartered accountant or a statutory auditor or by its client(s) and shall be accompanied by such relevant documentary evidence as required under Annexure G.

The Bidder shall provide documentary evidence to establish the relationship of the Bidder with such Associate for whom a credit is being claimed in Technical Capacity.

Such documentary evidence shall be duly signed by the whole-time director/ of the single Bidder or a Member of the Consortium (whose Technical Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP), as the case may be.

(b) Financial Capacity: For demonstrating financial capacity for the Project (the "**Financial Capacity**"), the Bidder shall have to fulfill the following conditions:

(i) The Bidder shall have a minimum Net Worth of Rs. 30,00,00,000 (Indian Rupees Thirty Crores) or USD equivalent at the close of the latest Financial Year preceding the Bid Due Date. For the purposes of this RFP, "**Net Worth**" shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, and reserves not available for distribution to equity shareholders and any redeemable or convertible preference shares;

The Net Worth shall be evaluated only basis the latest Financial Year preceding the Bid Due Date.

(ii) The Bidder shall have an average annual turnover of INR 50,00,00,000 (Indian Rupees Fifty Crores) for the last 3 (three) Financial Years from the Bid Due Date.

In case the annual accounts for the last Financial Year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor in accordance with Clause 2.2.5. In such a case, the Bidder shall provide the audited annual reports for the Financial Year preceding the latest Financial Year for which the audited annual report is not being provided.

II. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clause 2.2.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

2.2.3 Where the Bidder is a single entity, and it forms a SPV to execute the Concession Agreement and implement the Project, then the sole Bidder shall hold the entire issued and paid up

equity in the SPV till Project COD.

In case the Bidder is a Consortium, it should comply with the following requirements:

- (a) It shall be required to form a SPV to execute the Concession Agreement and implement the Project. Bid should contain the information required for each Member of the Consortium.
- (b) There shall be a maximum of 3 (three) Members in the Consortium.
- (c) The Lead Member of the Consortium shall have equity equivalent to not less than 26 % (twenty six percent) of the issued and paid up equity in the SPV till Project COD ("**Lead Member**").
- (d) The Lead Member shall have a greater percentage of shareholding than the other Members of the Consortium. Other Members of the Consortium whose Technical Capacity and/or Financial Capacity is to be considered should have a minimum of 26% (twenty six percent) of the issued and paid up equity in the SPV till the Project COD.
- (e) The Lead Member and/or the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall cumulatively hold a minimum of 51% (fifty one percent) of the issued and paid up equity of the SPV till Project COD.
- (f) The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other Members of the Consortium.
- (g) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**Joint Bidding Agreement**") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;

- (iii) commit the minimum equity stake to be held by each Member; and
- (iv) include a statement to the effect that all Members of the Consortium shall, till the occurrence of Financial Close in accordance with the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.
- (h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should fulfill the above requirements, failing which the Bid shall be considered non-responsive.)

- 2.2.4 None of the entities which have been blacklisted by the Authority, its attached or subordinate offices or by any department of Government of Maharashtra or Government of India or any state government or by any public sector undertaking, provided the blacklisting subsists as on the date of the Bid, would be eligible to submit the Bid, either individually or as Member of a Consortium. A Bidder shall also be ineligible to participate in this bid either in its individual capacity or as part of the Consortium, if it has previously declined to work after being awarded a bid in any tender issued by the Authority.
- 2.2.5 A Bidder including any Member of the Consortium or Associate should, in the last 3 (three) Financial Years, have neither failed to perform on any contract, as evidenced by imposition of penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.5 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or the implementation of the Project.

- 2.2.6 The Bid must be accompanied by the audited annual reports of the Bidder (of each Member

in case of a Consortium) for the last 3 (three) Financial Years preceding the Bid Due Date, i.e. Financial Year 2021-2022, Financial Year 2022-2023 and Financial Year 2023-2024. The Bidder shall enclose with its Bid, to be submitted as per the format set forth in Annexure H of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Net Worth of the Bidder at the close of the Financial Year preceding the Bid Due Date and it shall specify that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2 I (b).

In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the Financial Year preceding the latest Financial Year for which the audited annual report is not being provided.

2.2.7 The Bidder must provide details as per format at Appendix-I - Annexure H.

2.2.8 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges and undertakes that it is meeting the Minimum Eligibility Criteria on the basis of its own Technical Capacity and Financial Capacity or its Lead Member's and/ or other Members' Technical Capacity and/or Financial Capacity and:

- (a) Where the Bidder is a single entity, and it forms a SPV to execute the Concession Agreement and implement the Project, then the Bidder shall hold the entire issued and paid up equity in the SPV till Project COD;
- (b) the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall hold a minimum of 26% (twenty six percent) of the issued and paid up equity in the SPV till the Project COD;
- (c) the Lead Member of the Consortium shall have equity equivalent to not less than 26 % (twenty six percent) of the issued and paid up equity in the SPV till Project COD;
- (d) the Lead Member and/or the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall cumulatively hold a minimum of 51% (fifty one percent) of the issued and paid up equity of the SPV till Project COD.

- (e) the Lead Member shall at all times have a greater percentage of shareholding than the other Members of the Consortium.

{Notwithstanding the above, any shareholder of the SPV except the Lead Member and other Members whose Technical Capacity and/ or Financial Capacity is evaluated for the purposes of this RFP, shall be entitled to transfer part or all of the equity it holds in the SPV freely to another shareholder of the SPV or any other third party, subject to the provisions of the Concession Agreement.}¹

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

- 2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.4 Cost of Bidding and Payment of Project Development Fee

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.4.2 Selected Bidder shall, on or before the day of signing of the Concession Agreement, pay to IFC an amount equal to USD 172,000 (United States Dollars One Hundred and Seventy Two Thousand) in the manner specified in the Concession Agreement ("**Project Development Fee**").

2.5 Visit to identified Spaces and verification of information

- 2.5.1 Bidders shall submit their respective Bids after visiting the relevant Spaces for the Project and ascertain for themselves the Spaces' conditions, location, surroundings, climate, access to them, emergency medical needs, healthcare infrastructure, Applicable Laws, Applicable Permits and regulations, and any other matter considered relevant by them.
- 2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

- 2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and

documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.6.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
- (a) to choose the Selected Bidder in accordance with Clause 1.2.8 and Clause 3.3; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that

may be available to the Authority.

2.7 Extension of the Bid Due Date

The Authority reserves the right to extend the Bid Due Date and/or time as it may deem fit without providing reasons for such extension.

B. DOCUMENTS

2.8 Contents of the RFP

- 2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.10.

Invitation for Bids

| | |
|------------|-----------------------------|
| Section 1. | Introduction |
| Section 2. | Instructions to Bidders |
| Section 3. | Evaluation of Bids |
| Section 4. | Fraud and Corrupt Practices |
| Section 5. | Miscellaneous |

Appendices

I Formats for Technical Bid

| | | |
|------------|---|---|
| ANNEXURE A | : | Letter comprising the Bid |
| ANNEXURE B | : | General Information of Bidder |
| ANNEXURE C | : | Power of Attorney for Signing of Bid |
| ANNEXURE D | : | Power of Attorney for Lead Member of Consortium |
| ANNEXURE E | : | Bid Security (Bank Guarantee) |
| ANNEXURE F | : | Joint Bidding Agreement |
| ANNEXURE G | : | Technical Capacity of Bidder |
| ANNEXURE H | : | Financial Capacity of Bidder |
| ANNEXURE I | : | Non-Collusion Certificate |
| ANNEXURE J | : | Declaration cum Undertaking by Bidder |
| ANNEXURE K | : | Bid Checklist |

II. Concession Agreement

The draft Concession Agreement shall be issued by the Authority as per Bid Schedule provided

in Clause 1.3 of the RFP.

2.9 Clarifications

- 2.9.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or e-mail in accordance with Clause 1.2.10. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 2(two) days prior to the Bid Due Date. The responses will be given on e-mail only.
- 2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum ("**Addendum**").
- 2.10.2 Any Addendum issued hereunder will be sent in writing to all the Bidders.
- 2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date and time.

C. PREPARATION AND SUBMISSION OF BIDS

2.11 Format and Signing of Bid

- 2.11.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate

only those Bids that are received in the required formats and complete in all respects.

- 2.11.2 The Bid shall be typed in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.12 Sealing and Marking of Bids

- 2.12.1 The Bidder shall submit the Technical Bid in the formats specified under Appendix-I. The Technical Bid shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory and the same shall be submitted online in a single PDF:

- (a) Letter comprising the Bid (Appendix —I - **ANNEXURE A**);
- (b) General Information of Bidder (Appendix —I - **ANNEXURE B**);
- (c) Power of Attorney for signing of Bid along with the board resolution authorizing the executant of the power of attorney to sign the same (Appendix – I – **ANNEXURE C**);
- (d) If applicable, the Power of Attorney for Lead Member of Consortium along with the board resolution authorizing the executants of the power of attorney to sign the same (Appendix – I – **ANNEXURE D**);
- (e) Bid Security in the form of Bank Guarantee (Appendix —I - **ANNEXURE E**) (original to be submitted physically);
- (f) Joint Bidding Agreement (in case of Consortium) (Appendix —I - **ANNEXURE F**);
- (g) Technical Capacity of the Bidder (Appendix —I - **ANNEXURE G**);
- (h) Financial Capacity of the Bidder (Appendix —I - **ANNEXURE H**);
- (i) Non-Collusion Certificate (Appendix —I - **ANNEXURE I**);
- (j) Declaration cum Undertaking by Bidder (Appendix – I- **ANNEXURE J**);
- (k) Bid Checklist (Appendix —I - **ANNEXURE K**);
- (l) A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove;

and

- (m) The charter documents (i.e., the memorandum of association and articles of association) of the Bidder including the Members of the Consortium.

2.12.2 The Bidder shall physically submit the following:

- (a) the Bid Security in the format specified under Annexure E of Appendix-I;
- (b) the Power of Attorney for signing the bid in the format specified under Annexure C of Appendix-I; and
- (c) the Power of Attorney for Lead Member of the Consortium in the format specified under Annexure D of Appendix-I (if applicable);

and seal it in an envelope and mark the envelope as "BID SECURITY AND POA" and submit a physical copy within one day from Bid Due Date at the address specified in clause 2.12.4. For purposes of physical submission, two copies of the Bid Security and Power of Attorney(s) (thereof) shall be placed in a separate envelope and marked "COPY OF DOCUMENTS".

2.12.3 The 3 (three) envelopes, as the case may be, specified in Clauses 2.12.2 shall be placed in an outer envelope, which shall be sealed. Each of the (3) three envelopes and the outer envelope shall clearly bear the following identification:

"Bid for the Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Basis" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.12.4 Each of the envelopes shall be addressed to:

Attention: Commissioner, Directorate of Medical Education & Research, Mumbai
Address: 4th floor, Government Dental College and Hospital Building, St. George's Hospital Compound, P' Demello Road, near C.S.T. Railway Station, Fort, Mumbai-400001.

2.12.5 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the envelopes

submitted.

2.12.6 Bids submitted by fax, telex, telegram or email shall be rejected.

2.12.7 Bids not accompanied by the physical submission of the Bid Security according to the provisions of this RFP shall be rejected.

2.12.8 The Bidder shall separately submit the Financial Bid for the Project in the BOQ which can be downloaded from the Portal. Duly completed Financial Bid is to be uploaded online on the Portal.

2.13 Bid Due Date and time

2.13.1 Bids should be submitted online before 1600 hours IST on the Bid Due Date on the Portal in the manner and form as detailed in this RFP. The Bid Security and Power of Attorney(s) shall be submitted physically within 1 (one) day after the Bid Due Date and time.

2.13.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Bid

2.15.1 The Technical Bid shall be furnished in the formats provided under Appendix I.

2.15.2 The Financial Bid for the Project shall be furnished in the form of a BOQ which can be downloaded from the Portal. The Bidder shall specify (in percentage) the highest Discount on the CGHS Rates which it can provide to the Authority to undertake the Project in accordance

with this RFP and the provisions of the Concession Agreement.

2.15.3 Generally, the Project will be awarded to the Highest Bidder.

2.15.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.5 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.16 Modifications/ Substitution/ Withdrawal of Bids

2.16.1 The Bidder can modify, substitute or withdraw its Technical Bid and/or Financial Bid by providing a written notice of the modification, substitution or withdrawal to the Authority prior to Bid Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.12, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.17 Rejection of Bids

2.17.1 If any Bid received by the Authority is found incomplete, not as per formats under Appendix I, not signed and sealed and/ or marked as stipulated in Clauses 2.11 and 2.12 and/or not accompanied by the Financial Bid as specified in Clause 2.1.6 and/or the Bid Security as specified in Clause 2.1.7, it may be summarily rejected.

2.17.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

2.17.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from

the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19 Confidentiality

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

2.20 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.5 hereinabove in the form of a bank guarantee issued by a Scheduled Bank in India, in favour of the Authority in the format set forth in Annexure E of Appendix –I (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, "**Scheduled Bank**" shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Bidder shall be required to submit the Bid Security in accordance with this clause 2.21.1, notwithstanding any exemption under any law.

2.21.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made.

2.21.3 Save as provided in Clauses 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.

- 2.21.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder/Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.21.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.21.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.21.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (b) If a Bidder submits a non-responsive bid;
 - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (d) In the case of Selected Bidder(s), if it fails within the specified time limit –
 - (i) To communicate its acceptance of the LOA or submit a duly acknowledged copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement;
 - (e) In case the Selected Bidder(s), having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.21.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum

Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Authority to such Bidder.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Technical Bid at 1600 hours on the Bid Due Date, at the place specified in Clause 1.2.10 and in the presence of the Bidders who choose to attend, unless specified otherwise by the Authority.
- 3.1.2 The Authority will subsequently examine and evaluate the Technical Bid in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Technical Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid.

3.2 Tests of responsiveness

- 3.2.1 As part of the evaluation of Technical Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix – I;
 - (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
 - (c) that the Bidder has paid the Tender Form Fee as stipulated in Clause 2.1.3;
 - (d) it is signed, sealed and marked as stipulated in Clauses 2.11 and 2.12;
 - (e) it is accompanied by the Bid Security as specified in Clause 2.1.7 and is submitted physically in accordance with Clause 2.12.2;
 - (f) it is accompanied by the Power of Attorney(s) as specified in Clause 2.1.9;
 - (g) it does not contain any condition or qualification;
 - (h) it is accompanied by the Joint Bidding Agreement (for Consortium), as stipulated in this RFP; and
 - (i) it is not non-responsive in terms hereof.

- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for

alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be declared as the 'Qualified Bidders'.

3.3.2 Financial Bids of only Qualified Bidders shall be opened for evaluation.

3.3.3 The Qualified Bidders shall be invited for the opening of Financial Bids. The date for the opening of Financial Bids will be communicated to the Qualified Bidders.

3.3.4 The Qualified Bidder quoting the highest Discount on the CGHS Rates shall be declared as the selected Bidder (the "**Selected Bidder**").

Provided that in the event, in the event that 2 (two) or more Qualified Bidders quote the same percentage of Discount on the CGHS Rates (the "**Tie Bidders**") for the Project, the Qualified Bidder having higher average Annual Turnover as computed as per Clause 2.2.2 shall be declared as the Selected Bidder.

Provided further that, if the Highest Bidder withdraws or is not selected for any reason in the first instance, the Authority may in its discretion select the Second Highest Bidder as the Selected Bidder , or annul the Bidding Process, or may take further action as per Applicable procedures and Laws.

3.3.5 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder (and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, communicate its acceptance of the LOA or submit a duly acknowledge copy of the LOA in acknowledgement thereof. In the event no such communication or a duly acknowledged copy of the LOA from the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Concessionaire shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder/Concessionaire shall not be entitled to seek any deviation in the Concession Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

- (b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- (c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai, Maharashtra shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) qualify or not to qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX – I:
FORMATS FOR TECHNICAL BID**

**ANNEXURE A
LETTER COMPRISING THE BID**

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for "Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Basis "

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the Project on DBFOT basis.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we/ any of the members of the Consortium have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.13 of the RFP;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP.
9. I/ We declare that we/ any member of the Consortium are/ is not a member of a/ any other Consortium submitting Bid(s) for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/We acknowledge that the Bidder is qualified on the basis of its/ its Lead Members' and/ or

Members' Technical Capacity and/ or Financial Capacity and:

- (a) Where the Bidder is a single entity, and it forms a SPV to execute the Concession Agreement and implement the Project, then the Bidder shall hold the entire issued and paid up equity in the SPV till Project COD;
- (b) {the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall hold a minimum of 26% (twenty six percent) of the issued and paid up equity in the SPV till the Project COD;
- (c) the Lead Member of the Consortium shall have equity equivalent to not less than 26 % (twenty six percent) of the issued and paid up equity in the SPV till Project COD;
- (d) the Lead Member and/or the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall cumulatively hold a minimum of 51% (fifty one percent) of the issued and paid up equity of the SPV till Project COD in accordance with the provisions of Clause 2.3.1 of the Concession Agreement; and
- (e) the Lead Member shall at all times have a greater percentage of shareholding than the other Members of the Consortium.}

We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our {Consortium/us} or withdraw the Letter of Award, as the case may be.

16. {I/ We understand that the Selected Bidder shall be an existing Company incorporated under relevant laws of India or from outside India under equivalent foreign law and shall incorporate a company under the Indian Companies Act, 2013 prior to execution of the Concession Agreement.}

or

{I/ We understand that the Selected Bidder shall be an existing Company incorporated under relevant laws of India or from outside India under equivalent foreign law.}

17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection

with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the Spaces. I/ We understand that except to the extent as expressly set forth in the Concession Agreement, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
20. The Discount has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Concession Agreement, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
21. I/We offer a Bid Security of Rs. 75,00,000 (Indian Rupees Seventy Five Lakhs) for the Project to the Authority in accordance with the RFP.
22. The Bid Security in the form of a Bank Guarantee is attached as Annexure.
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
24. I/We agree and undertake to abide by all the terms and conditions of the RFP.
26. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement in accordance with the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

ANNEXURE B
GENERAL INFORMATION OF BIDDER

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any in India:
 - (d) Date of incorporation and/ or commencement of business:
 - (e) PAN No:
 - (f) GSTIN No:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3 (g) should be attached to the Bid.

(c) Information regarding the role of each Member should be provided as per table below:

| S. No. | Name of Member | Role*{Refer Clause 2.2.3(e)} | Percentage of equity in the Consortium {Refer Clauses 2.2.3(a), (c) & (e)} |
|--------|----------------|------------------------------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |

* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for each Member of the Consortium and/or Associate:

Name of Bidder/ Member of Consortium:

| No. | Criteria | Yes | No |
|-----|---|-----|----|
| 1. | Has the Bidder/Member of the Consortium been blacklisted by the Authority its attached or subordinate offices or by any department/office of Government of Maharashtra or Government of India or by any public sector undertaking. . | | |
| 2. | If the answer to 1 is yes, does the blacklisting subsist as on the date of Bid? | | |
| 3. | Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years? | | |
| 4. | Has the Bidder/ Member of the Consortium, previously declined to work after being awarded a bid in any tender issued by the Authority? | | |

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

Note:

- Provide details of only those members whose Technical Capacity and/ or Financial Capacity are being evaluated.

ANNEXURE C

POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.9)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____/ Ms _____ (Name), son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us/ the Lead Member of our Consortium and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Mode ("Project") proposed or being developed by the Directorate of Medical Education and Research, Mumbai (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences, if any and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority or any entity representing the Authority.

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

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

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents (i.e., the memorandum of association and articles of association) of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents (i.e., the memorandum of association and articles of association) including the certificate of incorporation, and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be apostilled/ consularized and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *The original of this Power of Attorney shall be submitted in the manner provided in clause 2.12.2 and at the address provided in clause 2.12.4.*

ANNEXURE D - POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.1.9)

Whereas the Directorate of Medical Education and Research, Mumbai ("the Authority") has invited bids from pre-qualified and short-listed parties for the Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Mode ("Project"). Whereas, _____, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF 20__.

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

For _____
(Name & Title)

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

Witnesses:

[Notarised]

- 1.
- 2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents (i.e., the memorandum of association and articles of association) of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents (i.e., the memorandum of association and articles of association) including the certificate of incorporation, and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of each Member.*

- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be apostilled/ consularized and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *The original of this Power of Attorney shall be submitted in the manner provided in clause 2.12.2 and at the address provided in clause 2.12.4.*

ANNEXURE E - FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clauses 2.1.7 and 2.21.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, Directorate of Medical Education and Research, having its office at Mumbai, Maharashtra (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ a Company registered under provision of the Companies Act, 2013 or any equivalent foreign law and having its registered office at _____ {and acting on behalf of its Consortium} (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the "Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Basis" (hereinafter referred to as the "Project") pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [*Name of the Bank*] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP, irrevocably, unconditionally and without any reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs _____) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____

- b) This Guarantee shall be irrevocable and remain in full force for a period of _____ days from the Bid Due Date inclusive of a claim period of _____ days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
- h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. ____ ____, its _____ authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE F - JOINT BIDDING AGREEMENT

(Refer Clause 2.2.3 (g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

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

AND

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

AND

3. {....., a company incorporated/registered under the} and having its registered office at (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)²

The abovementioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) The Directorate of Medical Education and Research, Mumbai (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. dated (the "**RFP**") for selection of bidders for "Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Basis" (the "**Project**")
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

² A consortium can have a maximum of 3 members

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement.

4. Role of the Parties

The Parties hereby undertake that Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Financial Close under the Concession Agreement when all the obligations of the SPV shall become effective.

5. Joint and Several Liability

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

6. Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that:

- (a) the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall hold a minimum of 26% (twenty six percent) of the issued and paid up equity in the SPV till the Project COD;
- (b) the Lead Member of the Consortium shall have equity equivalent to not less than 26 % (twenty six percent) of the issued and paid up equity in the SPV till Project COD;
- (c) the Lead Member and/or the Members of the Consortium whose Technical Capacity and/or Financial Capacity has been reckoned for the purpose of this RFP shall cumulatively hold a minimum of 51% (fifty one percent) of the issued and paid up equity of the SPV till Project COD in accordance with the provisions of Clause 2.3.1 of the Concession Agreement; and
- (d) the Lead Member shall at all times have a greater percentage of shareholding than the other Members of the Consortium.

{Notwithstanding the above, any shareholder of the SPV except the Lead Member and other Members whose Technical Capacity and/or Financial Capacity is evaluated for the purposes of this RFP, shall be entitled to transfer part or all of the equity it holds in the SPV freely to another shareholder of the SPV or any other third party, subject to the provisions of the Concession Agreement.}³

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority action and a copy

³ Applicable in case Concessionaire is a Consortium

of the extract of the charter documents *i.e., the memorandum of association and articles of association*, including the certificate of incorporation, and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

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

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the end of the Concession Period under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents (i.e., the memorandum of association and articles of association) of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Member entering into the Joint Bidding Agreement should attach a copy of the extract of the charter documents (i.e., the memorandum of association and articles of association) including certificate of incorporation and documents such as resolution / power of attorney*

in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member.

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be apostilled/ consularized and notarized in the jurisdiction where the Power of Attorney has been executed.*

ANNEXURE G - TECHNICAL CAPACITY OF BIDDER

(Refer to Clause 2.2.2 (I) (a) of the RFP)

Dated:

To

.....

Tel:

Fax:

Sub: Bid for "Development, Operation and Maintenance of Radiology Centres in Maharashtra, India on PPP Basis"

Dear Sir,

It is hereby certified and confirmed that the Bidder is a duly incorporated company under the {Companies Act or applicable equivalent foreign law}. In compliance with clause 2.2.2 (I) (a) of your RFP document dated [●], it is hereby certified and confirmed that [*name of the relevant Member of the Consortium/ Bidder (in case of single entity)*] has been in the Healthcare Business for a minimum period of 2 (two) years. Please find below the credentials of the Bidder demonstrating the Technical Capacity and experience:

1.

| S. No. | Name of diagnostics/hospital (clinical)/pathology/radiology project / any other allied activities | Legal entity claiming experience | Associate relationship of the legal entity who is claiming relationship with Bidder/Consortium | Engaged by Government of Maharashtra/ Government of India/ other state government/ Public | Year of engagement | Remarks |
|--------|---|----------------------------------|--|---|--------------------|---------|
| | | | | | | |

| | | | | | | |
|----|--|--|---------------|---------------------------|--|--|
| | | | Member | sector undertaking | | |
| 1. | | | | | | |

2.

| S. No. | Name and address of existing operational labs or diagnostic centers | Legal entity claiming experience | Associate relationship of the legal entity who is claiming relationship with Bidder/Consortium Member | Remarks |
|---------------|--|---|--|----------------|
| 1. | Name: Address: | | | |
| 2. | Name: Address: | | | |
| 3. | Name: Address: | | | |

Note:

- The Bidder shall get this certificate duly attested by either a chartered accountant or a statutory auditor or by its client(s)
- The Bidder shall submit work orders/agreements/Memorandum of Understanding/client testimonials to evidence the credentials under point 1.
- The Bidder shall submit a valid license under the Shops and Establishments Act / AERB Certificate or any other valid government agency issued certificate to evidence its credentials under point 2.

ANNEXURE H - FINANCIAL CAPACITY OF BIDDER

(Refer to Clause 2.2.2 I (b) of the RFP)

(to be certified by the Statutory Auditor)

I.

(In Rs. Crore)

| Bidder type | Net Worth |
|--|-----------|
| Single entity Bidder / Lead member of the consortium | |
| {Consortium Member 1} | |
| {Consortium Member 2} | |
| Total Net Worth for Single entity/ Consortium | |

It is certified that the calculation of Net Worth has been carried out as the formula presented in the Clause 2.2.2 I (b) of the RFP.

Name & address of Bidder's Bankers:

II.

| Bidder type | Annual turnover for the financial year 2021-2022 (A) | Annual turnover for the financial year 2022-2023 (B) | Annual turnover for the financial year 2023-2024 (C) |
|--|--|--|--|
| Single entity Bidder / Lead member of the consortium | | | |
| {Consortium Member 1} | | | |
| {Consortium Member 2} | | | |
| Total annual turnover for single entity/ Consortium | | | |

| | |
|---|--|
| average annual turnover - (A+B+C)/3 | |
|---|--|

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.6 of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

- *In case of Consortium the Financial Statement reflecting the Net Worth and annual turnover of all the relevant Member(s) and/or its/their Associates being evaluated to meet the Financial Capacity shall be prepared and signed by the Lead Member, and the certificates from Statutory Auditors of the relevant Members shall be attached to this Financial Statement.*
- *For conversion of US Dollars to INR, the rate of conversion shall be INR [●] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 7 (seven) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

ANNEXURE I - NON-COLLUSION CERTIFICATE

(On the letter head of the single entity/ each member of the Consortium)

To:

[I]

[Designation]

[Address]

Subject: Non-collusion undertaking by Bidder in connection with RFP No: [I] dated [I] for development, operation and maintenance of Radiology Centres in Maharashtra on PPP basis.

1. I/We hereby certify that in the preparation and submission of this Bid, I/We have not acted in concert or in collusion with any Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

2. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Date:

SIGNED by [I], Authorized Representative
of M/s [I]

ANNEXURE J - DECLARATION CUM UNDERTAKING BY BIDDER

To:

[I]

[Designation]

[Address]

Subject: Declaration cum Undertaking by Bidder (*as defined hereinafter*) in connection with RFP No: [I] dated [I] for development, operation and maintenance of Radiology Centres in Maharashtra on PPP basis ("Declaration").

Dear Sir,

<Provide name of Bidder> ("**Bidder**") intends to submit a proposal in response to the invitation for RFP No: [I] dated [I] for development, operation and maintenance of Radiology Centres in Maharashtra on PPP basis. In accordance with the above, we hereby declare that:

- i. I certify that the Bidder/Members of the Consortium are not blacklisted by the Authority, its attached or subordinate offices or by any departments/offices of Government of Maharashtra or Government of India or by any public sector undertaking.
- ii. I certify that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that the Bidder/Members of the Consortium {is not from such a country, or is from such a country and is registered with the Competent Authority}. I certify that the Bidder fulfills all requirements in this regard and is eligible to be considered for this tender. [If applicable, evidence of valid registration by the Competent Authority shall be attached]
- iii. I certify that I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that the Bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I certify that the Bidder/Members of the Consortium fulfill all requirements in this regard and is eligible to be considered for this tender. [If applicable, evidence of valid registration by the Competent Authority shall be attached].
- iv. I certify that the Bidder/Members of the Consortium has not previously declined to work after being awarded a bid in any tender issued by the Authority.

[Signature]

[Name]

Authorized Signatory for M/s [I]

[Seal of the Bidder]

Date:

Place:

ANNEXURE K - BID CHECKLIST

| S. No | Item | Checked by Bidder | Checked by Authority |
|--------------|--|--------------------------|-----------------------------|
| 1 | Letter comprising the Bid (Appendix – I - ANNEXURE A); | | |
| 2 | General Information of Bidder (Appendix – I - ANNEXURE B) | | |
| 3 | Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C); | | |
| 4 | If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix – I - ANNEXURE D); | | |
| 5 | Bid Security in the prescribed format (Appendix – I - ANNEXURE E); | | |
| 6 | Joint Bidding Agreement (in case of Consortium) (Appendix – I - ANNEXURE F); | | |
| 7 | Technical Capacity of the Bidder (Appendix – I - ANNEXURE G); | | |
| 8 | Financial Capacity of the Bidder (Appendix – I - ANNEXURE H); | | |
| 9 | Non-Collusion Certificate (Appendix-I- ANNEXURE I); | | |
| 10 | Declaration cum Undertaking by Bidder (Appendix-I- ANNEXURE J); | | |
| 11 | A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney. | | |
| 12 | Board resolutions of the Bidder authorizing the executants of the power of attorneys mentioned in 3 and 4 above. | | |
| 13 | Charter Documents (i.e. Memorandum of Association and Articles of Association). | | |

APPENDIX- II: SITE VISIT DETAILS

Site visit to all the MCHs will be scheduled during business hours between February 19, 2025 to February 26, 2025. The interested bidders shall inform the Commissioner, DMER (pa.commissionermededu@gmail.com and dmer.procurement@maharashtra.gov.in) and Suhas Pande (spande4@ifc.org) in writing in advance of the site visit.

APPENDIX – III: CONCESSION AGREEMENT

[Enclosed separately]