MUNICIPAL CORPORATION OF GREATER MUMBAI

Concession Agreement

Installation, Operation & maintenance of Diagnostic Centre (CT,MRI,Sonography,ECHO Cardiography)at MCGM's Dharavi Health Center under

'Public Private Partnership' Basis.

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Part I

Preliminary

CONCESSION AGREEMENT

THIS AGREEMENT is entered into at ……..on this the …….. day of ……, 20…..

BETWEEN

1 MUNICIPAL CORPORATION OF GREATER MUMBAI, represented by {_____} and having its principal office at {_____), (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **ONE PART**;

AND

2 {_____}, validly represented by [name and details of Authorized Representative] (hereinafter jointly and severally referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **OTHER PART**.

WHEREAS:

(A) The Authority has resolved to install, operate and maintain C T Scan , MRI Sonography, ECHO Cardiography equipments at Municipal Hospitals within Mumbai to improve diagnostic services by developing diagnostic centers (hereinafter called "**Diagnostic Centres**")on develop, finance and operate in accordance with the terms and conditions to be set forth in a concession agreement to be entered into.

(B) The Authority had accordingly invited proposals by its Bid Document Bid No.---------- for selection of bidder for develop, finance, operation and maintenance of the above referred Diagnostic **Centre**;

(C) After evaluation of the bids received, the Authority had accepted the bid of { } and issued its Letter of Award No. …….. dated …….. (hereinafter called the "**LOA**") to the bidder/ Consortium, requiring, inter alia, the execution of this Concession Agreement within 90 (Ninety days) days of the date of issue thereof.

(D) The selected bidder/ Consortium has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 1956, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project. {Applicable only where the Concessionaire forms an SPV}

(E) By its letter dated ……., the Concessionaire has also joined in the said request of the selected bidder/ Consortium to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the selected bidder/ Consortium including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the selected bidder/ Consortium for the purposes hereof. {Applicable only where the Concessionaire forms an SPV}

(F) The Authority has agreed to the said request of the {selected bidder /Consortium and the} Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for execution of the Project, subject to and on the terms and conditions set forth hereinafter. {Applicable only where the Concessionaire forms an SPV}

OR

The Authority has agreed to enter into this Concession Agreement with all the Members of the Consortium jointly or severally acting as the Concessionaire for execution of the Project, subject to and on the terms and conditions set forth hereinafter

(G) **NOW**, **THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby

acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 33) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Interpretations

1.2.1 In this Agreement, unless the context otherwise requires,

a) References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

b) References to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

c) References to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include their successors and assigns;

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

e) The words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;

f) References to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

g) Any reference to any period of time shall mean a reference to that according to Indian Standard Time;

h) Any reference to day shall mean a reference to a calendar day;

i) References to a "**business day**" shall be construed as a reference to working day for Municipal Corporation Of Greater Mumbai (M.C.G.M.);

j) Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

k) References to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

l) Any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

m) The words importing singular shall include plural and vice versa;

n) References to any gender shall include the other and the neutral gender;

o) "**Lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

p) "**Indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

q) References to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business

including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

r) Save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

s) Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Committee shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the Monitoring Committee, as the case may be, in this behalf and not otherwise;

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

u) References to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

v) The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

w) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation

required to be provided or furnished by the Concessionaire to the Authority and/or the Monitoring Committee shall be provided free of cost and in three copies, and if the Authority and/or the Monitoring Committee is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

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

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

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements, clauses and schedules

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

a. This Agreement;

b. All other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

a. Between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

b. Between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

c. Between any two Schedules, the Schedule relevant to the issue shall prevail;

d. Between any value written in numerals and that in words, the latter shall prevail.

Part II

The Concession

ARTICLE 2

2 SCOPE OF THE PROJECT

2.1 Scope of the Project

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

a. Installation, Operation & maintenance of the Diagnostic Centres as per the provisions laid down in this Concession Agreement and Schedules hereto, and after, approval of the same by the Authority.

b. Procurement and installation of brand new ,not launched before 5 years on due date of this tender C T Scan , MRI ,Sonography, ECHO Cardiography Equipment in conformity with technical specifications set forth in **Schedule 1 –Equipment Specifications**.

c. It is expressly stated that the Concessionaire shall install only brand new ,not launched before 5 years on due date of this tender C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment in the Diagnostic centres. No refurbished, second hand or used C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment shall be installed at any of the Diagnostic centres.

d. Recruitment of minimum required number of clinical and non-clinical manpower and Key Personnel as per the staffing norms given in the Schedule 2.

e. **Schedule 2 – Staffing Norms** of the Concession Agreement and managing and training them for the smooth operations of the Diagnostic centres by providing them adequate training and preparing them to discharge their roles and responsibilities.

f. It is expressly stated that the Concessionaire shall ensure that sufficient clinical manpower is available at all times to conduct the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests, as detailed out in **Schedule 3 – Scope of Services** of this Concession Agreement, specifically to meet the

performance thresholds as described in **Schedule 4 – Key Performance Indicators**.

g. Operation and Maintenance of the Diagnostic centres, throughout the Concession Period, in accordance with the provisions of the Concession Agreement and the performance thresholds as described in **Schedule 4 – Key Performance Indicators**.

h. Perform all the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Test as listed in **Schedule 3 – Scope of Services** in accordance with the provisions of the Concession Agreement and Good Industry Practices;

i. Collect MCGM rates, as per provision of **Schedule 5 - MCGM rates** of this Concession Agreement;

j. Calibrate and maintain the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment in optimum performance conditions by ensuring preventive maintenance and following good industry practice;

k. Respond to emergency cases including in odd hours and difficult weather conditions as per the provisions of this Agreement;

l. Devise a safety plan and practice measures to ensure safety of patients, employees, staff, equipment and the Diagnostic centres by adopting adequate safety standards.

m. Implement a quality control program across all the Diagnostic centres.

n. Update / Upgrade the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipments (except for Hardware upgrades) at regular intervals of 3 years or less from the Commercial Operations Date;

o. Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of the Concession Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under the Concession Agreement.

ARTICLE 3

3 GRANT OF CONCESSION

3.1 The Concession

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, licence and authority to Installation, Operation & maintenance CT Scan /MRI centres (the "Concession") for a period of 10 (Ten) years commencing from the Date of Letter of Acceptance(L.O.A.)

3.1.1 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

a) Right of way, access and licence to the Project Sites for the purpose of and to the extent conferred by the provisions of this Agreement;

b) Implement the Project as per the provisions of this Agreement;

c) Procure and install brand new C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment in the Diagnostic centres and operate, maintain, and manage the Diagnostic centres either by itself or through O&M Contractor(s) during the Concession Period;

d) Exclusive right and authority, during the Concession Period, to carry out the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests as listed in **Schedule 3 – Scope of Services** in accordance with the provisions of the Concession Agreement and Good Industry Practices including activities incidental to the same;

e) Demand, collect and appropriate MCGM rates as per the provisions of this Concession Agreement;

f) Perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;

g) Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;

h) Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Diagnostic centres nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement or the Substitution Agreement; and

i) Access the common areas, facilities and infrastructure at the Project Sites and the Hospitals, as long as such right to access is limited to the extent that it is used for treatment and benefit of the patients. The Authority reserves the right to collect a user fee from the Concessionaire for use of certain facilities (for example – parking).

ARTICLE 4

4 CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 9, 10, 18, 22, 31 and 32, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4 (the "**Conditions Precedent**").

4.1.2 The Concessionaire may, upon providing the Security Deposit to the Authority in accordance with Article 9, within 30 (thirty) days from the date of "LOA" or on an earlier day acceptable to the Authority., by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

a) Provided to the Concessionaire access and leave & licence rights to the Project Sites in accordance with the provisions of Clause 10.2;

b) Handed over the vacant possession of the Project Site(s) on as-is-where-is basis. Prior to handover, the Authority shall remove all existing equipment, articles etc. at its own cost from the Project Site(s);

c) Constituted an Monitoring Committee, as per Article 17;

d) Provided water ~~and electricity connection~~ at the edge of the Project Sites, in line with the project requirements.

Provided that upon request in writing by the Authority, the Concessionaire may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.2 and / or extend the time period for satisfying the Conditions Precedent.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Date of L.O.A. shall be deemed to have been fulfilled when the Concessionaire shall have:

a) Provided Security Deposit to the Authority;

b) For each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre, entered into an O&M agreement with an O&M Partner {Applicable only if the Bidder does not demonstrate O&M Experience on its own};

c) Deleted;

d) Procured all the Applicable Permits unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits shall be in full force and effect; delivered to the Authority a confirmation from the Concessionaire that it/they has/have the financial standing and resources to fund /raise finances for undertaking and implementing the Project in accordance with this Agreement;

e) Delivered to the Authority from the Consortium Members, their respective confirmation, in original, of the correctness of their representations and warranties set forth in sub clauses k, l and m of Clause 7.1 of this Agreement; and

f) Delivered to the Authority a certificate on shareholding pattern for each member of the Consortium, from an Authorized Representative;

g) Delivered to the Authority true and complete copies of (i) the Articles of Association and incorporation certificate for each member of the Concessionaire and (ii) the resolutions adopted by the sponsors authorizing the execution, delivery and performance by each member of the Concessionaire of this Agreement, and all Project Agreements to which it is a party,

h) Delivered to the Authority executed copies of Project Agreements;

i) Delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof.

The Concessionaire shall procure fulfilment of the Conditions Precedent set forth in this clause within a period of 180 (one hundred and eighty) days from the date of this Agreement.

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions

Precedent set forth in this Clause 4.1.3. and / or extend the time period for satisfying the Conditions Precedent.

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

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

4.1.6 Damages for delay by the Authority

In case of delay on behalf of the Authority, the Concession Period shall be extended proportionately by the period computed as under –

Extension of Concession Period (in days) = Proportionate Factor x Delays (in days) attributable to the Authority in satisfying Conditions Precedent for the subject Centres .

The Extension of Concession Period shall be calculated separately for each affected C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre and summed together to arrive at total Extension of Concession Period

4.1.7 Damages for delay by the Concessionaire

In case delay on behalf of Concessionaire, the Damages for Delay shall be calculated proportionately, detailed as follows -

Damages for Delay per C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre = Proportionate Factor x 0.10% of the amount of the Security Deposit x No. of days of delay

The Damages for Delay shall be calculated separately for each affected C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre and summed together to arrive at total Damages for Delay. Such Damages for Delay shall be capped to a maximum of 10% of the Estimated Project Cost.

ARTICLE 5

5 OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, procure finance for and undertake the planning, design, development, operation and maintenance of the Diagnostic centres and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.

5.1.3 Subject to the provisions of Clauses 5.1.1 and 5.1.2, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

a) plan, design and develop the Project Sites as per the requirements of the applicable rules, regulations, laws, permits etc. for setting up the Diagnostic centres;

b) make, or cause to be made, necessary applications to the relevant Municipal Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

c) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Diagnostic centres;

d) perform and fulfil its obligations under the Financing Agreements;

e) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its contractors / sub-contractors including the O&M Contractor in connection with performance of its obligations under this Agreement;

f) ensure and procure that its contractors {including the O&M Contractor}comply with all applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

g) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

h) support, cooperate with and facilitate the Authority in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

i) transfer centre except the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and other properties of the Concessionaire, to the Authority upon expiry or earlier Termination of this Agreement, in accordance with the provisions thereof.

j) ensure that any supplementary activities are undertaken only in accordance with the provisions of this Agreement

5.2 Obligations relating to Project Agreements

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

Further, each Member of the Consortium shall be jointly and severally liable for the performance of all the obligations of the Concessionaire under this Agreement. It is clarified that such joint and several liability of the Members constituting the Consortium shall apply only as regards the obligations of the Concessionaire towards the Authority and the Hospitals, as defined in this Concession Agreement, and shall not apply to any liability of the Members to Third Parties as regards the Medical Services, as defined in this Concession Agreement. It is further clarified that the liabilities of the respective Members of the Consortium to Third Parties as regards the Medical Services shall be as defined in Clause 29.1.1 of this Concession Agreement.

5.2.2 The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the Debt Due.

5.2.2(a) The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority.For the avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the Debt Due.

5.2.3 The Concessionaire shall procure that each of the Project Agreements to which the Concessionaire is a party contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "**Covenant**"). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect on the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where under such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.3 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that replacement of the O&M Contractor / O&M Member {and execution of the O&M Contract (applicable in the case of O&M Contractor)} shall be subject to the prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement. The Concessionaire agrees and acknowledges that such replaced O&M Contractor / O&M Member shall meet the O&M capabilities.

5.4 Obligations relating to Change in Ownership

5.4.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approval of the Authority.

5.4.2 Notwithstanding anything to the contrary contained in this Agreement, By submitting the Bid, the Concessionaire acknowledges the Consortium Members

shall throughout the Concession Period, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid up equity of the Concessionaire and the Lead Member shall, hold equity share capital not less than (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement ; (only applicable if the consortium intends to form an SPV or forms an SPV). 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 there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

5.4.3 By submitting the Bid, the Bidder shall also be deemed to have acknowledge and agreed that in the event of a change in control of a Consortium Member or an associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the Bid, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the MCGM forthwith along with all relevant particulars about the same and the MCGM may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained Agreement, and the same shall be liable to be terminated without the MCGM being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the MCGM shall be entitled to forfeit and appropriate the EMD or Security deposit, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the MCGM under the Bidding Documents and/or the Concession Agreement or otherwise.

5.5 Employment of trained personnel

5.5.1 The Concessionaire shall comply with Schedule 2– Staffing Norms throughout the Concession Period.

5.5.2 The Concessionaire shall be free to employ / replace qualified Clinical (including Key Personnel) and Non-Clinical staff subject to ensuring compliance with the provisions of this Agreement.

5.5.3 The Concessionaire shall not, without prior written approval of the Authority, use the Project Sites for any purpose other than for the purpose of the Project and purposes incidental thereto as permitted under this Agreement (any such other use being a Concessionaire Event of Default).

5.6 Erection of Sign Board

5.6.1 The Concessionaire shall erect a signboard, of a size not less than 2 ft. by 4 ft., adjacent to the main entrance to the Diagnostic centres in a manner such that it is ordinarily visible to any person using such entrance. The signboard shall prominently display the following text in black upper case letters on a white/yellow background in English and Marathi–

5.6.2 "This facility is under Public Private Partnership (PPP) between Municipal Corporation of Greater Mumbai and [·] (name of the Concessionaire) under Develop, Finance and Operate basis from [·] (Insert the Effective Date) to [·] (Insert the Expiry Date)".

5.6.3 The Concessionaire shall clearly display on the signboard the MCGM rates and timings of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre. The reference to MCGM rates would also specify the period for which the MCGM rates would be applicable and that the MCGM rates will not be changed without the prior written permission of the Authority.

5.6.4 The Concessionaire shall clearly display on the signboard that a grievance register is being maintained by the Concessionaire and that any patient may record or register his grievance/compliant in the grievance register on any aspect related to the Diagnostic centres.

5.6.5 The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period.

5.7 Advertisement / Hoarding

The Concessionaire shall not allow any kind of Advertisement/Hoarding or other commercial activity to be carried on at the Site.

5.8 Facilities for physically or visually challenged and elderly

persons

The Concessionaire shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Diagnostic centres.

ARTICLE 6

6 OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

6.1.1 The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Municipal Instrumentality for implementation and operation of the Project;

b) It is being agreed that the commercial connection for water, power and any other utility service shall be in the name of the MCGM/Concessionaire and the Concessionaire shall pay all bills related to water, electricity and any other utility service as and when due as per the prevailing rules. The Concessionaire shall set up a meter at its own cost to measure its power consumption and water consumption etc. no later than on the Commercial Operations Diagnostic Centre. The Authority shall not be liable for power /water interruptions or insufficient power / water supply. The Concessionaire shall directly deal with the concerned agency responsible for power /water supply to the Concessionaire.

Notwithstanding the above, the Concessionaire shall be responsible to procure back-up systems at each of the Diagnostic centres to maintain uninterrupted power and water at all times (in the event sufficient electrical power and water is not available) in order to comply with the Key Performance Indicators, including un-interruptible power supply configuration for the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and alternate generator facilities etc.

If required, the Concessionaire shall be responsible for applying for an additional transformer of appropriate rating for the relevant C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre and pay the necessary deposits to the concerned agency on behalf of the Hospital, and the Hospital shall use its best efforts to assist the Concessionaire. In case such application for additional transformer or power is required to be filed by the Hospitals, the Hospitals will sign the necessary applications. In addition, the Concessionaire shall be responsible for laying down the cables and connecting the transformers to the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY.

c) accept in its sewage system the standard wastewater effluents from the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre at no cost;

d) allow access to and use of the Project Sites for laying / installing / maintaining telephone lines, electricity lines, water piping or for such other public purposes as the Concessionaire may require.

Provided that such access or use shall not result in a Material Adverse Effect and that Concessionaire shall, in the event of any physical damage to the Project Site on account thereof, ensure that the Project Site is promptly restored at its cost and expenses.

e) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

f) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement; and

g) ensure that the Project Site shall remain free from any structural defects throughout the Concession Period

6.2 Obligations relating to Competing Facility

The Authority shall procure that during the subsistence of this Agreement and starting from the Commercial Operations Date, the Authority and the concerned Hospital shall not operate (whether (i)

directly or (ii) by means of any administrative arrangement with any other municipal entity or (iii) by means of any contractual agreement with any person other than the Concessionaire) any competing C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY facility (the "Competing Facility") within the premises of the concerned Hospital.

ARTICLE 7

7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

a) It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

b) It has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

d) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

e) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

f) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

g) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or those of any member of the Consortium or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

h) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Municipal Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

k) Deleted.

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

m) Each Consortium Member is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the LOA, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

n) All its rights and interests in the Diagnostic centres, except the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and other properties of the Concessionaire, shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;

o) No representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

p) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

q) All information provided by the Consortium in response to the Bid Documents or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;

r) No Consortium Member / Concessionaire shall exit this contract before the transfer / termination of the contract; and

s) All communications between the Concessionaire and the Authority shall be through the Authorized Representative of the Lead Member of the Consortium.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

b) It has taken all necessary actions under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;

c) It has the financial standing and capacity to perform its obligations under this Agreement;

d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

e) There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court of law or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;

f) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;

g) It has complied with Applicable Laws in all material respects;

h) deleted

i) Upon the Concessionaire paying the One Time Premium and Lease rent and performing the covenants herein, it shall not at any time during the term

hereof, interfere with peaceful exercise of the rights and discharge of the obligations by the Concessionaire, in accordance with this Agreement;

j) It has good and valid right to the Project Site, and has power and authority to grant a licence in respect thereto to the Concessionaire.

7.3 Disclosure

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

ARTICLE 8

8 DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the bid Bid Documents, Scope of the Project, Equipment Specifications, Site, existing facilities, local conditions, demand for services and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, the Consortium Members and their Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement, or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Subject to the provisions of Clause16.1.1 (e), the Concessionaire understands and acknowledges that the Medical Services it has the obligation to perform under this Agreement constitute medical acts that may give rise to

professional liability for the Concessionaire and for its individual staff, and nothing in this Agreement shall be construed as transferring to either the Authority or any of the Hospitals any liability to third parties for any of the Medical Services.

8.1.6 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

Part III

Development and Operations

ARTICLE 9

9 SECURITY DEPOSIT

9.1 SECURITY DEPOSIT

9.1.1 The Concessionaire shall pay security deposit, for due and punctual performance of its obligations hereunder relating to the Project, deliver to the Authority, simultaneously with the execution of this Concession Agreement, partly in a form of a demand draft in favour of Municipal Corporation of Greater Mumbai (M.C.G.M.) and partly in a form of Bank guarantee(as per the schedule 6) shall have to pay as given in the table below.

TABLE

Name of Hospitals	**Interest Free Security Deposit**	**Online EMD**
1	**2**	**3**
Diagnostic Centre at Dharavi Health Post Centre.	**Rs. 25 Lacs**	**Rs. 20 Lacs**

9.1.2 **Contract Deposit:-**

a) Contract Deposit shall be paid by the Service provider of the Diagnostic centre and it shall be retained till the completion of contract period.

b) Contract deposit either in the form of Demand Draft (DD) or in the form of Bankers' Guarantee from the Bankers approved by the Municipal Corporation of Greater Mumbai & same shall be valid for contract period.

c) The Banker's Guarantee issued by branches of approved Banks beyond Kalyan and Virar can be accepted only if the said Banker's Guarantee is

countersigned by the Manager of a Branch of the same bank, within the Mumbai City limit categorically endorsing thereon, that, they said Banker's Guarantee is binding on the endorsing Branch of the Bank within Mumbai limits and is liable to be enforced against the said Branch of the Bank in case of default by the contractor/supplier furnishing the banker's guarantee.

9.1.3 Notwithstanding anything to the contrary contained in this Agreement, in the event Security Deposit is not provided by the Concessionaire within a period of 30 (thirty) days from the date of issue of L.O.A., the Authority may proceeds thereof as Damages, and there upon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Security Deposit

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security Deposit as Damages for such Concessionaire Default or failure to meet any Condition Precedent. Upon such encashment and appropriation from the Security Deposit, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 25. Upon replenishment or furnishing of a fresh Security Deposit, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or to meet any Condition Precedent, and in the

event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Security Deposit as Damages, and to terminate this Agreement in accordance with Article 25.

9.3 Release of Security Deposit

The Security Deposit shall remain in force and effect till completion of 60 days from the end of the Concession Period (Concession Period + 60 days); provided, however, that the Security Deposit shall not be released if the Concessionaire is in material default or breach of this Agreement. Upon request made by the Concessionaire for release of the Security Deposit along with the particulars which establish satisfaction of the requirements specified under this Clause 9.3, the Authority shall release the Security Deposit forthwith.

ARTICLE 10

10. PROJECT SITES

10.1 The Project Sites

The Project Sites of the Diagnostic centres shall comprise the built up space in respect of which vacant and peaceful physical possession shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "**Project Sites**"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Project Sites shall be construed as references to the built up area required for setting up the Diagnostic centres as per municipal guidelines and provided to the Concessionaire on "As Is Where Is" basis by the Authority

10.2 License, Access and Right of Way

10.2.1 The Authority hereby grants to the Concessionaire access to the Project Sites for carrying out any survey, investigations and tests that the Concessionaire may deem necessary during the Development Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Project Sites pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the One Time Premium and Lease rent, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Date of L.O.A., leave and licence rights in respect of the built up space comprising the Project Sites(the "**Licensed Premises**"), on "As Is Where Is" basis, free of any Encumbrances, to develop, operate and maintain the said Licensed Premises, together with all and singular rights, liberties, privileges, easements

and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever. The Concessionaire shall be responsible for developing the Project Sites as per the requirements of the applicable rules, regulations, laws, permits etc.

10.2.3 The licence, access and right of way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that does not disturb the existing operations of the Hospitals.

10.2.4 It is expressly agreed that the licence granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the licence, upon the Termination of this Agreement for any reason whatsoever.

10.2.5 The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.3 Site to be free from Encumbrances

The Project Sites shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition, except insofar as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Licensed Premises shall not be deemed to be Encumbrances.

10.4 Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Project Sites from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Project Sites or the Diagnostic centres, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.5 Access to the Authority and Monitoring Committee

The licence, right of way and right to the Project Sites granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority and the Monitoring Committee and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.6 Hazardous Substances

The Concessionaire shall maintain a register in relation to any hazardous materials or equipment used in the carrying out of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests or in the maintenance of the Diagnostic centres and shall ensure that a copy of each register is kept at the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre. The Authority shall have the right to inspect such register at any reasonable time.

ARTICLE 11

11 DEVELOPMENT OF THE DIAGNOSTIC CENTRES

11.1 Obligations of the Concessionaire during Development Period

Prior to commencement of C T Scan , MRI ,Sonography,ECHO Cardiography Centre, the Concessionaire shall:

a) submit to the Authority and the Monitoring Committee, Report detailing the internal layout, design and details of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment to be installed within each of the Diagnostic centres;

b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of development under and in accordance with this Agreement, the Applicable Laws and Applicable Permits;

11.2 Report

In respect of the Concessionaire's obligations relating to the internal layout design and details of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment to be installed within each of the Diagnostic centres, the following shall apply:

a) For each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre, the Concessionaire shall prepare and submit to the Monitoring Committee a Report detailing the internal layout design and details of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment to be installed within the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre within a period of 60 (sixty) days from the Date of L.O.A.;

b) Upon receipt of the Report, the Monitoring Committee shall evaluate and approve the Report within 30 (thirty) business days. In the event that the Monitoring Committee does not approve the Report within 30 (thirty) business days of its receipt, the Report as submitted by the Concessionaire shall be deemed to have been approved by the Monitoring Committee;

c) In the event that the Monitoring Committee does not approve the Report as submitted by the Concessionaire and specifies requisite changes in the contents of the Report within 30 (thirty) business days of the receipt of the Report, the Concessionaire shall incorporate the specified changes into the Report and submit to the Monitoring Committee the updated Report within 30 (thirty) business days of the receipt of the comments from the Monitoring Committee;

d) No review and/or observation of the Monitoring Committee and/or its failure to review and/or convey its observations on the Report shall neither relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Monitoring Committee or the Authority be liable for the same in any manner;

e) Within 90 (ninety) days of the Project Completion Date, the Concessionaire shall furnish to the Authority and the Monitoring Committee final Reports of all the Diagnostic centres in 2 (two) hard copies and in such other form as may be acceptable to the Authority reflecting the Diagnostic centres as actually designed, including layout of the Diagnostic centres and C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment installed in the Diagnostic centres along with their specifications.

11.3 Development of the Diagnostic centres

11.3.1 On or after the Date of L.O.A., the Concessionaire shall undertake development of the Diagnostic centres which shall inter alia include:

a) planning, designing and developing the Diagnostic centres;

b) installation of brand new not launched before 5 years of due date of tenter, C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment as per the provisions of this Agreement;

c) obtaining necessary permissions from the concerned deptts of MCGM in respect of the Project; and

d) employment of minimum number of clinical and non-clinical staff as per the staffing norms mentioned in the schedule 2.

11.3.2 The 180th (One Hundred Eighty) day from the Date of L.O.A. shall be the scheduled date for completing development of all the Diagnostic centres (the "**Scheduled Completion Date**") and the Concessionaire agrees and undertakes that the development of all the Diagnostic centres shall be completed on or before the Scheduled Completion Date.

11.3.3 In the event that development of all the Diagnostic centres is not completed within 90 (Ninety) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to invoke the Security Deposit and to terminate this Concession Agreement. Provided that instead of terminating this Agreement, the Authority may at its sole option extend the time for achieving completion of development of Diagnostic centres on such terms and conditions as it deems fit in its sole discretion.

11.3.4 In the event that development of Diagnostic centres is not completed within 90 (Ninety) days from the Scheduled Completion Date, and the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Scheduled Completion Date for Centres shall be extended for a period equivalent to the duration of the event causing the delay. The Concessionaire shall not be entitled to any compensation in any manner whatsoever.

ARTICLE 12

12 MONITORING OF DEVELOPMENT

12.1 Monthly progress reports

During the Development Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Monitoring Committee a monthly report on progress of the Development Works and shall promptly give such other relevant information as may be required by the Monitoring Committee.

12.2 Inspection

During the Development Period, the authorised representative of the Monitoring Committee may inspect the Diagnostic centres and make a report of such inspection (the "**Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project and Equipment Specifications. The Monitoring Committee shall send a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven) days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the Monitoring Committee shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

12.3 Delays during development

If the Monitoring Committee shall have reasonably determined that the rate of progress of development is such that any one or more Diagnostic centres are not likely to be developed by the Scheduled Completion Date, it shall notify the Concessionaire to this effect, and the Concessionaire shall, within 15 (fifteen) days of such notice, by a communication inform the Monitoring Committee in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

ARTICLE 13

13 COMPLETION OF DEVELOPMENT

13.1 Development Completion Certificate

13.1.1 Development of a C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre shall not be considered to be completed until the Development Completion Certificate for the concerned C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre has been signed by the authorised representative of the Monitoring Committee and delivered to the Authority and the Concessionaire, stating that the Concessionaire has completed its development obligations under the Concession Agreement to its satisfaction.

13.1.2 The Concessionaire shall conduct the commissioning and performance testing of each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre. For each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre, upon successful completion of all commissioning and performance tests related to the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and upon obtaining all Permits required for the delivery of the Medical Services at the said Diagnostic centres, the Concessionaire shall give notice to the Authority and the Monitoring Committee, and the Parties shall thereafter arrange for a joint inspection of the said C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre no later than 10 (ten) days following the Concessionaire's notice. If the Authority and the Monitoring Committee are satisfied that the said C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre complies with the provisions of this Concession Agreement, the Authority shall, within 28 (twenty eight) days thereafter, issue a Development Completion Certificate for the concerned Diagnostic Centre.

13.1.3 In the course of joint inspection, the Authority and the Concessionaire shall draw up a list of minor defects and the schedule in which such minor defects shall be remedied by the Concessionaire. It is being agreed that all such minor defects shall have been remedied within 2 (two) months of the Commercial Operations Date or any such extended period time as mutually agreed between the Authority and the Concessionaire for the Diagnostic Centre. Failure to have remedied all defects within the agreed schedule shall constitute a Concessionaire Event of Default.

13.1.4 The Authority would be required to issue the "**Development Completion Certificate**" after the development of the Diagnostic Centre has been completed in all respect and is ready to use.

13.1.5 In pursuance to the issue of the Development Completion Certificate, the Concessionaire shall comply with all the obligations, mentioned in the Concession Agreement, required to be met before and after the issuance of the Development Completion Certificate.

13.2 Development Completion Certificate not a Cessation of Liability

13.2.1 The issuance of the Development Completion Certificate under this Article shall not in any way:

a. Alter the liabilities of the Concessionaire;
b. Constitute a waiver of unfulfilled obligations;
c. Bar remedy and rectification of defects; and
d. Constitute an acceptance of the Development Works.

But it shall be a milestone for reckoning the commencement of operations of the Diagnostic Centre(s)

13.3 Rectification

13.3.1 If the Concessionaire is obliged to carry out adjustments, repairs, replacements or modifications after completion of development, the Authority shall permit the Concessionaire to carry out all such adjustments, repairs, replacements or modifications as may be necessary. If the adjustment, repair, replacement or modification cannot be made without stopping the operations, then such request shall only be granted if the Concessionaire's request is reasonable under all the circumstances, having regard to the Authority's obligations to keep the operations of the Diagnostic Centre open during all hours of the day.

ARTICLE 14

14 ENTRY INTO COMMERCIAL SERVICE

14.1 Commercial Operation Date (COD)

Development of a particular Diagnostic centres shall be deemed to be complete when the Development Completion Certificate is issued for that particular Diagnostic Centre under the provisions of Article 13 and accordingly the commercial operation date of each Diagnostic Centre shall be the date on which such Development Completion Certificate (the "**COD**")is issued for that particular Diagnostic Centre. The Diagnostic Centre shall enter into commercial service on COD whereupon the Concessionaire shall be entitled to provide C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY services, demand and collect User Fees in accordance with the provisions of Article 20.

14.2 Damages for delay

Subject to the provisions of Clause 11.3, if COD for any C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre does not occur prior to the 31st (thirty first) day after the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority in a sum computed as under:

Damages for Delay per C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre = Proportionate Factor x 0.10% of the amount of the Security Deposit x No. of days of delay

For the avoidance of doubt, the Concessionaire shall be liable to separately pay to the Authority, Damages for each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre in respect of which COD is delayed. Such Damages for Delay shall be capped to a maximum of 10% of the Estimated Project Cost.

In case of delay due to the Authority, the Concession Period shall be extended proportionately by the period computed as under -

Extension of Concession Period (in days)= Delay (in days) attributable to the Authority in achieving Schedule Completion Date for the subject C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre

The Extension of Concession Period shall be calculated separately for each affected C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre and summed together to arrive at total Extension of Concession Period.

ARTICLE 15

15 CHANGE OF SCOPE

15.1 Change of Scope

To the extent permitted by Applicable Law, the Authority shall have the right to request and subsequently to order the Concessionaire from time to time during the Concession Period to make any change, modification, addition or deletion to, in or from the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre(s) or the Medical Services (a "Change of Scope"). The Concessionaire shall not proceed with any Change of Scope unless and until the Authority issues a Change of Scope Order.

The Concessionaire may from time to time during its performance of this Agreement propose to the Authority any Change of Scope on which the Concessionaire considers necessary or desirable to improve the quality, efficiency or safety of the Medical Services. The Authority may at its discretion approve or reject any Change of Scope proposed by the Concessionaire.

15.2 Procedure for Change of Scope

If either Party proposes a Change of Scope, then the Concessionaire shall prepare and provide the Authority as soon as reasonably practicable and in any event within fifteen (15) days from the date of

the proposed Change of Scope, a written memorandum setting out full details of any such Change of Scope, including:

a. the reasons thereof (if proposed by the Concessionaire);
b. the description of the Change of Scope (services required or no longer required; C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment or Software to be changed);
c. an estimate of the cost of implementing the Change of Scope accompanied by a proposal for the financing and payment of such cost;
d. any modifications to this Agreement that would be required in connection with the Change of Scope;
e. any effect such Change of Scope would have on the Medical Services and the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre(s); and
f. a plan (including a schedule) for the implementation of the Change of Scope.

Authority and the Concessionaire shall mutually discuss and agree on all matters identified in the written statement furnished by the Concessionaire, post which the Authority shall issue a Change of Scope order. Such Change of Scope Order shall contain the description of such Change of Scope, any adjustment of the financial conditions of the Agreement (including adjustment to the Concession Period) and all other modifications to this Agreement and shall be signed by the Authority and the Concessionaire. Such Change of Scope shall thereupon form part of the Agreement.

ARTICLE 16

16 OPERATION AND MAINTENANCE

16.1 O&M Obligations of the Concessionaire

16.1.1 In addition to what is provided elsewhere in this Concession Agreement, the Concessionaire shall have the following obligations and responsibilities during the Operation Period:-

a. The Concessionaire shall be responsible, at his own cost, for the overall maintenance and management of each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre including:

i. Routine maintenance and repair works and minor alterations;

ii. Maintenance, repair and renewal/ replacement of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and supporting infrastructure in the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre;

iii. Cleaning and sanitization of the Diagnostic centres and infectious disease control within the Diagnostic centres;

iv. Safety and security of persons and property within the Diagnostic centres; and

v. Taking applicable and adequate safety measures while conducting the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests;

vi. Ensuring that no discomfort is caused to the patients during the waiting time;

vii. Any situation which has arisen or is likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;

viii. Any kind of disturbance or damage or destruction to the Diagnostic centres by the Concessionaire or its contractors is controlled/minimized;

ix. Members of the public are treated with due courtesy and consideration by its employees/ agents;

x. Deployment of Clinical and Non-Clinical staff in accordance with the provisions of this Agreement;

xi. Make appropriate arrangements for security of the Diagnostic centres including C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipments installed within them;

xii. Management and disposal of all medical and other waste produced in the Diagnostic centres with particular regard to the protocols and obligations set out under the following:

- Bio-Medical Waste (Management and Handling Rules), 1998;
- Bio-Medical Waste (Management and Handling) (Amendment) Rules,2003;
- Atomic Energy Regulation Board – Radiation Surveillance procedures for medical applications; and
- All other applicable rules and regulations, amended time to time.

b. The Concessionaire shall be responsible to carry-out the Medical Services (the "**Medical Services**") i.e. operate the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment's, administer C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests as indicated in **Schedule 3 – Scope of Services – List of Investigations**, provide readings of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Test results for Patients, in the form of a written report signed by a member of the Concessionaire's Key Personnel for each Patient that is diagnosed in the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre. In the course of the administration of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests to ~~Referral~~ Patients, if required, all sedation and/ or anesthesia procedures shall be administered by qualified anesthetist employed by the Hospital in which the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre is located and under the sole responsibility of the said Hospital.

c. The Concessionaire shall provide all support services (the "Support Services") that are ancillary to the Medical Services including (a) patient registration, investigation, reporting and care; (b) management of patient records and data (either in soft copy or in hard copy)for a period of six (6) months, including the provision of access to patient records and data to the relevant and qualified staff of the relevant Hospital as may be required; and (c) the operation, management and maintenance of all software related to the services, including radiology information system software used for registration, data management and retrieval or any software supporting the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment in the Diagnostic centres.

d. **Accreditation:** In addition to complying with the Applicable Laws including all mandatory standards and accreditation, the Concessionaire shall apply to the National Accreditation Board for Medical Imaging

Services (NABMIS) accreditation within 2 (two) years of the COD (or any such minimum time as stipulated by the Accreditation body) for each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre and shall ensure NABMIS accreditation within such time period as prescribed in the applicable regulations. The Hospitals shall use their best efforts to assist the Concessionaire in obtaining this accreditation.

e. **Medico-Legal Cases:** In the case of Medico-Legal Cases, the Concessionaire shall submit a preliminary report to the concerned Hospital's representative in relation to the relevant Patient. The Hospital shall then prepare and sign a final report for which it will be responsible. Any judicial obligation to participate in legal proceedings as a witness or expert relating to a Medico-Legal Case shall consequentially be the responsibility of the Hospital, except where expressly required otherwise by a court. For the avoidance of doubt, the Concessionaire shall be responsible for the Medical Services offered to such Patient in case of Medico-Legal Cases and for all the reports prepared.

f. The Concessionaire shall perform and complete all services/ obligations, including all facilities management, regularly and diligently, in accordance with Good Industry Practices, and all other requirements and undertakings set out in this Concession Agreement and Schedules. The Concessionaire shall also be required to seek timely and obtain and maintain in effect and renew all permits that may be required for the provision of any of the Medical Services/ obligations.

g. deleted

Concessionaire's Reporting Obligation: The Concessionaire shall submit a monthly report to the authorized representative of the concerned Hospitals giving particulars set out in **Schedule 7 – O&M Report**. The format prescribed in **Schedule 7 – O&M Report** is only indicative. The Concessionaire and the Authority shall mutually agree upon the format and the information to be supplied by the Concessionaire on a monthly basis to the authorized representative of the concerned Hospitals prior to the COD. The monthly report required to be provided by the Concessionaire shall be provided within ten (10) days of the end of each month. In the event that the Authority considers that a report has not been properly prepared or contains erroneous information or data, then it may serve a notice to that effect to the Concessionaire within thirty (30) days of receipt of such report expressing the objections. If the resolution of any objection made pursuant to this Article requires any revision or adjustment to any report, then the Concessionaire shall, as soon as practicable, issue a revised version of the report and such revised report shall for all purposes of this Agreement take the place of the original report.

h. **Hazardous Substances:** The Concessionaire shall ensure that hazardous materials or equipment used or intended to be used in the carrying out of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests or in the maintenance of the Diagnostic centres are kept under control and in safe keeping in accordance with Applicable Laws and good industry practice, and shall ensure that all such materials are properly and clearly labeled. Regarding this, the Concessionaire shall maintain a register in relation to any hazardous materials or equipments used in the carrying out of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests or in the maintenance of the Diagnostic centres and shall ensure that a copy of each register is kept at the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centres.

i. During the working hours of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre, the Concessionaire shall be responsible for keeping unauthorized persons off the Diagnostic centres, and authorized persons shall be limited to the patients, patients' attendants, employees of the Concessionaire and persons authorized by the Authority.

j. The Concessionaire shall ensure to comply with the Key Performance Indicators as mentioned in **Schedule 4 – Key Performance Indicators** and any modifications thereto as may be indicated by the Authority from time to time. The Authority may impose, in consultation with the Concessionaire, other measurable service level indicators/ specifications from time to time.

k. The Concessionaire shall ensure that the patients are treated with due courtesy and consideration by employees of the Concessionaire and no discomfort is caused to the patients during the waiting time. The Concessionaire shall maintain a complaint register to record grievances of any member of the public in relation to the operations of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre. The Concessionaire shall clearly display on the signboard that the patient may record the grievance in relation to the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre in the complaint register. The Authority, Hospital and the Monitoring Committee shall at all times have the right to inspect the compliant register. The Authority shall have the right to inspect such register at any reasonable time.

l. The Concessionaire shall be responsible, at its own cost, for the rectification and replacement of faulty or non-working C T SCAN , MRI

,SONOGRAPHY,ECHO CARDIOGRAPHY Equipments, during the entire Concession Period.

m. The Concessionaire shall maintain and renew, at its own expense, insurance policies as may be required to be maintained, by the Senior Lenders, under Applicable Laws and such insurances that are necessary or desirable to cover the Operation Period.

n. The Concessionaire shall operate and manage the Diagnostic centres and all its components, including maintaining necessary records and shall remedy any defects within the Concession Period. The Concessionaire shall provide all superintendence, labour, materials, equipment, and all such other things for such operation and maintenance (including remedying of defects).

o. The Concessionaire shall at its cost, carry out such periodic inspections, preventive maintenance as well as assist the Authority or its nominee to carry out any (reasonable) random or periodic inspections or checks of any part or component of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre or the performance of the Concessionaire, the cost of any Test/s shall be borne by the Concessionaire.

p. The Concessionaire shall carry out all checks and maintenance or repair works with adequate advance notice in such a planned manner that there shall be minimal disruption of the operations.

q. The Concessionaire shall ensure general upkeep of the Diagnostic centres in accordance with the provisions of this Agreement.

r. The Concessionaire would operate the Diagnostic centres in a non-discriminatory manner and without giving preference to any particular patient, except emergency or accidental cases.

s. The Concessionaire shall respond to emergency cases even in odd hours and difficult weather conditions.

t. Any patient registered for the test on a particular day would be attended on the same day on a first come first serve basis (except in cases of emergency). The Concessionaire would not discriminate against any patient who comes to the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre for getting diagnosed irrespective of the category of the patient.

u. If the registered patient is not attended on the same day due to shortage of time, the registered patient would be attended on next day.

v. Subject to the provisions of Clause 16.4, if the registered patient is not attended on next day (excluding for reasons of Force Majeure or reasons

not attributable to the Concessionaire), this would be termed as denial of service ("**Denial of Service**"). Denial of Service would also occur in cases where a patient comes to the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre but is not registered by the Concessionaire for any reason whatsoever. In such a case, the patient who has been denied service may approach the authorised representative of the Hospital for recording his grievance.

w. If a Denial of Service is established by the Monitoring Committee and confirmed by the authorised representative of the concerned Hospital, the Concessionaire would be liable for penalty to the extent of 3 (three) times the MCGM rates of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Test as specified in this Agreement. Penalty shall not be levied on the Concessioner if Denial of Service has occurred due to breach of Equipment Capacity Cap.

aa. Such amount towards penalty would be appropriated from the Security Deposit of the Concessionaire. The C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY centre will run for 24 hours, seven days a week.

bb. The C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY centre would attend to all related emergency cases and accidental cases round the clock.

cc. The Concessionaire shall, at its own cost, plan for replacement of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment well ahead of the end of the useful life thereof and replace such equipment in accordance with the O&M Manual and the good industry practice. The Concessionaire shall, at its own cost, promptly and diligently repair, replace or restore any portion of the Diagnostic centres that may be lost, damaged or destroyed.

dd. The Concessionaire shall, at all time during the Concession Period allow the Authority or any person nominated by the Authority access to the Diagnostic centres

ee. The Concessionaire shall operate, maintain, and manage the Diagnostic centres either by itself or through O&M Contractor(s) during the Concession Period.

16.2 Operations & Maintenance Manual (O&M Manual)

16.2.1 The Concessionaire shall prepare and evolve, not later than 90 (ninety) days prior to the Scheduled Completion Date, a draft Operation and Maintenance Manual ("O&M Manual") providing the detailed plan for regular and preventive

maintenance of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment installed in the Diagnostic centres. The Concessionaire shall at its cost, provide within 21 (twenty-one) days of its finalisation, submit the draft of the O&M Manual to the Authority for its review. The O&M Manual will become final only after it has received the final approval of the Authority. Within a period of 30 (thirty) days from the date of receipt of the O&M Manual, the Authority shall revert to the Concessionaire with its comments and suggestions (if any) on the O&M Manual, which shall be implemented and the O&M Manual shall be re-submitted for approval of the Authority. If the Authority fails to approve the re-submitted O&M Manual within 10 (Ten) days of the re-submission, it will be considered as deemed approval of the O&M Manual

16.3 Requirement of Installation of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment

16.3.1 The Concessionaire shall install all the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment of not less than the specified minimum technical specifications as provided by the Authority and in conformity with **Schedule 1 – Equipment Specifications.**

16.3.2 The Concessionaire would install only brand new C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment. No refurbished, second hand or used C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment shall be installed.

16.3.3 The Concessionaire shall have the right to expand the capacity of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre by installing additional C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment at his own cost so as to cater to the patients. Such additional C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment, if any installed by the Concessionaire shall be handed back to the Authority as per the provisions of this Agreement.

16.4 Excuse from performance of obligations

16.4.1 The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Diagnostic centres is not available to traffic on account of any of the following for the duration thereof:

a. an event of Force Majeure;
b. measures taken to ensure the safe use of the Diagnostic centres except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or
c. compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Diagnostic centres.

Notwithstanding the above, the Concessionaire shall keep all unaffected parts of the Diagnostic centres open to patients provided they can be operated safely.

ARTICLE 17

17 MONITORING OF OPERATION AND MAINTENANCE

17.1 Monitoring, Assessment and Inspection

17.1.1 The Authority will have the power of supervision over the working and performance of the Diagnostic centres. The Authority shall also set up a monitoring mechanism including a Monitoring Committee (the "**Monitoring Committee**") comprising of Dir.(ME&M.H), Ch.M.S.(PH) & HOD(SHCS), M.S.(Respective Hospitals) or such members as may be decided by the Authority to periodically monitor the Project. The concerned Additional Municipal Commissioner of M.C.G.M. shall coordinate meetings of the Monitoring Committee;

17.1.2 Since the outputs in terms of quality of procedures, patient care, patient safety, hygiene and decontamination are the prime deliverables of the Project, the Monitoring Committee would evaluate the efforts and outputs of these activities by the Concessionaire. For the purpose of evaluation, the Monitoring Committee shall have access to all the records maintained by the Concessionaire for each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre. The Monitoring Committee shall also have access to the complaint register maintained in pursuance of Clause 16.1.1. The authorised representatives of the Hospitals shall furnish such information to the Monitoring Committee as may be required by it to monitor the Project deliverables.

17.1.3 The Monitoring Committee would monitor the actual implementation of the Project by measuring the Key Performance Indicators achieved by the Concessionaire. The Key Performance Indicators are specified in Schedule 4.

17.1.4 The Monitoring Committee would meet at least once in every calendar quarter to evaluate the Key Performance Indicators achieved by the Concessionaire. In case Monitoring Committee meetings do not happen as mentioned above, the authorised representative of the concerned Hospitals will have the power to measure and certify the Key Performance Indicators achieved by the Concessionaire.

17.1.5 The Monitoring Committee shall submit its report to the Authority regarding the performance of the Concessionaire with specific recommendation(s) on

continuance/ discontinuance/ restructuring of the Project. The findings of the Monitoring Committee would be considered to be final and binding.

17.1.6 If the performance of the Concessionaire is found not to be in line with Good Industry Practices, the Monitoring Committee would direct the Authority to plan corrective action(s) with the Concessionaire and implement the same to achieve desired outputs within 60 (sixty) days.

17.2 Inspection

17.2.1 Right of Inspection

The Concessionaire shall procure that the Authority or any representative or adviser of the Authority including the Monitoring Committee shall have, at all reasonable times and upon giving reasonable notice, the right (but not so as to impede the operations of the Diagnostic centres) to enter any of the Diagnostic centres in order to inspect the operation and maintenance of the Diagnostic centres and to monitor compliance by the Concessionaire with its obligations under this Agreement. If such inspection shows –

a) that the relevant part or parts of the Diagnostic centres is or are defective, the Concessionaire shall rectify and make good such defect(s) and any consequence of such rectification and/or making good defect(s) shall be carried out by the Concessionaire at no cost to the Authority; or
b) that the relevant part or parts of the Diagnostic centres is or are defective and the Concessionaire does not agree with such opinion, the matter shall be determined in accordance to the Dispute Resolution provisions prescribed under this Agreement.

17.2.2 Concessionaire's Reasonable Assistance

The Concessionaire shall ensure that satisfactory facilities are made available to the Authority and any representative of the Authority including the Monitoring Committee and that reasonable assistance is given whenever the Authority or its representative including the Monitoring Committee, in exercise of its rights under this Agreement requires the same, subject to the Concessionaire's and its Contractors' construction and O&M obligations not being adversely affected.

17.3 Monthly status reports

The Concessionaire shall submit a monthly report to the authorised representative of the concerned Hospitals giving particulars set out in **Schedule 7 – O&M Report**. The format prescribed in **Schedule 7 – O&M Report** is only indicative. The Concessionaire and the Authority shall mutually agree upon the format and the information to be supplied by the Concessionaire on a monthly basis to the authorised representative of the concerned Hospitals prior to the COD.

The monthly report required to be provided by the Concessionaire shall be provided within ten (10) days of the end of each month. In the event that the Authority considers that a report has not been properly prepared or contains erroneous information or data, then he may serve a notice to that effect to the Concessionaire within thirty (30) days of receipt of such report expressing his objections. If the resolution of any objection made pursuant to this Article requires any revision or adjustment to any report, then the Concessionaire shall, as soon as practicable, issue a revised version of his report and such revised report shall for all purposes of this Agreement take the place of the original report.

17.4 Authority Audit Rights

The Authority shall be entitled, at its discretion and at its cost, and with a one week prior notice, to audit the accounts and the business operations of the Concessionaire for this Project at any time during the Concession Period, but no more than once a year. The audit shall not disrupt the business operations of the Concessionaire. The Concessionaire shall provide full access to its accounts prepared for this Project and shall give reasonable assistance to the Authority to conduct its audits.

Part IV

Financial Covenants

DELETED

ARTICLE 19

19 LEASE RENT

19.1 Lease rent

In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of lease rent (the "**Lease rent**") a sum of Re. 1 (Rupee one) per annum.

19.2 One Time Premium

The concessionaire shall pay non refundable premium to MCGM as under within one month from receipt of "LOA"(Letter of Award) .

Initially the premium for first three years will be collected in advance within one month from issuance of LOA. Further there will be uniform increase of 5% in the annual premium from fourth year onwards. The annual premium will be collected within 15 days from the due date fourth year onwards.[i.e. Date of commencement]. In case of delay in the payment of premium. The amount will be recovered with 18% interest per annum.

19.3 Payment of Lease rent

19.3.1 The Lease rent (including the Additional Concession Free) payable under the provision of this Article 19 shall become due and payable from COD, and shall be paid annually in advance within 7 days of the start of each financial year. For the financial year in which COD occurs, the Lease rent should be paid on COD.

ARTICLE 20

Mahatma Jyotirao Phule Jan Arogya Yojana (MJPJAY):

20.1 MCGM rates for MJPJAY Patients

20.1.1 In case of patients referred underMahatma Jyotirao Phule Jan Arogya Yojana (MJPJAY)/pradhan Mantri Jan Arogya Yojna(PMJAY)/or any central-state govt –private health insurance the concessionaire will receive payment directly from Municipal Hospital. The amount of reimbursement from Municipal Hospital to the bidder will be as per the same rate as per the Schedule 5 and the amount will be reimbursed only on the receipt of payment from MJPJAY Authority.

20.1.2 For the remaining patients who are not covered under MJPJAY scheme shall make payment to the concessionaire as per M.C.G.M. rate prescribed vide Schedule 5.

20.1.3 The Concessionaire shall maintain relevant patient records for each Patient covered by MJPJAY scheme and forward it to the Hospital on a day-to-day basis. The Hospital shall forward such patient records along with other necessary documents to the Insurer for settlement of claim.

20.1.4 To ensure effective co-ordination between Concessionaire and the Hospitals in reference to MJPJAY Scheme and the reimbursement mechanism as defined in this article, a committee shall be formed with representative from the Concessionaire, the Authority, the Hospital and MJPJAY Scheme.

ARTICLE 21

21 INSURANCE

21.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Development Period and the Operation Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Development Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance to the Concessionaire. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

21.2 Notice to the Authority

No later than 45 (forty-five) days prior to commencement of the Development Period or the Operation and Maintenance Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 21. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

21.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 21 shall be maintained with Insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

21.4 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to keep in force any such insurances and pay such premia and recover the costs thereof from the Concessionaire.

21.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 21 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

21.6 Concessionaire's waiver

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

Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

21.7 Application of insurance proceeds

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

Part V

Force Majeure and Termination

ARTICLE 22

22 FORCE MAJEURE

22.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 22.2, 22.3 and 22.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

22.2 Non-Political Event

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

a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

b) Radioactive contamination or ionising radiation;

c) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Diagnostic centres for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 22.3;

d) any failure or delay of a Sub-Contractor including O&M Contractor but only to the extent caused by another Non-Political Event and which does not

result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Sub-Contractor;

e) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

f) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

g) any event or circumstances of a nature analogous to any of the foregoing.

22.3 Indirect Political Event

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

a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;

d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

e) any Indirect Political Event that causes a Non-Political Event; or

f) any event or circumstances of a nature analogous to any of the foregoing.

22.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 28 and its effect, in financial terms, exceeds the sum specified in Clause 28.1;

b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

e) any event or circumstance of a nature analogous to any of the foregoing.

22.5 Duty to report Force Majeure Event

22.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 22 with evidence in support thereof;

b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

d) any other information relevant to the Affected Party's claim.

22.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

22.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 22.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

22.6 Effect of Force Majeure Event on the Concession

22.6.1 Upon the occurrence of any Force Majeure Event prior to the Date of L.O.A., the period set forth in Clause 18.1.1 for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

22.6.2 At any time after the Date of L.O.A., if any Force Majeure Event occurs:

a) before COD, the Concession Period and the Scheduled Completion Date shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

b) after COD, whereupon the Concessionaire is unable to collect MCGM rates despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was prevented from collection of MCGM rates on account thereof.

22.7 Allocation of costs arising out of Force Majeure

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

22.7.2 Save and except as expressly provided in this Article 22, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

22.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 22, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

22.9 Termination on account of Force Majeure Event

22.9.1 In the event of Termination on account of a Force Majeure Event, the Concessionaire shall be entitled to remove the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Equipment from the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre and take back possession of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment without any liability on the Authority.

The Concessionaire shall, within ninety (90) working days from the issue of Termination Notice, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted.

Upon the expiry of the said ninety (90) working days from the issue of Termination Notice, and unless the period has been mutually extended, if the Concessionaire has not vacated the Project Site and handed over the possession of the Project Site to the Authority in good condition, normal wear and tear accepted, the Concessionaire shall pay to the Authority liquidated damages of Rs. 5000/ - (Rupees Five Thousand Only) for each day beyond above said ninety (90) working days till the date the possession of the Project Site is handed back to the Authority.

The Authority shall return the Security Deposit to the Concessionaire.

22.10 Dispute resolution

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

22.11 Excuse from performance of obligations

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

a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

22.12 Cancellation/ Termination of contract in full or in part

The contract shall be cancelled, if the Bidder/ Service Provider

(a) Does not complete the work as per the programme approved by the MCGM **or**

(b) Commits default in complying with any of the terms and conditions of agreement and does not enter into the agreement within 3 months from the receipt of letter of Intent **or** defaults in complying with any of the terms & conditions enumerated in the agreement.

(c) Being an individual or a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or may suffer any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do or if any application be made under any Insolvency Act for the time being in force**.**

(d) assigns, transfer, sublets (engagement of labour on a piecework basis or labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the Municipal Commissioner, The Municipal Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the employer, by written

notice, cancel the contract as a whole or only such items of work in default from the contract.

ARTICLE 23

23 COMPENSATION FOR BREACH OF AGREEMENT

23.1 Compensation for default by the Concessionaire

Subject to the provisions of Clause 23.4, in the event of the Concessionaire being in material default or breach of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material default or breach, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 23.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

23.2 Compensation for default by the Authority

In the event that the Authority is in breach of or in default of any of its obligation, the Concessionaire can issue a notice to the Authority giving sixty (60) days to remedy the breach or the default. Upon the expiry of the said sixty (60) days, if the Authority has not remedied / cured the default or breach or the period given to remedy / cure the breach or the default has not been mutually extended, the Concessionaire may terminate this Agreement under and in accordance with Article 25.

23.3 Extension of Concession Period

In the event that a material default or breach of this Agreement by the Authority causes delay in achieving COD or leads to suspension of collection of MCGM rates, the Authority shall extend the Concession Period by the period as computed below -

Extension of Concession Period (in days) = Number of days for which Breach of Agreement persists.

The Extension of Concession Period shall be calculated separately for each affected C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY

Centre and summed together to arrive at total Extension of Concession Period.

23.4 Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.

ARTICLE 24

24 SUSPENSION OF CONCESSIONAIRE'S RIGHTS

24.1 Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend the Concessionaire's right to collect MCGM rates, and other revenues pursuant hereto, and (ii) exercise such rights to collect MCGM rates itself or authorize any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

24.2 Authority to act on behalf of Concessionaire

24.2.1 During the period of Suspension, the Concessionaire shall continue to perform its obligations pertaining to delivery of Medical Services to patients under this Agreement and bear all the costs for remedying and rectifying the cause of Suspension and Operation and Maintenance of the Diagnostic centres.

24.3 Revocation of Suspension

24.3.1 In the event that the Concessionaire shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

24.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 90 (ninety) days from the date of Suspension or within the extended period, if any, set forth in Clause 24.1, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. The Authority shall also transfer to the Concessionaire all amounts collected by it as MCGM rates during the period of suspension.

ARTICLE 25

25 TERMINATION

25.1 Termination for Concessionaire Default

25.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

a) the Security Deposit has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Security Deposit within a Cure Period of 30 (thirty) days;

b) subsequent to the replenishment or furnishing of fresh Security Deposit in accordance with Clause 9.2, the Concessionaire fails to cure, within a Cure Period of 90 (ninety) days, the Concessionaire Default for which whole or part of the Security Deposit was appropriated;

c) the Concessionaire abandons or manifests intention to abandon the Development or Operation of the Diagnostic centres without the prior written consent of the Authority;

d) Project Completion Date does not occur within the period specified in Clause 11.3.3;

e) the Concessionaire is in breach of its O&M Obligations as set out in Clause 16.1 of this Agreement;

f) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

g) upon occurrence of a Financial Default, the Lenders' Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

h) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

i) the Concessionaire creates any Encumbrance in breach of this Agreement;

j) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

k) a Change in Ownership has occurred in breach of the provisions of Clause 5.4.

l) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

m) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

n) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

o) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

p) a resolution for winding up of the Concessionaire is passed, or any petition for winding up of the Concessionaire is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Date of L.O.A.; and

iii. each of the Project Agreements remains in full force and effect;

q) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

r) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

s) the Concessionaire has failed to fulfill any obligation, for which failure Termination has been specified in this Agreement; or

t) the Concessionaire commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Authority.

u) the Concessionaire has not complied with Applicable Laws, permits etc.

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

25.2 Termination for Authority Default

25.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 60 (sixty) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

a) The Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

b) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or

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

25.3 Consequences of Termination

25.3.1 In the event of Termination on account of a Concessionaire Default during the Operation Period, the following consequences shall occur -

a) The Authority shall be entitled to forfeit the Security Deposit

b) The Concessionaire shall continue operating and maintaining the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Centres, as per the provisions and requirements of this Agreement, for a Notice Period of 90 (ninety) days after issue of Termination Notice by the Authority.

c) After the expiry of such Notice Period, the Concessionaire shall be entitled to remove the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Equipment from the Diagnostic centres and take back the possession of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment.

d) The Concessionaire shall, within sixty (60) working days from the expiry of Notice Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted.

e) If the Concessionaire does not, within sixty (60) working days from the expiry of Notice Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted, the Concessionaire shall pay to the Authority liquidated damages of Rs. 5000/ - (Rupees Five Thousand Only) for each day beyond above said sixty (60) working days till the date the possession of the Project Site is handed back to the Authority.

25.3.2 In the event of Termination on account of a Authority Default during the Operation Period, the following consequences shall occur:

a) The Concessionaire shall continue operating and maintaining the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Centres, as per the provisions and requirements of this Agreement, for a Notice Period of 90 (ninety) days after issuing the Termination Notice

b) After the expiry of such Notice Period, the Concessionaire shall be entitled to remove the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Equipment and other properties of the Concessionaire from the Diagnostic centres and take back the possession of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment.

c) The Concessionaire shall, within sixty (60) working days from the expiry of Notice Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted.

d) If the Concessionaire does not, within sixty (60) working days from the expiry of Notice Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted, the Concessionaire shall pay to the Authority liquidated damages of Rs. 5000/ - (Rupees Five Thousand Only) for each

day beyond above said sixty (60) working days till the date the possession of the Project Site is handed back to the Authority.

e) The Authority shall return the Security Deposit to the Concessionaire

25.3.3 The Concessionaire expressly agrees that remedy provided for under Clause 25.3 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

25.3.4 The Authority and the Hospitals will provide all possible assistance to remove the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and other properties of the Concessionaire from the Project Sites subject to normal wear and tear, without any hindrance.

25.3.5 For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire or Authority Default occurring prior to COD.

25.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

a) be deemed to have taken possession and control of the Diagnostic centres forthwith;

b) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Project Site or any part of the Project;

c) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 26.1; and

25.5 Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 25.3.3, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Divestment

Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 26

26 DIVESTMENT OF RIGHTS AND INTEREST

26.1 Divestment Requirements

26.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

a) The Concessionaire shall be entitled to remove the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Equipment and other properties of the Concessionaire from the Diagnostic centres and take back the possession of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment.

b) The Concessionaire shall, within sixty (60) working days from the expiry of Concession Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted.

c) If the Concessionaire does not, within sixty (60) working days from the expiry of Notice Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted, the Concessionaire shall pay to the Authority liquidated damages of Rs. 5000/ - (Rupees Five Thousand Only) for each day beyond above said sixty (60) working days till the date the possession of the Project Site is handed back to the Authority.

26.2 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in **Schedule 8 – Vesting Certificate**, which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing

that all Divestment Requirements have been complied with by the Concessionaire.

Part VI

Other Provisions

ARTICLE 27

27 ASSIGNMENT AND CHARGES

27.1 Restrictions on assignment and charges

The concessionaire shall not assign or sublet the wok to any agency.

Subject to Clauses 27.2 and 27.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

Subject to the provisions of Clause 27.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

27.2 Permitted assignment and charges

The restraints set forth in Clause 27.1 shall not apply to:

a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;

b) mortgages/pledges/hypothecation of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment and other properties of the Concessionaire and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project;

c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements; and

d) liens or encumbrances required by any Applicable Law.

27.3 Assignment by the Authority

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

ARTICLE 28

28 CHANGE IN LAW

28.1 Change in Law

"**Change in Law**" shall mean the occurrence of any of the following after the date of Bid:

(a) the enactment of any new Indian law;

(b) the repeal, modification or re-enactment of any existing Indian law;

(c) the commencement of any Indian law which has not entered into effect until the date of Bid;

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or

(e) any change in the rates of any of the Taxes that have a direct effect on the Project;

which varies the overall yearly cost for the Concessionaire, including the overall tax payable by the Concessionaire on its turnover (whether as a result of new taxes, increase in taxation rates, changes to tax base or calculation method, modifications to rules regarding exemptions, deductions or caps, or otherwise, but excluding any modification of profit taxation) to observe and perform any of its rights and obligations under the Agreement under normal circumstances by more than 5% either way.

Either Party may notify the other Party of the occurrence of a Change in Law. Within thirty (30) days of notice to the other Party of a Change in Law, said other Party shall submit a proposal to amend the Agreement so as to restore the Parties to the position they would have been in had such Change in Law not occurred (the "**Remedial Proposal**").

In the event the Party notifying the Change in Law is not satisfied by the Remedial Proposal, or in the event no Remedial Proposal is formulated within the time period stated above, the Parties shall discuss forthwith in order to reach a mutually satisfactory solution to restore the Parties to the position it would have been in had such Change in Law not occurred. Should the Parties fail to agree within sixty (60) days of the start of such consultation, the Concessionaire (where the Change of Law results in increased costs or lower profits) or the Authority (where the Change of Law results in lower costs or increased profits for the Concessionaire) shall have the right to terminate this Agreement in accordance with the provisions of this Agreement.

ARTICLE 29

29 LIABILITY AND INDEMNITY

29.1 General indemnity

29.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of Medical Services by the Concessionaire to any patient or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons. Further, subject to Clause 5.2.1 of this Agreement, as regards any third party liabilities and claims arising from the performance of and delivery of the Medical Services, the O&M Member shall be liable to indemnify the third parties.

29.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the land comprised in the Project Site, and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

29.2 Indemnity by the Concessionaire

29.2.1 Without limiting the generality of Clause 29.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

b) non-payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

d) subject to Clause 29.1.1, death or personal injury to any person which may arise out of or in consequence of any act or omission or negligence in connection with the performance or non-performance of its obligations under this Agreement.

e) loss or damage to property (including property belonging to the Authority for which it is responsible) which may arise out of or in consequence of any act or omission or negligence in connection with the performance or non-performance of its obligations under this Agreement.

29.2.2 Without limiting the generality of the provisions of this Article 29, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the

Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a licence, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such licence within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Equipment Specification, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

29.3 Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 29 (the "Indemnified Party") it shall notify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

29.4 Defence of claims

29.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 29, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do

so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

29.4.2 If the Indemnifying Party has exercised its rights under Clause 29.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

29.4.3 If the Indemnifying Party exercises its rights under Clause 29.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or

b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or

c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:

i. that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
ii. that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 29.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

29.5 No consequential claims

Notwithstanding anything to the contrary contained in this Article 29, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

29.6 Survival on Termination

The provisions of this Article 29 shall survive Termination.

ARTICLE 30

30 RIGHTS AND TITLE OVER THE SITE

30.1 Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Project Site(s) as sole licensee subject to and in accordance with this Agreement, and to this end it may regulate the entry and use of the Diagnostic centres by third parties in accordance with and subject to the provisions of this Agreement.

30.2 Access rights of the Authority and others

The Concessionaire shall allow free access to the Project Site(s) at all times for the authorised representatives and vehicles of the Authority, Senior Lenders, and the Monitoring Committee, and for the persons duly authorised by any Government Instrumentality to inspect the Diagnostic centres or to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

30.3 Restriction on sub-letting

The Concessionaire shall not sublicense or sublet the whole or any part of the Project Site(s), save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Diagnostic centres.

ARTICLE 31

31 DISPUTE RESOLUTION

31.1 Dispute resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 31.2.

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

31.2 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Monitoring Committee to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Monitoring Committee or without the intervention of the Monitoring Committee, either Party may require such Dispute to be referred to the Additional Municipal Commissioner in charge of Health/ Municipal Commissioner for amicable settlement. , and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 31.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 31.3.

31.3 Arbitration

In the event of failure to settle the Dispute amicably between the parties, the same shall be referred to an authorized representative of Health Department, Municipal Corporation of greater Mumbai.

If the Dispute is still not settled, the Dispute shall be referred to three (3) arbitrators for final resolution, one each to be appointed by the Authority as well as the Concessionaire and the third one to be appointed jointly by the two arbitrators appointed by the Authority and the Concessionaire. The arbitration proceedings shall be governed under the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force.

31.4 Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory Regulatory Authority or Commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 31.3, be adjudicated upon by such Regulatory Authority or Commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

ARTICLE 32

32 MISCELLANEOUS

32.1 Governing law and jurisdiction

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

32.2 Waiver of immunity

Each Party unconditionally and irrevocably:

a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

32.3 Depreciation and Interest

32.3.1 For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and owned by the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liable in respect of

any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

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

32.4 Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

32.5 Waiver

32.5.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

c) shall not affect the validity or enforceability of this Agreement in any manner.

32.5.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

32.6 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

a) no review, comment or approval by the Authority or the Monitoring Committee of any Project Agreement, Report or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Diagnostic centres nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

32.7 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

32.8 Survival

32.8.1 Termination shall:

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

32.8.2 except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

32.9 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the bid shall be deemed to form part of this Agreement and treated as such.

32.10 Severability

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

32.11 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

32.12 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

32.13 Successors and assigns

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

32.14 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Mumbai may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority;

Address of the Concessionaire

_____

_____

_____

b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Director (ME&MH) of Municipal Corporation of Greater Mumbai, with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the

Concessionaire does not have an office in Mumbai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

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

32.15 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

32.16 Counterparts

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

32.17 Charges for Diagnostic Scan

The bidder will only be allowed to charge CT Scan/ MRI Scan rates for all patients at the M.C.G.M. Rates mentioned as below.

(a) Rate List For MRI Studies:

1. MRI: Single Study : Rs 2500/-
2. Anatomically contiguous MRI Studies to be considered as a single study. For example, MRI Brain with TOF Angiography, MRI Abdomen with Pelvis, MRI Spine with Screening of Whole Spine and SI Joints, Maxillofacial MRI with

Neck, Foot & Ankle, should be considered as one study and should be charged as a Single Study.

3. MRI Study not involving contiguous Body Parts can be charged as a separate Study. For example, MRI Brain with Pituitary and Pelvis, Shoulder MRI with Knee, etc.

(b) Rate List for CT Scan:

1. Plain CT Scan or HR CT: Single Study: Rs.1200/-.
2. Anatomically contiguous CT Studies to be considered as a single study. For example, CT Chest with Abdomen and Pelvis, CT Spine, etc, should be considered as one study and should be charged as a Single Study.
3. CT Scan not involving contiguous Body Parts can be charged as a separate Study. For example, CT Scan Brain& CT Abdomen with Pelvis, etc.

32.17.1 That all additional sequences such as Spectroscopy, Perfusion etc. In MRI should be provided in the same cost as per the requirements of the referring doctor.

32.17.2 Imaging using C.T. software such as Angiography, 3D Images, Lung Nodule Assessments, Perfusion Scan etc. should be provided in the same cost as per the requirements of the referring doctor.

32.17.3 Adequate films should be provided as required by the referring doctor.

32.17.4 All Medico legal, clinical service liability will be that of the bidder and not of the M.C.G.M.

32.17.5 In case of pediatric patients or any other reasons if there is a need of Anesthesia, the concerned peripherial Hospital authority will provide Anesthetist subject to prior intimation of at least one day. The charges will be born by the Authority (M.C.G.M.). Similarly, in case of emergency the M.C.G.M. will provide the medication.

32.18 Mahatma Jyotirao phule jan Arogya Yojna (MJPJAY**)**

In case of patients referred under Rajeev **Mahatma Jyotirao phule jan Arogya Yojna** (MJPJAY), the concessionaire will receive payment directly from Municipal Hospital. The amount of reimbursement from

Municipal Hospital to the bidder will be as per the same rate as per the Schedule 5 and the amount will be reimbursed only on the receipt of payment from RGJAY Authority.

32.19 Working Hours for CT Scan and MRI Facility

C. T. Scan facility to be provided round the clock (24x7) and M.R.I Scan facility to be provided at least between 8.00 am to 8.00 pm.

32.20 NABIMS Accreditation

The agency have to obtain NABIMS accreditation within two years from their date of appointment for the C T Scan , MRI ,Sonography,ECHO Cardiography centre.

32.21 CT Scan / MRI Reports

Following description should be included in the C.T and M.R.I. Scan report. The C.T. Scan reports should be generated within 4 Hrs of performing the Scan and M.R.I. Reports to be finalized within 24 hrs. of performing the Scan.

a. The protocol and description of the method of performing the Scans.
b. Normal anatomical descriptions of the region scanned, including bones, soft tissues, organs, neurovascular components and specific abnormalities.
c. Pathological abnormalities to be described in detail.
d. Radiological impression and diagnosis to be mentioned.

ARTICLE 33

33 DEFINITIONS

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

"**Accounting Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Affected Party**" shall have the meaning set forth in Clause 22.1;

"**Agreement**" or "**Concession Agreement**" means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

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

"**Applicable Permits**" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Planning, Designing and Development of the Diagnostic centres during the subsistence of this Agreement;

"**Date of L.O.A.**" means the date on which letter of Award is issued by the Authority;

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

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

"**Authority Default**" shall have the meaning set forth in Clause 25.2.1;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 29.1.1

"**Authorized Representative**" of the Concessionaire shall refer to the individual having the authority to sign this Concession Agreement. Such authority shall be demonstrated either though a Board Resolution of the company or a Power of Attorney in favour of the Authorized Representative granting him / her the right to sign the Concession Agreement for this Project on behalf of the Concessionaire. The Concessionaire may replace such Authorized Representative from time to time.

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of

India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the Consortium in response to the Bid Documents in accordance with the provisions thereof;

"**EMD"** means the amount provided by the Concessionaire to the Authority along with the Bid in accordance with the Bid Documents, and which is to remain in force until substituted by the Security Deposit;

"**Change in Law**" means the occurrence of any of the following after the date of Bid:

(f) the enactment of any new Indian law;
(g) the repeal, modification or re-enactment of any existing Indian law;
(h) the commencement of any Indian law which has not entered into effect until the date of Bid;
(i) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
(j) any change in the rates of any of the Taxes that have a direct effect on the Project;

"**COD**" or "**Commercial Operation Date**" shall mean the date of issue of Development Completion Certificate under Article 13 of this agreement;

"**Concession**" shall have the meaning set forth in Clause 0;

"**Concessionaire**" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"**Lease rent**" shall have the meaning set forth in Clause 19.1;

"**Concession Period**" means the period starting on and from the Date of L.O.A. and ending on the Transfer Date;

"**Concessionaire Default**" shall have the meaning set forth in Clause 25.1.1;

"**Conditions Precedent**" shall have the meaning set forth in Clause 4.1.1;

"**Consortium**" shall have the meaning set forth in Recital (C);

"**Consortium Member**" means a company specified in Recital (C) as a member of the Consortium;

"**Contractor**" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the development contract or any other material agreement or contract for development of the Diagnostic centres or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

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

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Monitoring Committee hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Monitoring Committee to accord their approval;

"**Covenant**" shall have the meaning set forth in Clause 5.2.3;

"**Damages**" shall have the meaning set forth in Sub-clause (v) of Clause1.2;

"**Debt Due**" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date;

(b) all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default; and

(c) any Subordinated Debt which is included in the Financial Package and disbursed by lenders for financing the Total Project Cost;

provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

"**Denial of Service**" shall have the meaning set forth in Sub-clause (y) of Clause 16.1.1;

"**Development Completion Certificate**" shall have the meaning set forth in Clause 13.1;

"**Development Period**" means the period beginning from the Date of L.O.A. and ending on the Project Completion Date;

"Development Works" means all works and things necessary to complete the development of Diagnostic centres in accordance with this Agreement;

"Diagnostic centres" means the Site comprising the existing built-up space provided by the Authority in each of the Hospitals, Project Assets and its subsequent development in accordance with this agreement;

"C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipments" means all the equipments listed in Schedule- 1;

"**C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests**" means the tests listed out in Schedule-4;

"**Dispute**" shall have the meaning set forth in Clause 31.1;

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in Article 31;

"**Divestment Requirements**" means the obligations of the Concessionaire for and in respect of Termination as set forth in Clause 26.1;

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

"**Effective Date**" means date on which this Agreement is signed;

"**Emergency**" means a condition or situation that is likely to endanger the security of the individuals on or about the Diagnostic centres, including patients thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"**Encumbrances**" means, in relation to the Diagnostic centres, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Diagnostic centres, where applicable herein;

"**Equipment Specifications**" shall mean the specified minimum technical specifications for the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipments as provided by the State Government and specified in Schedule 2;

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and shall for the purposes of this Agreement include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest-free funds advanced by any shareholder of the Company for meeting such equity component;

"**Estimated Project Cost**" shall have the meaning set forth in Clause 1.1.5 of RFP document;

"**Financial Close**" means the concessionaire shall have secured financing for the project;

"**Financial Default**" shall have the meaning set forth in Schedule 10;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 22.1;

"Free Patients" – shall have the meaning set forth in Schedule 11

"**GOI**" or "**Government**" means the Government of India;

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

"**Government Instrumentality**" means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Diagnostic centres or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"**Hospitals**" means collectively all the hospitals listed in Article 9, within which the Diagnostic centres shall be developed and "Hospital" means any one of them;

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant to Article 29;

"**Indemnifying Party**" means the Party obligated to indemnify the other Party pursuant to Article 29;

"**Indirect Political Event**" shall have the meaning set forth in Clause 22.3;

"**Insurer**" shall refer to the insurance company appointed by the Government of Maharashtra under the RGJAY scheme

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 21, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable in relation to such act or event;

"**Key Personnel**" means the Radiologists deployed at various C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHYs Centres;

"**LOA**" or "**Letter of Award**" means the letter of award referred to in Recital (C);

"**Lead Member**" shall have the meaning set forth in Recital (C);

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

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

"**Medical Services"** shall have the meaning set forth in Clause 16.1.1 (b);

"**Monitoring Committee**" shall have the meaning set forth in Clause 17.1.1;

"**MCGM rates**" shall mean charges, specified either in Schedule 6 or Schedule 13, as may be applicable, that the Concessionaire can collect from the patients who use the services offered by the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre.

"**Nominated Company**" means a company selected by the Lenders' Representative and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"**Non-Political Event**" shall have the meaning set forth in Clause 22.2;

"**O&M**" means the operation and maintenance of the Diagnostic centres and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of MCGM rates in accordance with the provisions of this Agreement;

"**O&M Contractor**" means the entity, if any, with whom the Concessionaire has entered into an O&M Contract for discharging O&M obligations for and on behalf of the Concessionaire, and who meets the following requirements –

- Technical Capacity–Has employed a Radiologist meeting the minimum qualifications as indicated in **Schedule 3 – Staffing Norms** and has experience in operating the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY centre.

"**O&M Contract**" means the operation and maintenance that may be entered into between the Concessionaire and the O&M Contractor for performance of all or any of the O&M obligations;

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

"**O&M Manual**" shall have the meaning ascribed to it in Clause 16.2;

"**O&M Member**" shall be the entity identified as the O&M Member in the selected bidders bid

"**O&M Report**" shall have the meaning set forth in Clause 16.1.1 (i);

"**Operation Period**" means the period commencing from COD and ending on the Transfer Date;

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

"**Security Deposit**" shall have the meaning set forth in Clause 9.1;

"**Political Event**" shall have the meaning set forth in Clause 22.4;

"Private Patient" means any person, other than a Referral Patient, seeking Private Services from the Concessionaire in any of the Facilities and willing to pay for such Private Services.

"**Project**" means the development, operation and maintenance of the CT Scan /MRI centres in accordance with the provisions of this agreement and includes all works, services and equipment relating to or in respect of the scope of the Project;

"**Project Agreements**" means this Agreement, the Financing Agreements, O&M Contract, and any other agreements or materials contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include the Substitution Agreement or any agreement for procurement of goods and services involving a consideration of up to 5 (five) crore;

"**Project Assets**" means the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipments and all other tangible and non-tangible assets relating to and forming part of the Project Site including (a) rights over the Project Site in the form of lease, right of way or otherwise; (b) tangible assets such as civil works and C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment; (c) all rights of the Concessionaire under the Project Agreements; (d) financial assets, such as receivables, security deposits etc.; (e) insurance proceeds; and (f) Permits and authorisations relating to or in respect of the Diagnostic centres Project;

"**Project Completion Date**" means the date on which the Development Completion Certificate is issued under the provisions of Article 13;

"**Project Site(s)**" shall have the meaning set forth in Clause 10.1;

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

The bed strength for each hospital is different and concessionaire shall get the details by visiting the respective hospitals. The same numbers shall be used for calculation of Proportionate Factor.

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

"**Referral Patients**" means patients referred to by the Hospital to the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre for any particular C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests;

"**Report**" shall have the meaning ascribed to it in Clause 11.2;

"**Bid Documents**" or "**Bid**" shall have the meaning set forth in Recital (B);

"**Right of Way**" means the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for development, operation and maintenance of the Diagnostic centres in accordance with this Agreement;

"**Scope of the Project**" shall have the meaning set forth in Clause 2;

"**Senior Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold pari passu charge on the assets, rights, title and interests of the Concessionaire;

"**State**" means the State of Maharashtra and "**State Government**" means the government of that State;

"**Statutory Auditor**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions

of the Companies Act of 1956 including any statutory modification or re-enactment therefore, for the time being in force;

"**Substitution Agreement**" shall have the meaning set forth in Clause 27.3;

"**Suspension**" shall have the meaning set forth in Clause 24.1;

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

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

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

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

"**Vesting Certificate**" shall have the meaning set forth in Clause 26.2

"**Yearly Premium**" shall mean the yearly premium quoted by the Consortium in its Bid;

SIGNED, SEALED AND

DELIVERED

For and on behalf of

THE AUTHORITY by:

(Signature)

(Name)

(Designation)

THE COMMON SEAL OF _____, the CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the …… day of 20…… hereunto affixed in the presence of ……....……, Director, who has signed these presents in token thereof and ……, company Secretary / Authorized Officer who has countersigned the same in token thereof [$]:

[$] To be affixed in accordance with the articles of association of the Concessionaire.

Schedules

Schedule 1 –Equipment Specifications

Technical Specifications for 1.5 Tesla MRI

All the allied equipments and accessories shall be MRI compatible.

1. MAGNET:

a. Latest, Compact and patient friendly 1.5 Tesla actively shielded supercon.

b. Exclusive supercon compensation for heavy iron objects moving in vicinity.

c. Cryocooler (inbuilt). Typical Helium consumption <= 0.1 ltr/hr.

d. Homogeneity by VRMS method to be better than +/- 1.0 ppm (24 angles and 24 planes) or better over 48 cms volume or more.

e. 70 cm bore diameter with total Magnet length of 170 cm or less. Mention the effective tunnel length.

f. Well ventilated and illuminated; with in-built 2 way intercom system for communication with the patient.

g. MR compatible patient headset for music in gantry for administering auditory paradigms for functional MRI (fMRI).

2. ACTIVELY SHIELDED GRADIENT:

a. Strength: **44** mT/m (actual, not effective) or higher true usable peak gradient amplitude in all 3 axes for high quality imaging at a true usable peak at Slew rate of 200 mT/m/ms (actual, not effective) or higher to perform all fast sequences at 100% duty cycle. The peak gradient specifications must be usable @ max FOV of 48 cms or more (preferred) . Water cooled gradient amplifiers should be offered. Acoustic noise reduction features should be available to facilitate increased patient comfort.

b. Min TE in Gradient Echo (both 2D and 3D in 128 matrix) : 0.5 m Sec or lower (better)

c. Min TR in Gradient Echo (both 2D and 3D in 128 matrix) : 1.2 mSecs or lower (better)

d. Max ETL : 200 or better in full fourier transformation

e. Min Slice thickness 2D : 0.5 mm or lower

f. Min Slice thickness 3D : 0.1 mm or lower

g. Max number of phase as well as frequency encoding steps (Acquisition Matrix) in both 2D and 3D should be 1024x1024 .

3. PATIENT BED:

a. Travel : atleast 200 cm

b. Halogen / Laser light : for accurate positioning

c. Return-to-scan plane function : for easy administration of contrast.

4. RF AMPLIFIER AND RECEIVER:

a. Fully digital, solid state Transmit with output power of 15 kW or higher at 100% efficiency

b. Accurate, flexible on-the-fly generation of gradient and RF waveforms.

c. At least 32 dedicated receiver channels with Receiver Bandwidth of 1 MHz per channel or higher for superior RF performance. The receiver to support 8 or more elements of PA coils,compatible with parallel imaging techniques like iPAT2, ASSET, SENSE etc., with Scan time reduction factors of at least upto 6 or more in 2D and 3D sequences (higher true scan time reduction factors in 2D and/or 3D will be given added weightage)

d. Integrated preamplifiers with each coil shall be supplied.

e. Multiple coil connection with active coil decoupling preferred.

5. WORKSTATION COMPUTER SYSTEM:

A separate state of the art workstation with identical post processing capabilities as in main console such as: advanced 3D Segmentation, BOLD processing, Color maps of perfusion TTP maps, fMRI analysis, Quantitative Magnetization Transfer analysis, qFLOW packages, fiber tractography, stitching / pasting of multi-station studies, spectroscopy analysis, cardiac analysis, 2D fast Fourier with Image Reconstruction times of 1000 images/sec or higher at 256 x 256 matrix in full FOV to be supplied.

a. Fast and Powerful Computer, 64 bit word length or better.

i. CPU: core i7, min 3 GHz clk, at least 5 GB DDR RAM, **minimum 150** GB HDD, DVD±RW drive, with latest licensed OS.

ii. Monitor: 24" or more, medical grade flat panel monitor.

iii. Keyboard: 108 keys Standard Keyboard with USB or PS/2 interface.

iv. Mouse: optical, 2 keys with scroll.

v. Printer: Color Laser Printer.

b. 1000 number of DVDs, 4.7GB capacity to be supplied.

6. COILS:

a. High Quality Quadrature/ Circular Polarized (CP) Body Coil (integrated to magnet).

b. Head Coil for imaging and spectroscopy should be offered. Head Coil **12** or higher channels

c. PA Neurovascular **16**-channel or higher array coil. Compatible with Parallel Imaging Technique for scan time reduction factor of 4 or better in both 2D and 3D.

d. Quadature /CP Array Phased Array Spine array **30 elements or more coil** for Cervical, thoracic and lumbar spine imaging. Spine coil to be compatible with parallel imaging. It must be possible to combine parallel imaging in Lumbar and Thoracic spine imaging.

e. Total neurovascular examination without repositioning the patient by combining the Neurovascular coil and Spine coil.

f. Dedicated coils for Shoulder (**8 Ch** or better), Knee (8 Ch), Wrist (**8 Ch**), Breast (Ch to be compatible with biopsy equipment) and small flex coil (**4 Ch or more)** with parallel imaging factor 2 or better.

g. 16 channel or more PA/Body Coil compatible with Parallel Imaging Technique for scan time reduction factor of 4 or better in both 2D and 3D for peripheral angiography.

h. Dedicated 32 channel cardiac/ body coil.

i. Coils with Built-in preamplifier in each coil to ensure high SNR (preferred)

j. Suitable coil for high quality peripheral angio in multi-station angiography study using parallel imaging.

7. **OPERATOR CONSOLE:**

a) The console computer system shall be capable of acquisition and processing of MRI generated data such as : advanced 3D Segmentation, BOLD processing, Color maps of perfusion TTP maps, fMRI analysis, Quantitative Magnetization Transfer analysis, qFLOW packages, fiber tractography, stitching / pasting of multi-station studies, spectroscopy analysis, cardiac analysis, 2D fast Fourier with Image Reconstruction times of 1000 images/sec or higher at 256 x 256 matrix in full FOV to be supplied.

The computer shall be as under or better.

i. CPU: core i7, min 3 GHz clk, at least 5 GB DDR RAM, **minimum150 GB** HDD, DVD±RW drive, with latest licensed OS.

ii. Monitor: 24" or more, medical grade flat panel monitor.

iii. Keyboard: 108 keys Standard Keyboard with USB or PS/2 interface.

iv. Mouse: optical, 2 keys with scroll.

v. Printer: Color Laser Printer.

vi. 19" or higher, High Resolution Medical grade LCD Monitor with 1280x1024 matrix display

b) Two way intercom system for patient communication

8. PATIENT COMFORT ACCESSORIES:

a. Soft mattress with head rest, Knee support, positioning wedges, Set of soft velcro immobilization straps and MR compatible sandbags.

b. Soft, Vacuum operated patient positioning Pads.

c. Hand held nurse call device.

9. SOFTWARES :

a. Spin Echo (SE); Modified Spin Echo (MSE); Fast Gradient Echo (FGRE), Inversion Recovery (IR) and mixed SE-IR.

b. Dynamic Study for pre and post contrast scans, Time intensity studies (Wash in and Wash out) and kinematics.

c. Fast Spin Echo Package which generates superb images with conventional SE contrast in scan times typically 10 time shorter for faster MRCP

applications. Fast Recalled Spin Echo technique for better fluid contrast should be available.

d. Complete Angio Software package including both 2D and 3D Angios with gated inflow to suppress artifacts from retrograde flow and pulsations.

e. Angio technique without using contrast agent for peripheral angios, with cardiac gating and subtraction.

f. Fast Gradient Echo technique,2D and 3D mode, ideal for contrast agent wash-in and washout studies. True FISP, Fiesta 2D/3D, 2D/3D bFFE or equivalent must be supported for high contrast, flow independent imaging capability.

g. Single and Multi Shot EPI (Echo Planar imaging). High resolution multi shot EPI with real time motion detection and correction capabilities would be an added advantage. (Propeller,2D/3D PACE, Phase Trak or equivalent)

h. Multi shot EPI sequences for high SNR, full volume coverage for perfusion and BOLD imaging preferred with real time motion detection and correction techniques.

i. Single-shot EPI based diffusion with ADC maps on console, perfusion with TTP color maps and functional imaging including processing (statistical maps) and real time fMRI studies.

j. High Angular Diffusion Tensor Imaging and Fiber Tractography with tracts overlaid on anatomical images. Atleast 32 diffusion directions required.

k. Diffusion for kidney, muscle, heart(solid organs) including whole body diffusion

l. Cardiac Morphology, anatomical, multi-slice perfusion and viability ultrafast, free-breathing examinations and functional imaging including VCG gating and 2D and 3D True Fisp,.bFFE/bTFE, 2D and 3D FIESTA and FIESTA C to be offered. Real time interactive imaging capability to be offered to be able to manipulate the scan parameters on the fly.

m. Flow Quantification for measurement of velocity in real time including cardiac flow assessment should be possible

n. Single slice, Multiple single slice, Multiple slice, Multiple stack, Radial / Spiral stack and 3D acquisitions for all applications.

o. Retrospective gating for cardiac imaging capabilities including Cine display for cardiac anatomy studies

p. Acquisition Resolution from 64 x 64 upto 1024 X 1024 matrix.

q. Artifact suppression for Respiratory, motion, moving blood etc.,

r. Fat sat, Chemsat for high quality images. Offer features to offer high quality Spine, whole spine imaging, fat suppressed large FOV body imaging including free breathing techniques,musculoskeletal and good off center imaging feasible on 1.5T.

s. MULTITASKING : During scan operators console may be used for any viewing, post processing, archiving or hardcopy

t. Proton Spectroscopy with Single as well as Multi voxel Spectroscopy including color metabolite maps on main console. Single coil for both Spectro imaging and routine neuro imaging. Prostrate, Liver and Breast spectroscopy including suitable coil to be quoted. 2D and 3D SI should be offered.

u. Fluro Triggered MRA/ Bolus Track / Care Bolus or equivalent and Smart Step/ Mobitrak or equivalent for automated lower peripheral angiography with techniques for avoiding venous enhancement should be offered. 4D CE MRA techniques like TRACS, TRICKS XV, Syngo TWIST or equivalent to be offered.

v. Techniques for bilateral sagittal breast imaging including axillary coverage with suitable coils should be offered with Parallel imaging capability (BLISS, VIBRANT XV or equivalent)

w. System should be offered with SENSE / SMASH / I-PAT Plus/ ASSET/GRAPPA or equivalent technique with up to factor 4 or better in 2D and 3D of real acquisition time reduction in all sequences. Please specify compatibility with sequences, Scan techniques and gating techniques clearly.

x. High resolution whole body Imaging for metastases screening/ CE angios in one go (single automated table movement for entire 6 ft or higher virtual z-axis FOV) without coil change or interruption in scan for T1, T2 and IR contrasts up to patient height of 6 ft at least with seamless stitching of images in one click on the main console for a single virtual FOV of whole body coronal images is preferred.

y. Motion Correction Techniques such as BLADE, Multivane, Propellor for neuro as well as other applications should be offered

z. THRIVE, LAVA XV, VIBE for multi-phasic liver studies to be offered

aa. Isotropic 3D T2 weighted imaging which can be reconstructed in any desired plane.

10. FUNCTIONAL MRI:

A fully integrated paradigm generator with MR console to be offered as standard for functional MRI. It should have minimum 30" LCD screen with 2500X1400 resolution with flexibility to be positioned at multiple places in the exam room. It should have Head phones, Button response units, corrective lenses, Computer with paradigm software, 15" touch screen display for operator, fMRI software pack for visual, motor, auditory and language. System should be compliant and compatible with all DICOM and HL7.

11)UPS cum Power Conditioner for the entire system including dry chemistry imager to be supplied to back up the system for alteast 15 mins.

12)Chiller for the cryocooler and gradient amplifiers.

13) RF Cabin with complete interiors including wall finish, flooring, false roofing, high quality room lighting, A/C ducting, Gas Pipelines and Top up Helium during handing over.

14. **MRI COMPATIBLE ANAESTHESIA WORKSTATION**

a. Should be three gas Anaesthesia workstation for use in MR environments in operating,induction and recovery rooms. It should be able to use in MRI scanner rooms with magnet of 1.5 tesla by fringe field strength of 40 mtesla or less. (40mtesla = 400 gauss)

b. Should have an integrated ventilator for infants to adults and integrated colour TFT display for airway pressures, volume and oxygen monitoring.

c. The machine should be suitable for low and minimal flow anesthesia application with compliance compensation of breathing circuit, fresh gas flow compensation/ decoupling.

d. The flow delivery should be electronic for ease of use and electronic data transfer.

e. The machine should have trolley with central brake and minimum 2 drawers with atleast one with lock.

f. The system should have minimum 45 minutes online battery backup independent of the main MRI system.

g. The manufacturer should provide compatibility certification for MRI system offered.

h. **Gas delivery system**

1. Should have pin index yokes for Oxygen and Nitrous Oxide besides separate connection for Central gas supply for Oxygen, Nitrous Oxide and Air.
2. The machine should have pressure gauges for cylinders and central supply lines mounted on front of Anaesthesia machine for better visibility. The gas connections should be noninterchangeable.
3. Automatic cutoff of N2O by Oxygen pressure failure.
4. Hypoxic guard for linear regulation of minimum oxygen concentration at 23% volume and must ensure a minimum Oxygen flow of 200 ml at low fresh gas flow settings even below total 500 ml fresh gas flow
5. Audible visual oxygen failure alarm.
6. Emergency Oxygen flush at 30 – 70 L/min bypassing the vaporizer.
7. Should have auxiliary oxygen flowmeter
8. Should have electronic settings of Air,N2O and O2, with a total fresh gas flowmeter for indication and virtual flow tubes on screen.
9. Gas delivery during power failure must be unrestricted
10. Capnometer should be included.

i. Vaporizer

1. Machine should have possibility to mount two quick mount type vaporizer for easy interchangeability, and safety.
2. Should be provided with a Temperature / pressure compensated and flow independent Vaporiser for Isoflourane and Sevoflourane.
3. Vaporizer should have extended delivery range from 0 to 6 Vol. %
4. The vaporiser design should be maintenance free.

j. Breathing System

1. Should have fresh gas de-coupled semi closed circle absorber system.
2. Should have adjustable pressure relief valve from 5 to 75 mbar.
3. Should have change over from Spontaneous to Bag ventilation with single step.

4. Should have optimised absorber canister approx 1.5 Ltr.

5. Should have an external fresh gas outlet for connecting Magill or Bain's circuit

k. Ventilator

1. Electronically controlled electrically driven ventilator should not require any driving gas

2. Should not require changing of bellows for adult and infants.

3. Modes: Volume controlled, Manual/Spont, Pressure controlled mode, Volume controlled mode,SIMV/PS and pressure support

4. Tidal Volume : 20 ~ 1400 ml

5. PEEP : 0 ~ 20 mbar

6. Breathing Frequency : 4 to 60 BPM

7. I:E Ratio : 4:1 to 1:4

8. Inspiratory pause : 0 – 50% of Ti

9. Frequency 1 to 60 1/ min, I : E = 2:1 to 1:3.

10. Should automatically compensate for Compliance of breathing system.

11. Should be able to ventilate with atmospheric air, incase of missing gases.

12. **Airway monitoring:**

Integrated colour screen monitor for electronic monitoring and display of following parameters :

i. FiO2

ii. Expiratory Tidal Volume

iii. Expiratory Minute volume

iv. PEEP, Peak and Mean and Plaetau airway pressure

v. Frequency

vi. Waveform display for Airway pressure.

13. **Alarm limits and alarms:**

i. Should have two teslameter sensors detection and should alarm independently by 40m tesla (400 gauss)

ii. Machine should have two additional sets of alarm LED´s integrated into top plate for viewing from distance

iii. Adjustable high / low limits with audio and visual alarms for the following :

Minute volume, Airway pressure (incl stenosis and disconnect),

Insp oxygen concentration, Audio power supply fail alarm, Fail to cycle warning.

14. Machine should have RS 232 connectivity port

l. Patient Monitor

1. Should be suitable for adult, paediatric neonatal patients monitoring in fixed environment.

2. Should have minimum 8 channels of waveforms with 19'' display with vertical and horizontal cursors

3. Should be capable of display of minimum 30 waveforms

4. Should have automatic graphic and tabular trending of all monitored parameters as standard

5. Should have event recall minimum up to 50 events, graphical and tabular trends, drug dose calculations, alarm logs

6. Should have Arrhythmia detection including All life threatening arrhythmias such as VTACH ,ASYST, VFIB as standard feature

7. Should have minimum ECG, respiration, NIBP, SpO2, 2 IBPs, 2 Temp., OxyCRG as standard .All other parameters should be through upgrades as pods or modules/ software.

i. ECG

1. 5 lead or 6 lead ECG cable (for dual V lead display)

2. Should be able to monitor single or two leads of ECG waveform simultaneously.

3. Should display 12 leads of ECG by connecting 6/5 ECG lead wires(Reduced lead set algorithm) as standard feature.

ii. RESPIRATION

Through impedance pneumography method for Adult, Pediatric and Neonatal patients

iii. SpO2

1. Should have option for both Nellcor as well as Masimo SET technology with respective sensors

2. Should display digital value and Plethysmograph

iv. NIBP

1. By oscillometric principle of measurement with step wise deflation.

2. Suitable for adult, pediatric , neonatal patients

3. Should display Systolic, diastolic, mean pressure in large easy to read display

4. Should have manual/ stat mode or automatic mode with adjustable time intervals from 2 – 240 minutes and adjustable alarm limits

v. Temperature: two temperature one core and second skin.

vi. **IBP:** 2 nos.

Display of systolic, diastolic and mean pressure

(8) Possibility for both wired and wireless networking

(9) Network ready for wired networking

(10) Agent Monitoring to include agent analysis, N2O, MAC value with color coding of agents.

(11) Scope of supply for patient monitor:

a. Basic unit with battery

b. 5/6 lead ECG Cable

c. SpO2 finger sensor with cable

d. Skin temperature Probe

e. Rectal / Esophegal temperature probe

f. NIBP Hose set with Adult, Pediatric and Neonatal Cuff – 2 sizes each

g. Anesthetic gas module with 100 sampling lines and 12 water traps

h. Mountings (Arms, Plates) for Monitor, power supply and modules on anesthesia unit

i. Instruction for Use

j. Clinical training should be provided

m. Scope of supply for anesthesia workstation

i. 3 gas Anesthesia machine

ii. Trolley

iii. Pin Index yokes for O2 and N2O

iv. Pipeline connections for all three gases

v. Ventilator and patient monitor

vi. Semi closed breathing system

vii. MRI compatible disposable adult and neonatal breathing circuits – 25 nos.

viii. Vaporizers for Isoflourane and Sevoflourane

ix. Central gas supply hoses (Color coded)

15) MRI Compatible Patient Trolleys: 2 Nos. to be supplied

16) MRI compatible Pressure Injector (Medrad or Tyco) to be supplied

17) Dry Chemistry Imager, with resolution of 650 DPI or more. DICOM ready and online for film size of 14"xl7" and one more additional size film, to be supplied

18) Documentation Devices:

iMac Computer with 3.1 GHz quad-core Intel Core i 7 Processor, 16 GB RAM,

1 TB HDD, keyboard, mouse, 27” monitor, Color Laser Printer. Qty. 2 each.

19) X-RAY VIEW BOX:

The View Box should be wall mounted, slim design, light-weight, with high luminous density uniform light. It should have daylight fluorescent lamps. It should have scratch-proof clear glass pane and an internal acrylic milk glass pane.

It should have sharp edge collimation of small image areas.

The X-ray view boxes should be supplied in the following sizes:

To view 8 Films of 14”x17” size : 4 Nos

To view 4 Films of 14”x17” size : 4 Nos

20) CE and US FDA certification.

TECHNICAL SPECIFICATIONS FOR WHOLE BODY MULTI SLICE CT SCANNER (MINIMUM – 64 Detector ROW & 128 SLICE CT SCANNER)

The Model offered should be high end model under current production and should be slip Ring Technology. Refurbished, Gold seal units will not be accepted. The offer should meet the specifications as follows. The specifications stated are the minimum requirement.

1. **Gantry:**

2. The CT Scanner should have low Voltage slip Rings incorporated in the Gantry.
3. The Minimum scan time for a 360 degree rotation should be less than or equal to 0.40 seconds. (400 Mill Second)
4. The gantry should have a minimum tilt of 30 degree on either side and remote tilt should be available as standard.
5. The gantry should be provided with user control panels on either side for easy positioning.
6. The sub millimeter slice @ 0.63 mm or less should be available. The system should be in a position to produce 128 Slices / Rotation.
7. The Gantry should have 3D positioning laser lights.
8. The Scan field of view (FOV) in acquisition mode should be at least from 250 mm to 500 mm with intermediates steps for scanning different anatomies.
9. Aperture should be at least 70 cm diameter.

2. X-RAY Section:

1. The X-ray Generator should be compact and inbuilt in the Gantry.
2. The System X-ray power should be at least 72 KW.
3. The MA range available should be between 20 to 600 mA or more with increments in steps of not more than 10 mA.

4. The X-ray Tube should be essentially Dual Focus with capacity of at least 7.5 MHU. Any special feature of the X-ray tube to be highlighted with literature.
5. Specify the focal spots of the X-ray tube.
6. The X-ray tube should have a cooling rate of not less than **800 KHU** per MIN.
7. The X-ray tube cooler unit should be inbuilt in the Gantry.

3. Detectors:

1. The Detector offered should be Solid state. Specify the Material.
2. The Effective Elements / Channels should be at least 650 per row. Specify the slice Selection facilities available for acquisition.
3. Specify the Fan Angle of the X-rays and the geometry the detectors should not require frequent calibration.

4. Patient able:

1. The patient table offered should have a minimum load bearing capacity of at least 200 kg.
2. The Minimum table top height should not be more than 35 cms from the floor level for easy transport of trauma patients.
3. The Floating table top width should be at least 42 cms for better comfort.
4. The range of metal free scan should be at **least 160 cms.**
5. The vertical range should be at least 55 cms (max height – min height)
6. Specify the reproducing accuracy of the table.
7. Remote UP / DOWN, FWD / BWD of the patient Couch should be standard.

5. Spiral / Helical Section:

1. The system offered should have continuous Spiral capability of at least **80** seconds. Real Time Spiral @ 8-10 f /s should be standard.
2. The range of Spiral facility in Axial Direction should be more than 100 cms.
3. The Reconstruction Time in Spiral scan should not be more than 100 milli seconds.
4. The system should have the smart Prep or equivalent facility @ ability to track Contrast medium to trigger scan using Multiple ROI should be included in the scope of supply. Real Time Monitor of the Contrast trigger Mechanism should be available.
5. **System should perform Spiral and Tilt scan at any of the chosen angles as standard in Multi slice mode.**
6. Hi Res Scan package of 0.63 mm or less should be offered as standard.
7. Multi slice CT fluoroscopy with at least 3 slice positions & Reconstruction @ 8 – 10 images / Sec should be available.

6. Computer-Section:

1. The Computer offered should be the least multi tasking Processor & a menu driven platform with a RAM size of at least 4 GB.

2. The monitor should be at least 18 inches & flat screen. Two Monitor Independent console preferred. The Twin monitor system should work on either shared or common data base.
3. The display matrix should be at least 1024 / 1024.
4. The reconstruction time for a Axial scan should not be more than 100 milli second.
5. The Hard disk capacity for both image & Raw data should be more than 500 GB.
6. It should have facility to store at least 500,000 images.
7. The system should be supported with archiving facility of DVD & CD on the main console.
8. DICOM facility to send, store, print, received, Query / Retrieve, MWM, MPPS etc should be standard.
9. PC based connectivity should be standard for easy transfer of Images & Report.

7. Image Processing section:

1. The system should have standard software like 3D volume rendering, MIP, CT Anglo, Color Anglo Display, Virtual Endoscopy, Colonoscopy, CT Neuro Perfusion, Dental scan, Prospective ECG Gated scan, Colon View should be available as standard on the system.
2. The following software should be offered as standard (MPR, ROI,VOLUME CALCULATION, CT NUMBER DISPLAY, WINDOW WIDTH, WINDOW LEVEL, TOPOGRAM DISPLAY, CINE DISPLAY, HRCT LUNG, DYNAMIC SCAN).
3. Cardiac Scan Attachment with ECG Gated Segmented Recon, Calcium score, plaque Analysis, Cardiac Function Analysis, Vessel Flythrough of the Coronaries should be included in the scope of supply in the Work Station & in the main console.
4. Automatic display of MPR Images after scan will be preferred.
5. There should be state of the Art work stations with at last 6 GB RAM, CD / DVD Archival / DICOM Viewer. Two work stations should be included in the scope of supply & it should support all the software as listed on the main console.

8. <u>Resolution:</u>

1. The system Spatial Resolution should be mentioned with parameters.
2. The low contrast resolution should not be more than 3 mm at 0.5 %. Shoulder, pelvis Artifact suppression software should be standard.
3. Noise suppression protocols to maintain LCR at low dose should be standard.
4. Special software's (Like MA Modulation in Routine & Cardiac mode) to ensure Dose efficiency should ne standard.
5. Specify the CT Dose index, Iterative dose reduction should be supplied.

9. <u>Accessories:</u>

1. Dry chemistry imager – minimum 3 sizes online & minimum 500 dpi with digital interface & control integrated with main console. Camera should print on 14" x 17 " film size.
2. Color laser printer preferably of HP or Equivalent.
3. Lead Glass of at least 3 ft by 5 ft.
4. UPS with **30 min.** back up of capacity to handle the complete CT Scanner, laser Imager, work stations, Color Printer.
5. Dual head Pressure Injector of reputed make with 100 No: Syringes & Tubings.

All compliance to the Tender should be in the form of original data sheet or Original certificate from the manufacturer. Items under work in progress will not be considered. Original printed data sheets signed by the parent company are mandatory. No photocopies / pdf documents will be accepted in lieu of the sam

- CE and US FDA and AERB certification

Bidder shall provide Workstation and operation console

2OEM view multi modality server client

TECHNICAL SPECIFICATION FOR ~~PORTABLE~~ ULTRA SONOGRAPHY MACHINE

Sr. No.	Technical Specifications of P Ultra Sonography Machine for Regional Anaesthesia and Critical Care	
1.	**General Description:-**	
	a)	The unit should be compact, sturdy, with integrated keys, knobs and buttons, Tenderer should specify weight and diamensions.
	b)	The basic system weight should not exceed 7 kg. i.e. excluding cart and accessories.
	c)	Customized trolley with system for locking the USG unit on it, should be provided for easy transportation of the machine within the hospital.
	d)	Fast booting of the system is required for point of care applications, Boot up time should not exceed 90 seconds, Specify time.
	e)	System should have open architecture and must be upgradeable through software and hardware.
	f)	Systems should be capable of being used in OT/ICU environments and capable of being completely sanitized including keyboard.
2.	**Display:-**	
	Flat, high resolution LCD(TFT) monitor of minimum 10 inches LCD which can be easy disinfected.	
3.	**Point – of – care following application:-**	
	a)	Regional Anaesthesia and Pain Management
	b)	Critical Care
	c)	Cardiology
	d)	Emergency Medicine
4.	**Scanning Format:-**	
	Curved Array, Phased array, Linear Array.	
	TEE for future upgrade	
5.	**Transducer Ports:-**	
	Ports should allow easy attachment and detachment of transducers simultaneous attachment of at least 2 probes with easy electronic switching between the probes.	
6.	**Imaging and Doppler Modes:-**	

	(a) 2D, M mode, Color Doppler, Color Power Doppler, Pulse Wave Doppler, Continuous Wave.	
7.	**Image Optimization Software:-**	
	a)	Tissue Harmonic imaging – eliminating complicated manipulation of multiple controls.
	b)	Speckle reduction Imaging - reducing speckle noise and other image artifacts while preserving and sharpening tissue information.
	c)	Multi – beam Imaging - increasing resolution of small structures and enhancing border delineation.
	d)	Software for needle visualization enhancement should be available.
	e)	Auto gain button for auto optimization of the image at one press of the key.
8.	**Control for Color Doppler:-**	
	PRF, color gain, position and size of ROI, steering of ROI, color maps and color invert.	
9.	**Controls for Pulsed Doppler:-**	
	Variable sample volume size from 1 to 5 mm or more, steer, PRF, Baseline, gain, angle correction, spectral invert.	
10.	**Controls for 2D Mode:-**	
	Total gain, depth, dynamic range.	
11.	**DICOM:-**	
	DICOM should be a standard feature to manage the stored data within the hospital and interface to PACS system for centralization reporting and printing.	
12.	**Image Management:-**	
	Compatible software to archive the stored images on personal computer via USB port or an external memory device such as flashcard / USB pen drive etc. should be provided. This will enable easy reporting and efficient data management system.	
13.	**Data management:-**	
	Internal non – volatile memory - approximately for 4 patients. Export PC/ MAC @ BMP, JPEG images to a USG device.	
14.	**Additional Features:-**	
	(a) Battery Backup:- The system should be able to operate on 100 – 240V AC / 50 Hz power and in – built battery power with minimum 30 minutes backup scan time.	
15.	**Warranty:-**	
	The System should be supplied with 3 years onsite warranty.	

16.	**CAMC:-**	
	The bidder should offer comprehensive annual maintenance contract (Including spares) for 5 years after expiry of three years warranty.	
17.	**Certifications:**	
	Model quoted and systems should be US FDA approved or possess CE quality certification. Vendor to attach the respective certificate copies.	
18.	**Training and Education:-**	
	It is mandatory for the supplier to provide extensive technical and clinical hands on training to end users as and when demanded by the department at his own cost. The supplier should depute technically competent personnel to explain and train the Anaesthetists on Sono – anatomy of nerves / vascular structure etc. After supply of the system.	
19.	**Standard Transducers:- (To be quoted separately as per item data)**	
	a)	6 – 15 MHz. 30 – 38 mm broadband linear array with scanning depth up to 6 cm. **Applications:-** Upper and Lower extremity blocks, Vascular access, Musculoskeletal and IJV's PICC etc.
	b)	2 – 5 MHz, 60R Curved array probe with scanning depth up to 30cms. **Applications:-** Access of deeper nerves like Sciatic, Spinal and Epidural blocks in Anaesthesia, focused assessment of sonography in Trauma (FAST) in emergency, Paracentesis, Thoracentesis in ICU and USG assisted fluid tapping.
	c)	6 – 15 MHz 20 – 25 mm linear array, transducer with scanning depth up to 6cm. **Applications:-** Nerve, MSK, Vascular, Venous access, superficial nerve applications in Paediatrics and Neonates.
	d)	1 – 5 MHz, 20 – 25 mm phased array transducer with scanning depth of 35cms. Applications:- 2D – Echo and Fast in ICU.
		All transducers should be broad band / multi frequency, rugged with supple flex cables.
20.	**Additional Transducers for future upgrades (to be quoted separately for future purchase):-**	
	a)	TEE probe for trans – esophageal application in Cardiac Anaesthesia,
		All transducers should be broad band / multi frequency, rugged with supple flex cables.

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TECHNICAL SPECIFICATION FOR ~~PORTABLE~~ TRANSPORTABLE ECHOCARDIOGRAPHY AND COLOUR DOPPER SYSTEM :

1. The system must be stage-of-the-art model with all digital beam former with supercomputedsignal processing and clinically proven imaging technologies.
2. System must be offered with the following applications: Adult and paediatric, 2D Transthoracic Echocardiograpy (TTE). The system should possess the capability for ~~upgradation to~~ Live 3D Echocardiography and Intracardiac Echocardiography (ICE).
3. The system should not weigh more than 8 kgs. Systems which are heavier than 8 kgs. are liable for rejection.
4. System must be offered with a minimum of 4,00,000 digital processed channels per image frame. Original technical data sheet should be enclosed in the technical bid to support the number of channels on the systems. If not mentioned, please attach a letter from manufacturer along with the technical bid clearly stating the Channels of the offered system.
5. The system must have adult cardiac transducer with either single crystal technology or pure wave of matrix technology for excellent Image quality on difficult to image patients. Technical data sheet should be enclosed in the technical bid to support the above technology used in the transducer.
6. System offered with a MINIMUM 15 inch High Resolution Integrated Flat Panel Display monitor with minimum monitor resolution of 1050 x 1400. System offered with smaller screen are liable for rejection.
7. The system must be offered with frequency compounding facility. Other equivalent Technology can also be offered. Processing technology in technical bid should be highlighted.
8. The system must be offered with 2D, M – Modem Colour M – mode, Anatomical M- mode, Colour Flow, Pulse Wave Dopper and Directional Colour Power Doppler.
9. The system must be offered with Speckle Reduction Imaging : Image processing technique to remove speckles and clutter artifacts.
10. The system must be offered with a very high dynamic range of at least 170 Db to pick up subtle echoes. Original technical data sheet should be enclosed in the technical bid to support the Dynamic range in Db. If not mentioned, please attach a letter from manufacturer along with the technical bid clearly stating the dynamic range of the offered system.
11. Frequency processing facility for the transducers should be 1 – 15 MHz. This must be available without the need for frequency switching.
12. The system must be offered with Eight-Physical slide pot control adjustment of TGC curve.
13. Triplex Imaging should be standard on the system.
14. The system must be offered with a 2D frame rate of at least 750 frames/second. Acquisition frame rate should be clearly mentioned in the technical quote. If not mentioned, pleas attach a letter from manufacturer along with the technical bid clearly stating dynamic range of the offered system, failing which the bid is liable for rejection.
15. The system must be offered with a single button control for automatic optimization and adjustment should be demonstrated to the users in Cardiology exams during technical discussions.
16. System must be offered with Enhanced Tissue Harmonic Imaging should e standard on the system. This should be based on a real – time digital signal storage and phase cancellation technique t enhance axial and Contrast resolution.
17. System must be offered with Pulsed wave Tissue Doppler Imaging (TDI) and System must be offered with Colour TDI.
18. The system should support fully automated longitudinal strain quantification with bull's eye projection.
19. The system should have minimum hard 200GB disk drive space.

20. System should have extensive image management capability including thumb nail review, Cine loop editing etc.
21. System should have facility to transfer images to an integrated CD writer, without any interfacing. Specify if integrated CD writer is available in your technical quote.
22. The machine should have an inbuilt battery backup of at least 30 minutes.
23. The system should have direct connectivity to Inkjet printer for printing images and report.
24. System must be CE & US FDA approved.
25. THE SYSTEM MUST BE QUOTED WITH THE FOLLOWING BROADBAND TRANSDUCERS

    1. 1-5 mhZ Broadband phased Array Transducer for Adult Cardiac Imaging, TCD, Ault LVO applications. Must have either single crystal technology or pure wave technology for excellent Image quality on Difficult to image patients. Must attach original technical data sheet of transducer to specify the crystal technology used in the transducer.

    2. 3-8 MHz Broadband Paediatric Echo Transducer for Paediatric and small adult Cardiology imaging. Must have Tissue Harmonic Imaging. Must have broadband technology for excellent Image quality on Difficult to image patients. Must have smaller foot print than the adult echo transducer. Must attach original technical data sheet of transducer to specify the above technology used in the transducer.

    3. 2-7 MHz Broadband Adult **3D** TEE Transducer. The probe should be of the smallest foot print with electrocautery suppressor.

GENERAL REQUIREMENTS:

The quoted equipment shall be CE certified (under MDD) along with declaration of conformity and US FDA documentary evidence to that effect shall be uploaded.

Bidders are requested to go through the CE / US FDA policy document for submission of CE and USFDA approvals as mentioned elsewhere in tender document.

Schedule 2 – Staffing Norms

Details with regard to the qualifications and minimum number of Key Personnel which the Concessionaire shall deploy at each of the Diagnostic centres are detailed below:

Table: Staff details

C T Scan , MRI ,Sonography,ECHO Cardiography Team	Supporting documents
The team for operating the MRI facility at the hospital on 24 hrs basis should have minimum a Radiologist, 2 MRI technician, 2 nurses and 2 ward boys. The eligibility criteria for each of them shall be as follows: 1. Eligibility Criteria for Radiologist: The radiologist should hold MD/DNB degree in Radiology with 3 year of experience in radiology field or the radiologist should hold Diploma in Medical Radiology with 5 years of radiology related experience. 2. Eligibility Criteria for MRI Technician: The technician should hold a Degree / Diploma in MRI technician from an Institute recognized by Paramedical Board in India. Experience as MRI technician for 2 years is required. 3. Eligibility Criteria for Nurse : The nurse should hold an ANM/GNM Diploma or BSc Degree in Nursing from an Institute recognized by Indian Nursing Council,. Experience as Nurse for 1 year is required. 4. Eligibility for Ward Boy : The ward boy should be 10^{th} / 12^{th} pass with 1 year of experience of working in a hospital or medical facility.	Relevant Certificates of education and work experience. Also mention name, designation, address and telephone number of the contact officer from whom the details can be verified.
CT scan, MRI, USG and Doppler The team operating the MRI, CT scan facility should have a separate Radiologist , 2 technicians, 2 staff	

nurses and 2 ward boys each in both the facilities round the clock since it is proposed to have this facility working round the clock. For USG and Colour Doppler, there has to be a radiologist, 2 staff nurses, 2 multipurpose workers (one male and one female) till the service is working for the day.	
2D Echo- The team operating 2D Echo should have a Cardiologist or MD Physician with experience of doing 2D Echo/non invasive Cardilogy for at least 3 years in an institute of repute , 2 staff nurses, 2 multipurpose workers (one male and one female) till the service is working for the day	

The Concessionaire shall ensure as of the Commercial Operations Date, the Radiologist(s) either has experience or has procured necessary training for operating the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment to be installed at the Diagnostic centres.

The Concessionaire shall also deploy adequate qualified Clinical and Non-clinical staff at each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre to ensure compliance with provisions of the Concession Agreement. The Clinical staff should be qualified and registered with appropriate authority, as per Industry Practices.

The Concessionaire shall be free to employ / replace qualified Clinical (including Key Personnel) and Non-Clinical staff subject to ensuring compliance with the provisions of the DCA.

Schedule 3 – Scope of Services – List of Investigations

The broad scope of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests to be provided by the Concessionaire at the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centres are as described below.

List of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests

CT Scan Test	
1.	CT Scan brain plain
2.	CT Scan other any part - plain (1 part at one time) i.e. chest, PNS, Orbit, Temporal Bone, Nec. Abdonmen, Pelvis, HR CT, Hand/ Leg etc.)
3.	CT Scan any 2 parts one time example abdonmen & pelvis , neck & thorax
4.	CT Scan contrast study any part (one or many) one time
5.	CT Scan higher function / special study (Bone Densetometry/ Dexascan/ 3D Scan/ Angiography/ Bronchography/ Enteroclysis/ Colonoscopy/ Dental CT/ CT guided Biopsy/ perfusion study/ etc.
6.	Coronary CT Scan
MRI Test	
7.	Any part MRI - plain (Brain, spine, abdomen, pelvis. hand, leg, brachial plexus, prostate etc.)
8.	Any part MRI - Contrast study
9.	MRI (Angiography / Venography)
10.	MRI plain & (Angiography / Venography)

11.	MRI Special Test , Plain MRI including spectroscopy, perfusion, CSF, Flow study, DTI imaging, stress MRI spine, MRI Enteroclysis, MRI CP, MRI Urography screening spine, screening brain
12.	MRI Special Test , Plain and contrast MRI including spectroscopy, perfusion, CSF, Flow study, DTI imaging, stress MRI spine, MRI Enteroclysis, MRI CP, MRI Urography screening spine, screening brain
13.	MRI Special Test , without Plain and contrast MRI including spectroscopy, perfusion, CSF, Flow study, DTI imaging, stress MRI spine, MRI Entero claises, MRI CP, MRI Urography screening spine, screening brain
14.	Cardiac MRI
15.	Functional MRI

USG without film
2D Echo and Colour Doppler without film.
Vascular Color Doppler without film.

No extra charges will be given for carrying out above tests.

Schedule 4 – Key Performance Indicators

The Key Performance Indicators to be measured / recorded by the Concessionaire during the Concession Period are listed below. This is an indicative list and may be amended by Authority / Monitoring Committee from time to time.

- Maximum Reporting Turnaround Time for each C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY/mammography reporting should be maintained and monitored.
- Documented timeframe for imaging processes from point of registration to discharge should be set and monitored.
- Formulate procedures for managing urgent and unexpected emergency cases. The staff should be trained on the basis of these approved procedures.
- Report instances of adverse effects to dyes, anesthesia, drugs etc and if C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Tests were effectively implemented.
- Up/Down-time for each of the equipment – monthly report on downtime
- Minimum up-time: ninety-five percent (95%) over a period of three hundred and sixty-five (365) days a year throughout the Term.
- Patient waiting time in the department for the procedure to be conducted should be monitored and instances beyond the allowable range should be reported.
- Monitor and report monthly number of emergency cases catered to and the response time for the same.
- Regular patient feedback system (by means of a feedback form, simple survey, etc.) should be followed. Random monitoring of these feedbacks will be monitored by the appropriate authority.
- Maintain and submit monthly reports as indicated in Schedule 8 – O&M Report
    - Should provide for roles, responsibilities and accountability for the control of hazardous substances and materials.
    - Defined procedures and protocols to manage and dispose waste generated (radiological and others)
    - Ensure that appropriate protective equipments to manage exposure to hazardous substances are available and maintained.
    - Documentation of Radiation safety manual containing radiation safety policies and procedures in accordance with the 'ALARA' (i.e. as low as reasonably achieved) principal.

- Regular compliance test report of all equipments at the time of installation, prior to regular patient imaging. Follow up yearly by a qualified service engineer (AERB) and report of the same to be submitted to the Hospital's RSO.

The Monitoring Committee would meet at least once in every calendar quarter to evaluate the Key Performance Indicators achieved by the Concessionaire. In case Monitoring Committee meetings do not happen as mentioned above, the authorised representative of the concerned Hospitals will have the power to measure and certify the Key Performance Indicators achieved by the Concessionaire. In addition, the authorized representative of the Monitoring Committee / Authority shall have the right to conduct random checks to–

- Check randomly selected patient registration forms
- Review of patient feedback forms or periodic survey to be conducted among the patients visiting the center
- Check Reporting Turnaround Time of the procedure during walk through rounds conducted by the appropriate authority.

The Monitoring Committee / the authorised representative of the concerned Hospitals shall submit its evaluation report to the Authority regarding the achievement of performance standards. In case the Monitoring Committee/ the authorised representative decides that the quality of services provided by the Concessionaire at the Centre(s) is not in line with Good Industry Practices, it would direct the Authority to plan corrective action(s) with the Concessionaire and implement the same to achieve desired outputs within 60 (sixty) days. In the event that (i) the Concessionaire does not implement the corrective action(s) within 60 (sixty) days of receipt of such notice, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Security Deposit for each day's delay until the fulfilment of such corrective action(s), subject to a maximum of 10% (ten percent) of the Security Deposit.

Schedule 5 - MCGM rates

The bidder will only be allowed to charge CT Scan / MRI Scan rates for all patients at the M.C.G.M. Rates mentioned as below.

(a) Rate List For MRI Studies:

1. MRI: Single Study : Rs 2500/-
2. Anatomically contiguous MRI Studies to be considered as a single study. For example, MRI Brain with TOF Angiography, MRI Abdomen with Pelvis, MRI Spine with Screening of Whole Spine and SI Joints, Maxillofacial MRI with Neck, Foot & Ankle, should be considered as one study and should be charged as a Single Study.
3. MRI Study not involving contiguous Body Parts can be charged as a separate Study. For example, MRI Brain with Pituitary and Pelvis, Shoulder MRI with Knee, etc.

(b) Rate List for CT Scan:

1. Plain CT Scan or HR CT: Single Study: Rs.1200/-.
2. Anatomically contiguous CT Studies to be considered as a single study. For example, CT Chest with Abdomen and Pelvis, CT Spine, etc, should be considered as one study and should be charged as a Single Study.
3. CT Scan not involving contiguous Body Parts can be charged as a separate Study. For example, CT Scan Brain& CT Abdomen with Pelvis, etc.

That all additional sequences such as Spectroscopy, Perfusion etc. In MRI should be provided in the same cost as per the requirements of the referring doctor.

MCGM rates for Patients may be revised based on mutual agreement between the Authority and the Concessionaire.

(c) USG Without Film- Rs. 100

(d) 2D Echo and Colour Doppler- Rs. 500

(e) Vascular Colour Doppler without film- Rs. 500.

Schedule 6 – Security Deposit Bank Guarantee

Bank Guarantee No.: Dated: _____

Issuer of Bank Guarantee:

_____(Name of the Bank)

_____

_____

(Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee:

Municipal Corporation Of Greater Mumbai

Nature of Bank Guarantee:

Unconditional and irrevocable Bank Guarantee.

Context of Bank Guarantee

Performance during Concession Period in respect of the Concession Agreement (hereinafter referred to as the "Agreement") to be executed amongst the **Municipal Corporation Of Greater Mumbai** (hereinafter referred to as the " Authority") and_____ (hereinafter referred to as the "Concessionaire") for the Development, Finance and Operate of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centres (hereinafter

referred to as the "Project"), provided however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The title of this Guarantee i.e. "Security Deposit" shall in no manner and at no stage be relied upon to adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee. The Contract of Bank Guarantee is an independent Contract between the Guarantor Bank and the Authority and is not dependent upon execution or performance of any Agreement between Authority and _____ (name of the Concessionaire).

Operative part of the Bank Guarantee:

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

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

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

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

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

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

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until completion of 60 days from the end of the Concession Period as defined in the Concession Agreement (60 days + Concession Period).

Notwithstanding anything contained herein:

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee, along with a confirmation that the official signing the Guarantee on behalf of the Bank is duly authorized to do so.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Schedule 7 – O&M Report(Tentative)

Performance of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Centre under Public Private Partnership

Report for the month _____ Year _____

Name of the Diagnostic Centre under PPP _____

Date of commencement of services _____

1) No of patients offered C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY services at the centre during the month:

a.	OPD	
b.	IPD	
c.	Emergency	

d.	Walk-ins	
	Total	

Summary of performance of the C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY centre under PPP for a month

Type of SCAN , test	**Patient source**	**Patient Volume**		
		Referral Patients		**Private Patients**
		Paid	**Free**	**Paid**
CT	OPD			
	IPD			
	Emergency			
	Walk-ins			
MRI	OPD			
	IPD			
	Emergency			
	Walk-ins			
SONOGRAPHY	OPD			
	IPD			
	Emergency			
	Walk-ins			
ECHO CARDIOGRAPHY	OPD			
	IPD			
	Emergency			
	Walk-ins			

2) **Details of number of equipment that were under repair/maintenance with a downtime of more than 1%**

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

3) Number of complaints received:

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

4) Details of service denials:

Name and contact details of the patient	Type of test	Reason for Denial of service	Actions taken

5) C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment down-time:

	Number of days in a month for which the C T SCAN ,

	MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment was down for more than 2 hours per day
Type of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment	
CT	
MRI	

6) Stock out situation:

Type of C T SCAN , MRI ,SONOGRAPHY,ECHO CARDIOGRAPHY Equipment	**Number of instances of stock out situation in a month**

7) Staff attendance for each Clinical and Non-clinical staff:

a. As per format agreed between the Concessionaire and the Authority

8) Cap on Referral Patients (to be submitted on a quarterly basis):

	C T SCAN , MRI ,SONOGRAPHY,ECHO	% Cap	C T SCAN , MRI ,SONOGRAPHY,ECHO	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
				Actual patient volume per quarter				Moving average of actual patient volume calculated as per the			

	CARDIOGRAPHY Equipment Annual Capacity		CARDIOGRAPHY Equipment Quarterly Capacity					provisions of this agreement			
CT		50%									
MRI		50%									

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

Signature of Concessionaire's Authorized Representative

(with seal and date)

Copies to be sent to:

1) The Jt. Director of Health Services, Government of Maharashtra

Schedule 8 – Vesting Certificate

(**See Clause 26.2 of Concession Agreement**)

Municipal Corporation Of Greater Mumbai (the **"Authority"**) refers to the Concession Agreement dated …….. (the **"Agreement"**) entered into between the Authority and …….. (the **"Concessionaire"**) to undertake Development, Operation and Maintenance of Diagnostic centres at various Municipal hospitals–Mumbai (the "Project") through Public-Private Partnership (the "**PPP**") on Develop, Finance and Operate.

1 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 26.1 of the Concession Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Diagnostic centres shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

2 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

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

AGREED, ACCEPTED AND SIGNED For and on behalf of CONCESSIONAIRE by:	SIGNED, SEALED AND DELIVERED For and on behalf of **Municipal Corporation Of Greater Mumbai**
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation (Address)

In the presence of:

1. 2.