

**Public Private Partnership  
Request for Proposal (RFP Document)**



**Hospital Administration Department  
Municipal Corporation of Delhi,  
E1- Block, 18th Floor, Dr SPM Civic Centre,  
J L N Marg, New Delhi – 110002.**

**Request for Proposal**  
**For Providing Laboratory Services**  
**At**  
**Various Health units of**  
**Municipal Corporation of Delhi**

## Glossary

**Affected Party:** Party/s affected by force majeure event.

**Agreement:** Contract that includes all recitals annexure and attachments

**Applicable Law:** All Laws as may be in force that effect agreement

**Applicable Permits:** All clearances, license, NOC exemption etc

**Appointed Date:** Date of execution of agreement.

**Associate:** A person who controls, or under common control

**Authorization period:** Period for which authorization is granted

**Authorization:** Rights granted by authority

**Authority:** Municipal Corporation of Delhi

**Beneficiaries (Municipal):** All patients visiting the health units under MCD including the Municipal Employees & pensioners.

**Bid Due Date:** Date of submission of Bids

**Bid Security:** An amount, Bidder (refundable) is required to deposit with Bid

**Bid Stage:** After Qualification stage, second stage of Bidding Process.

**Bid(s):** Technical and Financial offers

**Bidders:** Applicants or their successors, member of consortium whosubmits Bids

**Bidding Documents:** Bids received in pursuant with RFP, collectively called

**Bidding Process:** Two stage of Bidding process, - collectively referred as Bidding Process

**Business Day:** Day of normal Banking business or transaction

**Charter Documents:** MOA and Articles of Associations

**Compliance Date:** Date of commencement of authorization period

**Concession:** Scope of the Contractors' services and obligations

**Concession Agreement:** Agreement entered between selected Bidder & Authority as per T & C

**Concessionaire:** Selected Bidder who undertakes the concession agreement

**Conflict of Interest:** Conflict of Interest that affects Bidding process

**Corporation:** Municipal Corporation of Delhi

**Corrupt Practice:** Offering, giving, receiving or soliciting directly or indirectly to influence action of any person connected with Bidding process.

**Cure Period:** Period specified in agreement for curing breach

**Damages:** Genuine pre-estimated loss and damages likely to be suffered & incurred by

the authority *inter-alia* time, cost & effort

**Demand Draft:** D.D issued by a scheduled Bank in favor of the authority payable in Delhi

**Diagnostic Lab:** Laboratory Center to be managed operated and maintained

**Developer:** Contractor

**Encumbrances:** Legal entangles like Mortgage, change, pledge, lien, hypothecation etc.

**End Date:** Date immediately following date of expiry or termination of agreement

**Equipments:** Refer to all instrument appliances etc.

**Expiry:** Expiry of authorizations

**Financial Year:** 1<sup>st</sup> April of given year to 31<sup>st</sup> March of succeeding year

**Force Majeure:** Events, Conditions falling under the category of Force Majeure.

**Good Industry Practice:** Refers to all Medical/Laboratory practice Method, Technique, Skill etc

**Government:** Government of GNCTD

**Grant:** Financial Grant required, if any by Bidder

**Highest Bidder:** Bidder who offers the highest premium/discount

**Lab. Charges:** All amount charges billed by Contractor

**Lab. Services:** All medical diagnostic procedures as applicable to Diagnostic Lab

**LOA:** Letter of Award

**Material Breach:** Breach by either party of any of its obligation in the agreement

**Medical Waste:** Bio medical Waste

**Member:** Member of a Consortium

**Monitoring Agencies:** Quality Control Unit, Review Committee, Expert

**NABH:** National Accreditation Board for Hospitals

**NABL:** National Accreditation Board for Laboratories

**Net Worth:** For Company = (Subscribed and paid-up Equity +Reserves) – (Revaluation reserves + Miscellaneous Expenditure not written off); for partnership firm= Aggregate of Partners’ Capital Account + Reserves-Aggregate of drawings by partners – Aggregate of advances to partners. **(It should be minimum 25% of Project Cost.)**

**Parties** Public as well as Private Partner

**Pathology service:** Pathological tests as part of various medical diagnostic test/procedures available at Laboratory collection centre

**PPP:** Public Private Partnership

**Premises:** Identified area in health facility licensed to Contractor

**Premium:** Offer to pay the Authority as share of revenue

**Private Patients:** All persons other than beneficiaries receiving treatment

**Project:** Provision of Laboratory Collection center services at identified centre in the present PPP Project

**Project Agreement:** Collectively: - A - Agreement, B - Charter Document etc.

**Project Assets:** All tangible and intangible Assets forming part of project

**Project Facilities:** Laboratory facility

**PUHC:** Primary Urban Health Center

**Qualification Stage:** First stage where pre-qualification of parties are checked as per RFQ.

**Quality Control Unit:** Monitoring Units

**Re. or Rs. or INR:** Currency of India /Indian Rupee

**Review Committee:** High level Committee for monitoring and review

**RFP:** Request for Proposal

**RFQ:** Request for Qualification

**Scheduled Hours:** Working Hours of the health facility on all working days & (24X7) in Hospitals functioning round the clock

**Selected Bidder:** Qualified Bidder offering highest Discount on NABL/NABH (CGHS/AIIMS Delhi rates)

**Termination Date:** Date on which agreement expires

**Termination Notice:** Communications issued as per agreement by one party to another for termination of the agreement.

**Termination:** Termination due to expiry or early termination following termination notice

**Turnover:** Total Gross sales of the Company are its Goods or Services (**Should be minimum 50% of Project Cost**)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed there to here in above. The words and expressions beginning with capital letters and not defined herein, but defined in the RFP, shall unless repugnant to the context, have the meaning ascribed there to there in.

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## **“REQUEST FOR PROPOSAL”**

### **SETTING-UP AND RUNNING OF LABORATORY SERVICES THROUGH COLLECTION CENTRE ON PPP MODE.**

#### **1. Introduction:**

Municipal Corporation of Delhi, hereinafter called the “Corporation”, is committed to provide quality Healthcare including Laboratory Services to the citizens as part of its obligatory function. The Municipal Health Facilities mainly cater to people from lower economic sections of the society that too, mostly unorganized sectors. A sizeable amount of money is spent by these patients on Lab tests before commencement of proper treatment. MCD intends to provide affordable and accessible quality treatment for all sections of general public including Mpl Health Scheme beneficiary, Mpl. Employees & Mpl Councillors etc. In order to achieve this goal, MCD invites Private Sector participation for providing NABH/NABL accredited Laboratory services under PPP Mode. The Corporation has decided to seek partnerships with Private sector, hereinafter called the “Contractor”, in providing Quality Laboratory Facilities at the selected Health Facilities of MCD. Therefore MCD intends to invite RFP (Request for Proposal) from eligible bidders who offer to establish collection center for Laboratory Investigations at the selected Health facilities of MCD (divided into three clusters) for a period of 05 years from the date of signing of actual MoU. **The estimated annual value of the tender is Rs.1,22,84,832/-.**

#### **2. Proposal:**

To finalize Rate Contract for providing NABH/NABL accredited Laboratory services by setting up collection centre under PPP Mode at selected Health facilities of MCD for benefit of all sections of general public, including Mpl. Employees, Municipal Pensioners, members of Mpl Pensioner Health Scheme beneficiary & Mpl Councillors, for a period of 05 years from the date of signing of actual MoU. The total of 60 centres for establishing Lab Collection centre are divided into three clusters as under:

**Cluster-1 comprising of (28 Centers)**

**Cluster-2 comprising of (17 Centers)**

**Cluster-3 comprising of (15 Centers)**



In order to dissuade monopoly of single firm selection in all of the 3 clusters, it is intended to award the each cluster namely 1, 2 & 3 to different H1 bidder. The bids will be rated as H1, H2, and H3 and so on, on the basis of Discount offered over and above mandatory discount of 20%.

The H1 being the Highest discount offered among all bids, H2 being next lower than H1 and so on.

The Award of contract shall be undertaken strictly in the following order i.e. Cluster-1 will be awarded First followed by Cluster-2 and Cluster-3 at the end.

**Note:** The intent of the department is to award contract to different bidder for each cluster and best discount discovery for establishing Lab collection centres. However, in order to finalize the tender in public interest the H1 bidder, already awarded the cluster once can be awarded remaining clusters (subject to being H1 in respective clusters) only after exhausting all the efforts to identify separate bidders for each cluster of Lab Collection centre.

The details of total of 60 centres for establishing Lab Collection centre is as under:

<b>Cluster-1 comprising of 28 Centers:</b>			
<b>S.No.</b>	<b>Zone</b>	<b>Name of Institutions</b>	<b>Address</b>
1	CITY SP	PUHC Vivekanand Puri	Padam Nagar Delhi - 110007
2	CITY SP	PUHC Baba Ambedkar Sadar Bazar	Sadar Bazar, Sadar Thana Road Delhi-110006
3	CITY SP	Hindu Rao Hospital	Malka Ganj, Delhi - 110007
4	CITY SP	Kasturba Hospital	Darya Ganj, Delhi - 110002
5	CITY SP	Girdhari Lal Maternity Hospital	Kamla Market, Delhi - 110002
6	CITY SP	PUHC Bara Hindu Rao	Bara Hindu Rao near opp. Grudwara Azad market.
7	CITY SP	PUHC Lahori Gate	Lahori Gate Chowk
8	KAROL BAGH	PUHC Ramesh Nagar	Near Chacha Nehru Park New Delhi- 110015
9	KAROL BAGH	Bhagwan Mahavir PUHC	52 Block, Rajinder Nagar New Delhi- 110015
10	KAROL BAGH	Pahar Ganj Dispensary	Pahar Ganj, D.B. Gupta Road, Delhi
11	KAROL BAGH	PUHC Narayana	Wz-119 Near Mata Mandir Village Narayana Delhi.
12	KESHAVPURAM	Haiderpur MH	Inside Aurvedic Disp. Haiderpur village delhi 83
13	KESHAVPURAM	PUHC Rani Bagh	Near Community center Sant Nagar Road Shakurbasti, Rani Bagh Delhi -34
14	KESHAVPURAM	PUHC Paschim Vihar	Village Jwalaheri, Pashim Vihar Behind Lakshmi Narayan Mandir, Delhi-110063
15	KESHAVPURAM	Indra Gandhi Polyclinic	Ring Road Shakur pur Near Britania Chowk Shakur pur Delhi-110034
16	KESHAVPURAM	Atma Ram Gupta Polyclinic	Onkar Nagar, Tri nagar Delhi

17	KESHAVPURAM	Nimri Polyclinic	Ashok Vihar Delhi – 52
18	KESHAVPURAM	Azadpur Dispensary	D-56 MCD Colony Azad Pur Delhi 110033
19	NARELA	Shahbad Dualtpur MH	Behind Arya Samaj Mandir Shahbad Dulatpur Delhi- 42
20	NARELA	PUHC Karala	Karala, Delhi - 110081
21	NARELA	PUHC Narela	Lampur Road Narela Delhi-110040
22	NARELA	PUHC Alipur	Near D.M (North) office, G.T.Road, Alipur, Delhi-110036
23	NARELA	PUHC Bawana	Near SBI Bank, Main Narela Road Delhi-110039
24	NARELA	Dr. S.S.V Polyclinic, Ram Roop Health Center kanjhawala	Village Kanjhawala Delhi-110081
25	ROHINI	Jwalapuri Maternity Home	R Block No.05 Jwalapuri, Delhi
26	ROHINI	PUHC Rohini Sector-07	D-16, Lala Hans Raj Gupta Health Complex, Sector-7 Rohini, Delhi -110085.
27	ROHINI	M&CW Buddh Vihar	M&CW Centre MCD Buddh Vihar (Puth kalan) near MCD Pooth Kalan pry. School Delhi.
28	ROHINI	Nangloi Polyclinic	Naresh Park, Saini Mohalla, Nangloi Delhi-41

**Cluster-2 comprising of 17 Centers:**

S.No.	Zone	Name of Institutions	Address	Remarks
1	CENTRAL	PUHC Tughlakabad	Master Colony, Tughlakabad village, Delhi-110044	
2	CENTRAL	PUHC Jungpura	Hospital Road,Jungpura,Near Church, New Delhi-14	
3	CENTRAL	Lajpat Nagar colony Hospital	Lajpat Nagar, New Delhi-110024	These Centre will be added to the above list on or before 19.11.2024 but not earlier than 06 months from Award of Contract
4	CENTRAL	Badar Pur Polyclinic	Badar Pur, Delhi-110044	
5	CENTRAL	PSMS Hospital Kalkaji	Kalkaji, near Nehru place, Delhi-110019	
6	CENTRAL	Maternity home Srinivas Puri	Srinivas Puri, Delhi-110065	
7	SOUTH	PUHC Munirka	Munirka village opposite DDA sports complex, Behind Baba Gang Nath Mandir, Delhi-110067	
8	SOUTH	PUHC Tigri/Devli	M&CW Center, Tigri, ND-62, Behind Hanuman Mandir, D-Block, Tigri	
9	SOUTH	Madangir Dispensary	Mandangir Village	
10	SOUTH	Masjid Moth Polyclinic	Village Masjid Moth, New Delhi-110048	
11	SOUTH	PHC Fatehpur Beri	Fatehpur Beri, Delhi-110074	These Centre will be added to the above list on or before 19.11.2024 but not earlier than 06 months from Award of Contract
12	SOUTH	Polyclinic Mehrauli	Mehrauli, Delhi-110030	
13	WEST	Mata Gujri Hospital Tilak Nagar	Tilak Nagar, Delhi-110018	
14	WEST	Maharaja Agrasen Polyclinic, H block Uttam Nagar	Uttam Nagar, Delhi- 110059	

15	NAJAFGARH	Bijwasan polyclinic cum chest clinic	Bijwasan, Delhi-110061	
16	NAJAFGARH	Gumenhera Polyclinic	Gumenhera, Delhi-110073	
17	NAJAFGARH	M&CW Mansa Ram Park	PUHC Mansa Ram Park JJ Colony Sector-3 Dwarka.	

<b>Cluster-3 comprising of 15 Centers:</b>				
<b>S.No.</b>	<b>Zone</b>	<b>Name of Institutions</b>	<b>Address</b>	
1	CIVIL LINE	S.S.V Burari Polyclinic	S.S.V Burari Polyclinic, Jharoda Burari Delhi-84	
2	CIVIL LINE	Balak Ram Hospital	Balak Ram Hospital, Timarpur Delhi-110054	
3	CIVIL LINE	Rajan Babu T.B. Hospital & Associated MVID Hospital	Rajan Babu T.B. Hospital & Associated MVID Hospital, GTB Nagar Delhi - 110009	
4	CIVIL LINE	Badli Dispensary	Badli Allopathic Dispensary MCD colony Samaya Pur Delhi	
5	CIVIL LINE	GTB Hudson Lane PolyClinic	Guru Teg Bahadur polyclinic, GTB Nagar.	
6	CIVIL LINE	M&CW Jahangirpuri- A & B Block	'B' Block Mangal Bazar Road.	
7	CIVIL LINE	M&CW Sabji Mandi	M&CW Centre MCD, 923 Main Bazar Sabji Mandi.	
8	SHAHDARA NORTH	Yamuna Vihar Mty. Home	B-2 block Yamuna Vihar, Delhi -110053	
9	SHAHDARA NORTH	Swami Dayanand Hospital (SDNH)	Dilshad Garden.	
10	SHAHDARA NORTH	Veer Savarkar Arogya Sansthan	Karawal Nagar (a satellite unit of SDNH)	
11	SHAHDARA NORTH	Maternity Home Welcome Seelampur	JB-6, Block near New R D Public School, New Seelampur.	
12	SHAHDARA SOUTH	Patparganj Mty. Home	Mty. Home Patparganj, Opp. Pandav Nagar Delhi	
13	SHAHDARA SOUTH	Shahdara Polyclinic	Chhota Bazar, Shahdara.	
14	SHAHDARA SOUTH	PUHC Geeta Colony	Geeta Colony Delhi	
15	SHAHDARA SOUTH	PUHC Krishna Nagar	Near MCD Primary School Krishna Nagar.	

**Note:** Competent authority reserves the right to increase or decrease the number of centers in either or each of the three groups by up to 25% as per requirement of MCD during the validity period of contract. Bidders are bound to accept the same unconditionally

The entire process of tendering will be done through e-tendering. The bidder is responsible for registration on the E-procurement portal of Govt. of India i.e. <https://etender.gov.in/app> at their own cost. The bidders are advised to go through the e-procurement guidelines/Video tutorials and instructions, as provided on the e-procurement website. The Prescribed tender forms along with terms and conditions of Request for proposal (RFP) can be downloaded from e-Tendering portal i.e. <https://etender.gov.in/eprocure/app> and from link on tender section of MCD website i.e. <https://mcdonline.nic.in> free of cost. Firms desirous of participating shall have to deposit Rs.1500/- through online e-payment mode as RFP fee.

Tenders will be opened online as per schedule. Any other information regarding tender can be obtained from office of CMO (Project), MCD, E- 1 Block, 18th Floor, Dr SPM Civic Centre, J L N Marg, New Delhi – 110002. For better participation of vendors and ensuring transparency, pre-bid meeting (as per schedule) will be held. All interested bidders will have to submit their issues through letter or email (i.e. [cmoprojectmcd@gmail.com](mailto:cmoprojectmcd@gmail.com)) at least 02 days prior to pre-bid meeting date. Taking into consideration the issues raised in the said pre-bid meeting, the decisions/clarifications will be communicated through <https://etender.gov.in/eprocure/app> and from link on tender section of MCD website i.e. <https://mcdonline.nic.in> as addendum for use and compliance by all interested bidders. The outcome of the above pre-bid meeting will be treated as addendum for the instant tender. MCD may issue separate addendum(s)/corrigendum(s) at any time before the closing time of tender. In such case, the addendum(s)/corrigendum(s) shall be issued and downloaded from <https://etender.gov.in/eprocure/app> and the link on tender section of MCD website i.e. <https://mcdonline.nic.in>. The bidders who have downloaded the Tender documents from website must visit the website often and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective bidders to check the website for any such corrigendum/addendum till the time of tender closing and to ensure that the bid submitted by them is in accordance with all the corrigendum(s)/addendum(s) associated with the instant tender.

### **3. Executive Summary:**

**3.1 Name of project:** Setting of Laboratory Services through collection centre on PPP Mode.

**3.2 Validity of the Bids:** 180 days from the date of bid publication.

**3.3 Location of Lab collection Services:** Identified places/Health Facilities, where Lab collection is to be established. (Refer to the tables in para 2, Proposal, above).

**3.4 Type of PPP:** Establish facility by way of “Establishing collection center for Laboratory Investigations services for patients”

**3.5 Brief Description:** Laboratory services to be run from MCD Health units by setting up of Collection center for Laboratory services.

**3.6 Present Status of infrastructure:** As is where is basis.

**3.7 Capital Project Cost for MCD:** Cost of the Land and already constructed Building/Infrastructure, fixtures and fittings (Electrical & Civil) of MCD Health units will be utilized. However, if any modification and/or addition in infrastructure of setting up of collection center is required, it will have to be

done by the Contractor at his own cost, after obtaining prior approval of MCD; but no major structural changes are admissible.

**3.8 Equipment and recurring Cost:** Cost of procurement of all Equipments including accessories, consumables and running cost to be borne by Contractor.

**3.9 Human Resource:** Contractor shall be responsible for hiring/recruiting/appointing qualified human resource and payment of salaries to them.

**3.10 Electricity Charge:** Will be borne by the MCD as for existing health Facility.

**3.11 Water Charge:** Will be borne by the MCD as for existing health Facility.

#### 4. Selection Process:

4.1. A two-bid process comprising of evaluation of Technical & Financial Bids will be followed for selection of suitable contractors for providing NABH/NABL accredited Laboratory services through establishing Lab collection centre at selected Health facilities of MCD. All interested firms/Agencies/Labs that meet the eligibility criteria may apply. The bidders will be allowed to participate on the basis of the pre-determined Technical & Financial criteria in the RFP.

The Financial bids will be rated as H1, H2, H3 and so on, on the basis of decreasing order of Discount offered over and above the mandatory discount of 20%. The H1 being the Highest discount offered among all bids, H2 being next lower than H1 and so on.

The Award of contract shall be undertaken in following order strictly i.e. Cluster 1 will be awarded First followed by Cluster 2 and Cluster 3 at the end. The Flow pattern of award of contract will be as under:

##### **A. Award of Cluster number-1**

The H1 Bidder of the cluster-1 will be the successful bidder of Cluster-1 for Award of contract.

**Note#1:** The H1 successful Bidder will not be considered for award of contract of the other two clusters irrespective of the status of successful bid (H1/H2/H3 or any whatsoever in Cluster-2 or Cluster-3 respectively).

##### **B. Award of Cluster number-2 (Shall be undertaken only after award of Cluster-1)**

The H1 bid (Highest Discount) of cluster-2 shall be the benchmark discount for award

of the Cluster-2. The H1 bidder if not already awarded Cluster-1 will be the successful bidder of the cluster-2. However, in case the H1 bid of cluster-2 is found to be made by the successful bidder awarded Cluster-1 then it will not be considered for award of cluster-2, then the H2 bidder of Cluster-2 will be asked to match the H1 bid (Benchmark Discount). If H2 bidder agrees to match the H1 bid then the Cluster-2 will be awarded to the H2 bidder. In case of declining the above offer, the H3 bidder shall be asked next, to match the H1 bid (Benchmark Discount) of cluster-2. If the H3 bidder agrees to match H1 bid (Benchmark Discount) then the Cluster 2 will be awarded to this bidder. In case of declining the above offer, the H-4 bidder shall be asked subsequently to match the H1 bid (Benchmark Discount) of cluster-2 and so on. The above mentioned exercise shall continue till all the technically and financially qualified bidders of Cluster-2 decline to match the H1 bid (Benchmark Discount) or successful award of the contract whichever is earlier.

**Note#1:** *The successful bidder of Cluster 1 & 2 will not be considered for award of contract of Cluster-3.*

**Note#2:** *In case, the above exercise of selecting a separate successful bidder willing to match the H1 bid (Benchmark Discount) of cluster-2 remain inconclusive then MCD shall reserve the right to award the Cluster-2 also to the original H-1 bidder.*

**C.Award of Cluster number 3 (Shall be undertaken only after award of Cluster-2)**

The H1 bid (Highest Discount) of cluster-3 shall be the benchmark discount for award of the Cluster-3. The H1 bidder if not awarded Cluster-1 or 2 already will be the successful bidder of the cluster number-3. However, in case the, H1 bid of cluster-3 is found to be made by any of the successful bidders awarded Cluster 1 or 2 who are not to be considered for award of Cluster -3 then the next technically and financially eligible bidder i.e. in order of decreasing trend of quoted Discounts will be asked to match the H1 bid (Benchmark Discount) of Cluster-3. If the invited eligible bidder agrees then the Cluster-3 will be awarded to this bidder. In case of denial of the offer, the next eligible bidder in line shall be asked to match the H1 bid (Benchmark Discount) of cluster-3. If this bidder agrees to match the H1 bid (Benchmark Discount) then the Cluster-3 will be awarded to the agreeing bidder. However, in case of declining of the above offer, the next eligible bidder in line shall be asked to match the H1 bid (Benchmark Discount) of cluster-3 and so on. The above exercise shall go on till all the technically and financially qualified bidders of Cluster 3 decline to match the H1 bid (Discount) or successful award of the contract whichever is earlier.

**Note#1:** *In case, the above exercise of selecting a separate successful bidder willing*

to match the H1 bid (Benchmark Discount) for Cluster number-3 remain inconclusive then MCD shall reserve the right to award the Cluster-3 also to the original H-1 bidder.

4.2. **The Financial proposal** of only technically qualified firms/Agencies/Labs shall be taken up for financial evaluation. The Financial evaluation will be based on the percentage of discount offered on NABH/NABL accredited rate of tests in CGHS Delhi rate list and if not available in CGHS Delhi rate list, then AIIMS Delhi Rate list. However, the Bidders will have to offer minimum mandatory discount of 20% on CGHS/AIIMS Delhi rates to qualify in Financial Bid.

4.3. **Note-1:** Separate MoUs shall be signed with successful H1 bidder(s) as the case may be.

**Note-2:** MCD reserves the right to reject any or all the tenders without assigning any reason thereof.

**Note-3: Forfeiture of EMD:** In case the bidder withdraws from the tender process or fails to sign the agreement after being declared H1 shall be liable for forfeiture of EMD by Municipal Corporation of Delhi.

#### 5. Detailed Cluster wise list is as under:

Cluster-1 of 28 Centers:			
S.No.	Zone	Name of Institutions	Address
1	CITY SP	PUHC Vivekanand Puri	Padam Nagar Delhi - 110007
2	CITY SP	PUHC Baba Ambedkar Sadar Bazar	Sadar Bazar, Sadar Thana Road Delhi-110006
3	CITY SP	Hindu Rao Hospital	Malka Ganj, Delhi - 110007
4	CITY SP	Kasturba Hospital	Darya Ganj, Delhi - 110002
5	CITY SP	Girdhari Lal Maternity Hospital	Kamla Market, Delhi - 110002
6	CITY SP	PUHC Bara Hindu Rao	Bara Hindu Rao near opp. Gurudwara Azad market.
7	CITY SP	PUHC Lahori Gate	Lahori Gate Chowk
8	KAROL BAGH	PUHC Ramesh Nagar	Near Chacha Nehru Park New Delhi- 110015
9	KAROL BAGH	Bhagwan Mahavir PUHC	52 Block, Rajinder Nagar New Delhi- 110015
10	KAROL BAGH	Pahar Ganj Dispensary	Pahar Ganj, D.B. Gupta Road, Delhi
11	KAROL BAGH	PUHC Narayana	Wz-119 Near Mata Mandir Village Narayana Delhi.
12	KESHAVPURAM	Haiderpur MH	Inside Aurvedic Disp. Haiderpur village delhi 83
13	KESHAVPURAM	PUHC Rani Bagh	Near Community center Sant Nagar Road Shakurbasti, Rani Bagh Delhi -34
14	KESHAVPURAM	PUHC Paschim Vihar	Village Jwalaheri, Pashim Vihar Behind Lakshmi Narayan Mandir, Delhi-110063
15	KESHAVPURAM	Indra Gandhi Polyclinic	Ring Road Shakur pur Near Britania Chowk Shakur pur Delhi-110034
16	KESHAVPURAM	Atma Ram Gupta Polyclinic	Onkar Nagar, Tri nagar Delhi
17	KESHAVPURAM	Nimri Polyclinic	Ashok Vihar Delhi - 52

18	KESHAVPURAM	Azadpur Dispensary	D-56 MCD Colony Azad Pur Delhi 110033
19	NARELA	Shahbad Dualpur MH	Behind Arya Samaj Mandir Shahbad Dulatpur Delhi-42
20	NARELA	PUHC Karala	Karala, Delhi - 110081
21	NARELA	PUHC Narela	Lampur Road Narela Delhi-110040
22	NARELA	PUHC Alipur	Near D.M (North) office, G.T.Road, Alipur, Delhi-110036
23	NARELA	PUHC Bawana	Near SBI Bank, Main Narela Road Delhi-110039
24	NARELA	Dr. S.S.V Polyclinic, Ram Roop Health Center kanjhawala	Village Kanjhawala Delhi-110081
25	ROHINI	Jwalapuri Maternity Home	R Block No.05 Jwalapuri, Delhi
26	ROHINI	PUHC Rohini Sector-07	D-16, Lala Hans Raj Gupta Health Complex, Sector-7 Rohini, Delhi -110085.
27	ROHINI	M&CW Buddh Vihar	M&CW Centre MCD Buddh Vihar (Puth kalan) near MCD Pooth Kalan pry. School Delhi.
28	ROHINI	Nangloi Polyclinic	Naresh Park, Saini Mohalla, Nangloi Delhi-41

Cluster-2 of 17 Centers:				
S.No.	Zone	Name of Institutions	Address	Remarks
1	CENTRAL	PUHC Tughlakabad	Master Colony, Tughlakabad village, Delhi-110044	
2	CENTRAL	PUHC Jungpura	Hospital Road,Jungpura,Near Church, New Delhi-14	
3	CENTRAL	Lajpat Nagar colony Hospital	Lajpat Nagar, New Delhi-110024	These Centre will be added to the above list on or before 19.11.2024 but not earlier than 06 months from Award of Contract
4	CENTRAL	Badar Pur Polyclinic	Badar Pur, Delhi-110044	
5	CENTRAL	PSMS Hospital Kalkaji	Kalkaji, near Nehru place, Delhi-110019	
6	CENTRAL	Maternity home Srinivas Puri	Srinivas Puri, Delhi-110065	
7	SOUTH	PUHC Munirka	Munirka village opposite DDA sports complex, Behind Baba Gang Nath Mandir, Delhi-110067	
8	SOUTH	PUHC Tigri/Devli	M&CW Center, Tigri, ND-62, Behind Hanuman Mandir, D-Block, Tigri	
9	SOUTH	Madangir Dispensary	Mandangir Village	
10	SOUTH	Masjid Moth Polyclinic	Village Masjid Moth, New Delhi-110048	
11	SOUTH	PHC Fatehpur Beri	Fatehpur Beri, Delhi-110074	These Centre will be added to the above list on or before 19.11.2024 but not earlier than 06 months from Award of Contract
12	SOUTH	Polyclinic Mehrauli	Mehrauli, Delhi-110030	
13	WEST	Mata Gujri Hospital Tilak Nagar	Tilak Nagar, Delhi-110018	
14	WEST	Maharaja Agrasen Polyclinic, H block Uttam Nagar	Uttam Nagar, Delhi- 110059	
15	NAJAFGARH	Bijwasan polyclinic cum chest clinic	Bijwasan, Delhi-110061	
16	NAJAFGARH	Gumenhera Polyclinic	Gumenhera, Delhi-110073	
17	NAJAFGARH	M&CW Mansa Ram Park	PUHC Mansa Ram Park JJ Colony Sector-3 Dwarka.	

Cluster-3 of 15 Centers:				



S.No.	Zone	Name of Institutions	Address
1	CIVIL LINE	S.S.V Burari Polyclinic	S.S.V Burari Polyclinic, Jharoda Burari Delhi-84
2	CIVIL LINE	Balak Ram Hospital	Balak Ram Hospital, Timarpur Delhi-110054
3	CIVIL LINE	Rajan Babu T.B. Hospital & Associated MVID Hospital	Rajan Babu T.B. Hospital & Associated MVID Hospital, GTB Nagar Delhi - 110009
4	CIVIL LINE	Badli Dispensary	Badli Allopathic Dispensary MCD colony Samaya Pur Delhi
5	CIVIL LINE	GTB Hudson Lane PolyClinic	Guru Teg Bahadur polyclinic, GTB Nagar.
6	CIVIL LINE	M&CW Jahangirpuri- A & B Block	'B' Block Mangal Bazar Road.
7	CIVIL LINE	M&CW Sabji Mandi	M&CW Centre MCD, 923 Main Bazar Sabji Mandi.
8	SHAHDARA NORTH	Yamuna Vihar Mty. Home	B-2 block Yamuna Vihar, Delhi -110053
9	SHAHDARA NORTH	Swami Dayanand Hospital (SDNH)	Dilshad Garden.
10	SHAHDARA NORTH	Veer Savarkar Arogya Sansthan	Karawal Nagar (a satellite unit of SDNH)
11	SHAHDARA NORTH	Maternity Home Welcome Seelampur	JB-6, Block near New R D Public School, New Seelampur.
12	SHAHDARA SOUTH	Patparganj Mty. Home	Mty. Home Patparganj, Opp. Pandav Nagar Delhi
13	SHAHDARA SOUTH	Shahdara Polyclinic	Chhota Bazar, Shahdara.
14	SHAHDARA SOUTH	PUHC Geeta Colony	Geeta Colony Delhi
15	SHAHDARA SOUTH	PUHC Krishna Nagar	Near MCD Primary School Krishna Nagar.

6. **Intention:**

To provide Laboratory Facilities to all the patients visiting the health facility of MCD within the scope of its own existing infrastructure through Public Private Partnership (PPP) by establishing “Collection Center for “Laboratory Services” at aforesaid selected health facilities/hospitals. (The private partner henceforth would be referred to as ‘Contractor’.)

**Responsibility of Contractor:**

The Contractor shall establish, equip and operate Laboratory Collection Center at awarded Cluster of the centers listed in this RFP during validity of the contract period and provide the man & material to operate at his own cost. This will be in the specified space in the hospital/health facility building which will be provided by the public partner i.e. MCD. Details of essential furniture, equipments & Manpower for a model Lab Collection center is as:

**Essential:**

- One Table.
- Two chair.
- Colour coded Biomedical waste Bins, Sharp collection bins.
- One patient couch with stepping stool
- One Centrifuge Machine.
- Ice-Box for sample storage after collection.

**Desirables at Collection centres with 24x7 facility**

- Computer, printer & Peripherals for printing Reports etc.
- Small almirah for record keeping, Stationery etc.
- Refrigerator for sample storage for extended Hrs.
- Telephone/Internet connection

**Manpower Qualification of Lab Collection centre staff/Phlebotomist**

- Qualified Medical Laboratory Technician (MLT) with prior 01 year of experience in a laboratory or similar facility.

**6.1** The Contractor is expected to provide Lab Investigations services to all patients as per advice of the Medical Officer/s, Specialist/s of MCD during scheduled hours.

**6.2** The Contractor will have the responsibility to procure, maintain and operate all the equipments and other required medical and non medical items for these services.

**6.3** The Contractor shall procure all consumables.

**6.4** The Contractor shall honor the referral letter issued by any other facility of MCD not limited to the centers as listed in RFP where Laboratory collection centers are under operation.

**6.5** The Contractor will not charge any money from the BPL card holder Patients & unidentified/unknown causality patient requiring urgent investigation (availing both OPD & IPD Services), to the extent of 25% of previous month's cumulative business of patients at the respective centre. Only Patients holding the valid BPL Card will be eligible for availing the benefit of free service.

**6.6** It shall be mandatory for the Contractor to send a monthly report online to the Medical superintendent/Resident Medical superintendent or Chief Administrative Medical Officer (CAMO) of the concerned zone with respect to the details of the cases - Number of Public Beneficiary, Municipal Beneficiary with their dependents & BPL Card Holder Patients & unidentified/unknown

causality patient catered to by the Collection centre.

**6.7** Maintenance of record of all the beneficiary patients catered by the Contractor including free patients and the same shall be produced as & when required

### **Responsibility of MCD**

The MCD will be the public partner of the project and will ensure that the Contractor charges as per discounted NABH/NABL accredited CGHS Delhi rates and if not available in CGHS Delhi rate list, then AIIMS Delhi rate list; BPL patients having valid BPL card in possession & unidentified/unknown causality patient requiring urgent investigation (availing both OPD & IPD Services) are treated free. If rates are unlisted in above CGHS/AIIMS rates, **the selected public partner will have to provide mandatory fixed discount of 50% on its listed rates** (*The Detailed list of rates of tests not available in CGHS/AIIMS Delhi rates list shall be submitted by the Bidder, duly printed in the form of affidavit contained in technical Bid document*). The payment will be charged as per MOU agreed and signed by both the parties.

## **7. Pre-Qualification – Conditions**

**7.1** The firm should have achieved a minimum turnover of Rs. 60 Lakh (Rupees Sixty Lakh) annually from Lab services each year for past three years. The turnover condition is relaxed by 20% for start-ups/MSMEs.

*(Pl. enclose audited balance sheets of past three financial years, TDS return, PAN and other documents in support of claim of experience)*

**7.1.1** The Bidder should have never been indicted in any Court of Law for “Corrupt Practices” or for “Material Breach” in providing Medical Services to any other Govt. Agency. *(Affidavit as per format to be submitted)*

**7.1.2** The Laboratory/Center should be **NABL/NABH certified** for providing similar facility or Lab services and shall be holding valid authorization for disposal of Bio-Medical waste.

**7.1.3 Earnest Money:** The Bidder shall have to deposit earnest money along with the proposal amounting Rs.2,50,000/- (Two Lakh Fifty Thousand only). Start-ups/MSMEs registered with Govt of India will be exempted from submitting EMD/Bid Security. In case of failure to do so Bid(s) of non-exempted bidder(s) will be summarily rejected. The earnest money is to be paid online on e-procurement Portal of NIC in favor of Commissioner, MCD. In the event of the withdrawal of proposal after

opening of the tender, on the specified date and time, the earnest money shall stand forfeited. The earnest money will however, be returned without interest, to the Bidder(s) whose proposal is not accepted.

**7.1.4** The Bidder should be a reputed organization like NGOs, Trusts, Corporate Hospitals, and Diagnostic (Lab) Services Provider with all supportive services and emergency services at the premises, billing for such services should be in the name of the company. The Bidder should have a minimum experience of 03 years, for providing Laboratory Facilities to the patients at their own Laboratory, or in other Institutions, or part of joint venture or PPP. The prior experience of three years is relaxed in case of Start-ups & MSMEs subject to meeting of quality, technical specifications and other criteria laid down in this RFP.

**7.1.5** Experience of operation and management (O&M) of such Laboratory, the core competencies of which are not outsourced.

**7.1.6** The Bidding Company if offering to provide Lab Collection facility should be a **registered company or a NGO, Trusts, Corporate Hospitals, Diagnostic (Lab) Services Provider.**

**7.1.7** An applicant can be:

**\*Category I.** A single business Entity; or

**\* Category II.** A business Entity without requisite experience as per the RFP or may want to further augment its capacity to respond, it may associate with other firms to strengthen itself and experience or in other words become a group of entities to form **Consortium.**

**II a.** The **Lead member** of the Consortium shall have at least 26% stake/equity.

**II b.** An applicant who applies as an individual or as part of Consortium cannot participate as a member of any other consortium. A letter of **Exclusivity** needs to be annexed.

**II c.** Members of the Consortium shall execute Power of Attorney designating the lead Consortium member.

## **8. Period of the Partnership Contract**

**8.1** Initial contract period shall be for **05 (Five years)** from the date of signing actual MoU, thereafter extendable for another **02 (Two)** years only on the same terms and conditions, if services are found satisfactory and agreed upon by both the

parties. However, the scope of amendments in terms & conditions at the time of extension shall be exclusively reserved with MCD only.

**8.2** The Bidder shall be establishing a “Collection centre” for collecting laboratory samples for which limited space is required, suitable space of size 100-150 Sq. ft. will be provided by the Corporation free of cost to the Bidder.

**8.3** No subletting of part or whole of the process/infrastructure/services shall be allowed.

**8.4** On expiry of the contract, the Contractor will take away all equipment and consumables that are under his ownership, without disturbing the physical infrastructure provided by MCD. After expiry of contract term, a grace period of 04 weeks shall be allowed for removal of all infrastructure/equipment/consumables from the premises. If not cleared within this time frame, the In-Charge of the Health facility will be at liberty to dispose of the same as deemed fit.

**8.5** The contract could be **terminated/surrendered only after completion of nine month from the date of assigning the agreement with three month written notice period without assigning any reasons thereof.** The Public Partner can terminate the Contract in case of violation of any of the T&C of the Agreement or if the contractor undertakes ‘Corrupt practices’, ‘Material Breach’, or commits criminal negligence or defaults on such account etc.

9. **Scope of Work & Services for Service Provider/Contractor**

In order to provide the freedom of work, independency and minimum interference from the public partner, the Health Facility will only provide the private partner a portion of the already constructed building on as is where is basis, as mentioned above along with already installed fixtures, fittings, electricity and water supply, for ‘Contractor’ to establish collection center subject to availability of space. No new civil, electrical or any other work will be undertaken by the Public Partner.

*(Site can be visited by prospective bidders before participating in the tender, with prior appointment of MS, RMS or MO I/C)*

**9.1.** The Contractor shall provide Laboratory Facilities through well equipped Laboratory collection center. BPL patients and other marginalized sections (unidentified/unknown causality patient) must be taken special care of.

**9.2.** The Contractor has to procure all medical and non medical equipments at his own cost.

- 9.3.** The Contractor has to procure all items of furniture, which includes both for office as well as Laboratory collection centre.
- 9.4.** The Contractor has to procure necessary stationery material, drugs, consumables, non-consumables etc.
- 9.5.** In case of both tabletop as well as Computerized printed Stationery items, they should have Logo of MCD and clearly mention about the joint venture/PPP between MCD & Contractor (Name of the Partner)
- 9.6.** The Contractor has to run the services with its own staff or hire services of professional/non-professional man power and any other material or service required to run the Lab Collection center, at his own cost.
- 9.7.** The Contractor shall hire services or engage duly qualified professionals or Para medical personnel. The Pathologist or Biochemist or Microbiologist etc. shall be holding recognized Degree/diploma in their relevant specialty or equivalent Degree (recognized) in the relevant subject and compulsorily registered under Delhi Medical Council. Similarly, Para medicals, Phlebotomist etc. appointed shall be in possession of recognized degree/diploma in their relevant subject and registered in their respective council, if mandatory.
- 9.8.** The Contractor has to make his own arrangement for sanitation, housekeeping and security services for the proposed centre.
- 9.9.** No additional service shall be provided to the Contractor except the services/facilities mentioned in the tender document. The Contractor has to make all such arrangements at his own level.
- 9.10.** Electricity & Water charges shall be borne by MCD for Lab Collection centre. In case there is any failure in the electricity or water supply the ad-hoc or emergency arrangement for the proposed Lab facility has to be made by the Contractor at no extra cost to MCD.
- 9.11.** The Contractor has to procure computers, obtain Telephones, & internet connection etc. and all other required facilities for the centre at its own cost.
- 9.12.** All Pathologist or Biochemist or Microbiologists or any other consultant/s, specialist/s, nurses, technicians and all other man power have to be recruited by the Contractor at his own cost.
- 9.13.** The Contractor has to provide uninterrupted services on all working days of the health facility. The services should be available during the working hours of the health facility on all working days (Round the clock at Hospitals).

- 9.14.** The responsibility of managing immediate complications if any, like anaphylaxis, accidental Intravenous administration of Drugs, bleeding diathesis or any other unforeseen complications arising out of and during the test/procedure lies with the Contractor. They must have arrangements to handle such emergencies and prior tie up arrangements to shift such patients to the nearest hospital for further management of complications. The cost of management of such complications shall be borne by the Contractor.
- 9.15.** The Contractor shall be responsible for payment of salaries to all Human resource employed by it and shall not be in violation of minimum wages Act and as revised from time to time or in other words running cost of all Lab collection centers including staff salaries to be borne by the Contractor.
- 9.16.** The Contractor shall be solely responsible for Compliance of Biomedical Waste Management as per Bio-medical Waste Management Rules 2016 and amendments thereof. (Must have registration from competent authority i.e. central pollution control Board (CPCB) or Delhi Pollution Control Board (DPCC).
- 9.17.** The Contractor shall install Instruments/Equipments for running of collection centers.
- 9.18.** The Contractor may have to provide training on the Lab Medicine to interns or such trainees, if required by the Hospital administration, without any condition or any other obligation, under the extant rules and regulations of the relevant regulatory bodies.
- 9.19.** They should make alternative arrangements in the event of breakdown of their services at their own cost. In case the Contractor fails to make such arrangement, the patient shall be referred to empanelled hospitals/Diagnostic Lab and damages, if any, shall be borne by the Contractor.
- 9.20.** The Contractor is not allowed to sublet the premises, in part or full, and cannot use the premises for any purpose other than for Lab collection center.
- 9.21.** All the things which are not in the scope of the public partner (MCD) as listed in the scope below i.e. Clause 10 of RFP, but required by the private partner for smooth functioning of the Lab collection center, has to be procured by the Contractor.
- 9.22.** Barring structural changes, any modification/alteration/addition in the already constructed building have to be done by the Contractor himself with permission from the Hospital Administration Department, MCD. This all will be at the cost of Contractor.

- 9.23.** A single point Registration will be done by the Health unit and will be managed by MCD Staff. However further registration of patients attending Laboratory Collection Centre will be made at facility run by the Contractor.
- 9.24.** Service Counter: The Contractor shall maintain separate counter for registration of patients after initial registration at health unit of MCD and for accepting payments & issuance of receipts.
- 9.25.** Signage: Adequate signage may be displayed at important places for convenience of patients.
- 9.26.** Notice Board: The Contractor shall maintain a “Notice Board” containing all relevant information including discounts offered as per MoU over and above the CGHS/AIIMS Delhi rates List & listed rates of PPP Partner’s own Lab tests/procedures that are unavailable in the CGHS/AIIMS Delhi rate list. The latest CGHS/AIIMS Delhi rates List & rates List of PPP Partner’s own Lab tests/procedures be displayed prominently.
- 9.27.** M.I.S: The Contractor must update all patient records in computerized form and should be able to provide all statistics and patient record in soft copy to the Medical Superintendent/Resident Medical Superintendent/ CAMO/MO I/c of the center on demand. They must maintain all records including medico legal records, as prescribed under the provisions of law.
- 9.28.** The Hospital Administration Department of MCD or any other department, if entrusted, shall be allowed to “Audit” the accounts and records related to patients attending Lab Facility, periodically.
- 9.29.** MCD reserves the right to appoint an Independent Auditor to independently Audit and verify accounts of the Contractor.
- 9.30.** Negligence: The Contractor shall solely be responsible for any act of negligence under Consumer Protection Act, or Medico legal liability or otherwise related to such activity and litigation thereof.
- 9.31.** They must submit the required reports and duty roster to the hospital administration on demand.
- 9.32.** They must issue identity cards and uniforms to their staff, workers. It must also be seen that staff and workers stick to the dress code.
- 9.33.** They must obtain insurance & maintenance cover for equipment and other facilities connected with services at their own cost, for providing uninterrupted service.
- 9.34.** Qualified Pathologist etc. should be available during the entire working hour of



the facility, at their main working site.

**9.35.** The functioning of the Laboratory collection center shall be monitored by hospital authorities.

**9.36.** The Laboratory Collection centre shall not function normally beyond Health Facility's working hours. (To check the malpractices in the premises).

**10. Scope of Work and Services for Public Partner (MCD)**

**10.1** Part of premise will be provided along with existing fittings and fixtures to the Contractor for Laboratory Collection centre initially for period of Five (05) years from date of execution of MOU. The MCD shall not charge any license fee for Collection centre.

**10.2** Suitable space (100-150 Sq.ft.) for collection centre for collecting laboratory samples will be provided by the Corporation free of cost to the Contractor. Electricity Charges and water charges will be borne by MCD for collection centre. No fresh fittings or pipelines will be laid down by the Hospital/Health facility.

**10.3** Following Health Facilities of MCD have been identified where the Contractor shall provide Laboratory collection centre Facility. (*Refer to Para -2 of RFP for the table containing list & addresses of Health facilities*).

**10.4** The hospital will provide physical infrastructure on as is where is basis, for the specified area (Laboratory Collection centre), with existing fittings and fixtures. (It will be listed at the time of signing of contract/MOU)

**10.5** No new medical, non medical or any other service equipment unrelated will be procured by MCD.

**10.6** No new Civil or Electrical job will be taken up by the hospital for the area allocated to the private partner. Contractor will make his own arrangement for all requirements at his own cost.

**10.7** A Liaison Officer shall be nominated by the Medical Officer In-charge to co-ordinate with the Contractor.

**11 Charges and payment etc.**

**11.1** The Public private partnership will provide mandatory fixed discount of 50% on Lab tests not available in latest CGHS/AIIMS Delhi List and the Maximum percentage (%) of Discount offered on CGHS/AIIMS Delhi rates applicable for **NABH/NABL** accredited Lab category by the PPP Partner to all the beneficiaries.

**11.2 Diagnostic facility shall be extended free of cost to BPL cardholder**

**patients & unidentified/unknown causality patient requiring urgent investigation** (availing both OPD & IPD Services), which will be restricted to 25% (*as explained in Clause 3, Point No.3.2.6 of Sub-heading-Responsibility of Contractor*); while general public including Municipal Employees, Mpl. Pensioners, Mpl. Councilors and other beneficiaries at discounted CGHS Delhi Rates and if not available in CGHS Delhi rate list, then AIIMS Delhi rates applicable for **NABH/NABL** accredited Lab category. If CGHS/AIIMS Delhi Rates are not available for a particular procedure/Lab test then mandatory fixed 50% discount be given on the listed rates of the PPP partner, the list of which is as shared in technical Bid of the RFP. The Contractor should declare/display charges for such tests on the notice board (*Such entire rate list should be made available to the beneficiary on demand.*)

**11.3** The charges for Lab services will be paid directly to the Collection center and the Contractor shall mandatorily issue receipts of payment promptly against all payments received having details of charges of procedure, investigation, consumables along with code of CGHS/AIIMS Delhi Rate list.

**11.4 Penalty clause** - The penalty clause is for not maintaining the number of required tests in respect of any BPL card holder Patients & unidentified/unknown causality patients requiring urgent investigation (availing both OPD & IPD Services), (*if found refusal/denial and discovering overcharging of rates from the any patient would be dealt by refunding the cost of such tests by Contractor.*)

**11.5 Referral:** All the patients including Municipal beneficiaries including employees, Pensioners & their dependents must have been compulsorily referred by the Medical Officer/s, Specialist/s of the MCD, before they are investigated by the Contractor at their clinic/Laboratory.

**11.6** Employees and Municipal Beneficiaries, who have been treated after being referred, shall claim reimbursement of all such expenditure incurred on Lab Investigations Services at the Contractor's facility from their respective DDOs or from respective Pensioners' Medical Center as per approved policy. The contracted Lab service provider(s) shall be included in the list of MCD empanelled Labs during the validity period of the contract for the purpose of reimbursement to the Mpl. Health scheme beneficiary after approval of the Competent Authority.

**11.7** The authorized person/Pathologist shall on behalf of the Contractor, sign and verify, along with seal, all such documents (including receipts & test reports etc.) before the Employee or Municipal Beneficiary prefers his or her claim.

## **12 Legal**

**12.1** Contractor will be given access to other areas of the hospital after showing identity card.

**12.2** Contractor will be authorized to make minor changes in fittings, cablings etc. as per requirement for operating equipments with permission of hospital administration.

**12.3** No modifications of permanent structure will be allowed.

**12.4** In case of change of legal status of Contractor, fresh mutual agreement will be signed by both the parties before it comes into force.

**12.5 Force Majeure clause:** Unless prevented due to an event of force majeure, the contracted Agency/Lab fails or neglects to observe or perform any of its obligations under the contract or terms & conditions of the RFP, the affected party promptly inform/write notice to the other party and shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.

**12.6** The Bidder should have never been indicted in any Court of Law for “Corrupt Practices” or for “Material Breach” in providing Laboratory Services to any other Govt. Agency.

**12.7 MoU** will be entered into between the successful bidder(s) and Commissioner MCD through Director Hospital administration, Municipal Corporation of Delhi.

**12.8** Provisions of **Consumer Protection Act and RTI** are applicable to the Service rendered by the Contractor, and **any medico-legal issues** arising in the course of or out of treatment of patients will be the responsibility of the Contractor.

**12.9 Litigation History:** The Bidder must clearly mention his litigation history or any legal issue in the Past.

**12.10** All the Laws of land including Minimum Wages Act, statutory provisions under ESIC,EPF etc., shall be followed by the Contractor.

**12.11** Delhi Courts shall have exclusive jurisdiction to deal with legal issues/disputes arising out of functioning of the centre.

### 13 Performance Monitoring

**13.1** The team/member constituted by DHA/MCD shall be monitoring the quality of services rendered by the Contractor on a periodical basis through MS/RMS or their authorized appointee(s). Any shortcoming will be communicated to the Contractor in a written format and Contractor will be responsible for rectification/action if any.

**13.2** Monthly statistics must be sent to the Hospital Administration and MRD/office of MS/RMS or MO I/c of the respective center.

**13.3** Regular patient satisfaction survey/grievances shall be carried out and shared between the Contractor and MS/ RMS or MO I/c of the facility on behalf of the authority. The Contractor shall ensure that the beneficiaries attending the treatment at the Laboratory Facility of MCD would be required to fill up the patient feedback form and the data will be analyzed by the Authority (MCD) for quality and operations improvement. The Authority shall consider the following aspects of the feedback form while evaluating the customer service at each Laboratory center:

- a. Ambience;
- b. Hygiene and Disinfection
- c. Soft skills of the staff
- d. Timeliness in availability of reports and presentations.
- e. Correctness of reports

**13.4** The MS, Resident Medical Superintendent or his authorized person shall have the right to inspect the Centre at any time.

**13.5** The Contractor will nominate an official for liaison work and performance monitoring.

**13.6 Failure to meet Operation and Management requirement:** In the event the Contractor fails to Operate and maintain the project in Facilities in accordance with O&M requirements and/or the terms hereof, the Authority may issue a notice to that effect specifying breach. *(Where the Contractor has failed to cure the breach within the cure period of 30 days (Thirty days), the Public partner shall without prejudice to any of its other rights and/or remedies under this agreement, be entitled to request any other person undertake the operation and maintenance of the project facilities at the risk and cost of the Contractor, the cost of which, if any, shall be borne by the Contractor.)*

**13.7 Oversight Mechanism:** A Committee consisting of the Director of Hospital Administration or his/her assignee, Chief Administrative Medical Officer of the Zone of the Corporation, MS/Resident Medical Superintendent/Medical Officer In charge of the Health Facility and representatives of the Contractor, will oversee the running of the Lab facility and ensure that it is run in accordance with the spirit of this agreement.

**14 Preparation and Submission of the Proposal:**

**14.1** Interested Bidders are requested to examine the matter in detail and visit the hospital/premises to see the hospital space/building to be provided before submitting their proposal. They should be absolutely clear and sure about the feasibility of establishing the Collection Centers and other required services in the provided built up space before submitting the proposal.

**14.2** The proposal is to be submitted as **two Bid systems (*To be submitted online only*)** i.e. (A) **Technical** and (B) **Financial Bid uploaded on e-procurement portal**. All personal and contact details of the Bidders are to be submitted with the technical Bid.

**14.3 Validity of Bids:** The Bids shall be valid for a period of not less than **180 (one hundred and Eighty) days from the date of Bid Publication**.

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

**14.5 Conflict of Interest:** An applicant/Bidder should not have a Conflict of Interest that affects the Bidding process. Any applicant found to have Conflict of Interest shall be disqualified.

**15 Technical Bid:**

**15.1 Documents required for Essential Qualifications:**

**15.1.1 EMD (Earnest Money Deposit)** for Rs 2,50,000/ (Rupees Two Lakh Fifty Thousand only) to be submitted online on e-procurement portal of NIC in favour of “Commissioner, Municipal Corporation of Delhi which will be refunded after the finalization of the tender. Start ups/MSMEs registered with Govt of India will be exempted from submitting EMD/Bid Security. In case the bidder withdraws from the tender process after being declared successful in price bid or counter offer, such bidders shall be liable for forfeiture of EMD by Municipal Corporation of Delhi.

**15.1.2** If the Bidder is applying as a Company/consortium, copy of **registration certificate as company &** Copies of complete Audited Balance sheets and TDS return/or financial statements with **profit and loss account** for last 03 financial years i.e. duly audited by Chartered accountant, indicating the **turnover of Rs. Sixty Lakh or more as per requirement.** (*Refer to clause 7.1 of RFP under Essential Sub heading of Pre Qualification criteria*). The financial statements should reflect the financial situation of the Bidder’s Laboratory and not the other types of associated sister concerns companies or partners.

**15.1.3** Evidence of **owning and running a Laboratory facility** in a hospital or independently, by the Bidder for **last three years** (2020-21, 2021-22 & 2022-23).

**15.1.4** Proof of Valid Authorization of BMW Disposal from DPCC/CPCB & **NABL/NABH certification for Laboratories** must be submitted. It should be valid as on last date of submitting the Bid.

**15.1.5 Affidavit:** The Bidder has to submit an undertaking in the form of affidavit as per format in annexure of same.

**15.1.6** The Bidder’s listed rates of tests not available in CGHS/AIIMS Delhi rates list be submitted as per format in the Affidavit.

**15.1.7 Equipment details:** List of the instruments/equipments with the numbers to be procured by the Contractor for establishing lab collection centre, has to be submitted but not restricted to the following:

**Essential:**

- One Table.
- Two chair.
- Colour coded Biomedical waste Bins, Sharp collection bins.
- One patient couch with stepping stool
- One Centrifuge Machine.
- Ice-Box for sample storage after collection.

**Desirables at Collection centres with 24x7 facility**

- Computer, printer & Peripherals for printing Reports etc.
- Small almirah for record keeping, Stationery etc.
- Refrigerator for sample storage for extended Hrs.
- Telephone/Internet connection

*Note: All the major instruments/equipments are expected to be of the US-FDA/CE/ISI approved quality.*

**15.1.8 Fixed time frame to complete the project:** Maximum time expected to complete and start the functioning of Laboratory Services at the 50 centers listed in RFP is 03 months from the date of award of the contract.

**15.1.9 Penalty for delay:** After expiry of three months Rs. 20000/- per week will be recovered, as penalty for delay of the project for next 3 months. After 3 months of penalty period the deposited performance security may be forfeited and re-tender may be done.

## **16 Performance Guarantee**

The performance Guarantee/Security deposit Rs. 3,70,000/- be deposited to safe guard the revenue interest of MCD at the time of entering into contract and EMD will be refunded. In case the Bidder does not fulfill the contractual obligations, the performance guarantee amount may be forfeited. EMD will also be forfeited, if the Bidder does not deposit the required performance guarantee or not willing to accept the contract after the notification of award.

## **17 Rejection of Bids**

**17.1** Notwithstanding, anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there off. In the event that the authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

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

**18 Saving Clause**

No suit, prosecution or any legal proceedings shall lie against MCD or any person for anything that is done in good faith or intended to be done in pursuance of the RFP.

**19 Amendment of RFP**

**19.1** At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, can modify/amend the RFP by the issuance of Addenda.

**19.2** Any Addendum issued here under will be uploaded online on e-procurement portal of NIC and shall be sent to all the Bidders.

**19.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date\$.

**20 Other Conditions:**

**20.1** No additional documents will be accepted once Financial Bid is opened, unless decided by the Authority.

**20.2** Revision of rates during the contract period will not be allowed unless revised by CGHS/AIIMS Delhi as the case may be from time to time.

**20.3** No Conditional offer is acceptable.

**20.4** All Conditions laid down in the RFP document, schedules etc. will form part of Bid Document.

**21 Language:**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

**22 Schedule of Bidding Process:**



**22.1 Date of Notification of RFP:- 26/12/2023**

*\$While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.*

**22.2 Last date of receiving Queries: 10/01/2024**

**22.3 Pre Bid Conference: 12/01/2024 at 11.00 AM**

**(Venue of Pre Bid Conference: Conference Room, E1– Block, 18th Floor, Dr SPM Civic Centre, J L N Marg, New Delhi-110002)**

**22.4 Authority Response to Queries: 16/01/2024**

**22.5 Pre-Bid Conference-II, if required: ..../...../.....**

**22.6 Bid Due Date: 11/02/2024**

**22.7 Opening of Bids: 12/02/2024**

**22.8 Validity of Bids: 180 Days from the Bid Publication Date**

**22.9 Selection Process completion**

**22.10 Letter of award**

**22.11 Signing of Concession Agreement/ MOU**

**23 Applicant's Details and Contact information (To be attached with Technical Bid documents):**

**23.1 Name of Tendering Hospital/Institution**

**23.2 Name of Owner**

**23.3 Office Address**

**23.4 Contact Telephone Nos.**

**23.5 Mobile No.**

**23.6 Fax No.**

**23.7 E-Mail**

**23.8 Name, Telephone and Mobile No. of the Dealing Representative**

**23.9 Registration Details**

**23.9.1 PAN No.**

**23.9.2 GST Regd. No.**

**23.9.3 ESI/EPF Regd. No.**

**23.10 Details of Earnest Money Deposited: Amount (Rs) 2,50,000/- (Rupees Two Lakh Fifty Thousand only) - Receipt of online EMD submission be enclosed.**

**24 Annual Financial Turnover** (Minimum- Rs. 60 lakh for eligibility as per RFP) w.r.t. Trust/NGO/Corporate/Hospital duly audited by Certified Chartered Accountant as under:

S.No.	Financial year	Annual Turnover
1	2020-21	
2	2021-22	
3	2022-23	

**25** List of the Laboratory owned by the Bidder with address and date of commissioning

**26** Any Other information like valid NABH/NABL accreditation certificate, BMW Disposal authorization certificate of DPCC/CPCB etc.

(On Rs. 100/- non judicial stamp paper)

**27 Affidavit**

1. I, ..... Son /  
 Daughter of Shri  
 ..... Proprietor / Partner / Director /  
 Authorized Signatory of ..... am competent  
 to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender (RFP) and hereby convey my acceptance of the same.

3. The information/documents furnished along with the above tender application (RFP) are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I have never been black listed by any organization and no vigilance enquiry is pending against me or my agency. I have never been convicted by any court.

5. I have never been any defaulter for any statutory payment to the Government.

6. I have never been indicted in any Court of Law for “Corrupt Practices” or for “Material Breach” in providing Lab. & Services to any other Govt. Agency.

7. I hereby convey my acceptance for offering mandatory discount of 50% on the listed rates of my firm for tests not available in latest CGHS/AIIMS Delhi rate list.

**7.1** List of our tests along with rates “not available in CGHS/AIIMS Delhi rate list” as on date are as under:

1. Name of test.....Rate (Rs.) inclusive of all taxes
- 2.
- 3.
4. (Add as many....)

Signature of Authorized Person

Full Name:

Date:

Place:

Company's Seal:

*N.B.: The above declaration, duly signed and sealed by the authorized signatory of the bidder, should be enclosed with Technical Bid.*

**28 Price Bid Template (To be submitted online only)**

Name of the Tenderer: .....			
S.No.	Cluster Number	Discount offer in % (upto two decimal points) <i>“Discount offered on CGHS/AIIMS/Delhi Rates for all types of Laboratory Tests, Procedures under NABH/NABL accredited Lab Category.”</i>	Discount offer in % (In words)
1	Cluster Number 1	.	
2	Cluster Number 2		
3	Cluster Number 3		

**29 Check List for Proposal:**

√/x or Yes/No

- 29.1 EMD Receipt as applicable
- 29.2 Proof for ownership and registration certificate of hospital/Lab facility
- 29.3 Permanent Account Number
- 29.4 Copies of TDS return, audited balance sheets for last 3 financial years indicating turnover and profit
- 29.5 Proof showing experience of last 3 years for running Laboratory services.
- 29.6 All personal details, contact details etc. of the Bidder on enclosed form.
- 29.7 Affidavit as desired as per format given
- 29.8 Proposal for Laboratory services. Certificate for NABH/NABL certification & Registration of BMW management from

DPCC/CPCB

**29.9** Financial Bid with discount offered (To be submitted online only)

**29.10** Additional routine documents as per tender document instructions

**29.11** Any Other relevant Document

### **30 Memorandum of Understanding**

#### MEMORANDUM OF UNDERSTANDING

FOR

FIRST/SECOND/THIRD CLUSTER (*Strike whichever is applicable*)

#### **1. INTRODUCTION:**

This agreement made and entered into this.....day of .....in the year ..... by and between The Commissioner, Municipal Corporation of Delhi through its Director, Hospital Administration, hereafter called the “Corporation”, which expression shall unless excluded by or repugnant to the context be deemed to include its successor in office and assigns of the **first part**,

AND

.....Laboratory Services Ltd. hereafter called the “ Contractor” (Private Partner) through Sh. .... authorized by the Trust/Firm/Consortium/Corporate having its registered office at....., vide Resolution No.....date....., which expression shall, where the context admits, include its successors or assignees of the **second part**,

**WHEREAS**, the Corporation, having been constituted under an Act of Parliament, namely the Delhi Municipal Corporation Act, 1957 and being charged u/s 42jj with the obligatory function of “establishment and maintenance of dispensaries and maternity and welfare centers and the carrying out of other measures necessary for public medical relief”, in pursuance of which it has established a large number of such centers throughout Delhi providing Healthcare services, but not entirely to adequate extent to meet the ever-increasing needs because of constraints of resources and hence welcomes Public Private Partnership in its endeavors;

**AND WHEREAS**, the Contractor (firm/Trust/NGO/consortium) is committed to offer Laboratory Facilities or such services to the people, in pursuance of this, MOU is to be signed by it, with the Corporation, the Contractor will Equip, Operate and Manage or

extend same facility by way of “establishing collection center for Laboratory Investigations, as owned by the Corporation.

**WHEREAS**, the Contractor has agreed to join hands with the Corporation to help provide Quality Laboratory facilities at various health facilities as mentioned above to the population served by MCD.

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

It is clear between the parties that in case of any legal proceedings arising out of this agreement, the Municipal Corporation of Delhi shall not be responsible for the same and H1 bidder i.e. M/s.....shall indemnify the Municipal Corporation of Delhi in case of any loss or damage.

**2. CONSIDERATION:**

In consideration of the agreement and to fulfill the obligations as set out in this agreement, the Corporation shall make available part of premises owned by it at following facilities where the Contractor shall Equip, Operate & Manage Laboratory collection center. However, competent authority reserves the right to increase or decrease the number of centers by up to 25% of the number of total centers selected for Lab Collection centre as per requirement of MCD during the validity of period of contract. Bidders are bound to accept the same unconditionally.

**3. The details of the discount offered & agreed:**

Cluster Number.....		
Bid Particulars	Offer in % (upto two decimal points)	Offer in % (In words)
Discount offered on CGHS/ AIIMS/Delhi Rates for all types of Laboratory Tests, Procedures under NABH/NABL accredited Lab Category.		

**Note: The Sole ownership of the following premises will continue to be with Municipal Corporation of Delhi.**

Cluster-1 of 28 Centers:			
S.No.	Zone	Name of Institutions	Address
1	CITY SP	PUHC Vivekanand Puri	Padam Nagar Delhi - 110007
2	CITY SP	PUHC Baba Ambedkar Sadar Bazar	Sadar Bazar, Sadar Thana Road Delhi-110006
3	CITY SP	Hindu Rao Hospital	Malka Ganj, Delhi - 110007
4	CITY SP	Kasturba Hospital	Darya Ganj, Delhi - 110002
5	CITY SP	Girdhari Lal Maternity Hospital	Kamla Market, Delhi - 110002
6	CITY SP	PUHC Bara Hindu Rao	Bara Hindu Rao near opp. Grudwara Azad market.

7	CITY SP	PUHC Lahori Gate	Lahori Gate Chowk
8	KAROL BAGH	PUHC Ramesh Nagar	Near Chacha Nehru Park New Delhi- 110015
9	KAROL BAGH	Bhagwan Mahavir PUHC	52 Block, Rajinder Nagar New Delhi- 110015
10	KAROL BAGH	Pahar Ganj Dispensary	Pahar Ganj, D.B. Gupta Road, Delhi
11	KAROL BAGH	PUHC Narayana	Wz-119 Near Mata Mandir Village Narayana Delhi.
12	KESHAVPURAM	Haiderpur MH	Inside Aurvedic Disp. Haiderpur village delhi 83
13	KESHAVPURAM	PUHC Rani Bagh	Near Community center Sant Nagar Road Shakurbasti, Rani Bagh Delhi -34
14	KESHAVPURAM	PUHC Paschim Vihar	Village Jwalaheri, Pashim Vihar Behind Lakshmi Narayan Mandir, Delhi-110063
15	KESHAVPURAM	Indra Gandhi Polyclinic	Ring Road Shakur pur Near Britania Chowk Shakur pur Delhi-110034
16	KESHAVPURAM	Atma Ram Gupta Polyclinic	Onkar Nagar, Tri nagar Delhi
17	KESHAVPURAM	Nimri Polyclinic	Ashok Vihar Delhi - 52
18	KESHAVPURAM	Azadpur Dispensary	D-56 MCD Colony Azad Pur Delhi 110033
19	NARELA	Shahbad Daultpur MH	Behind Arya Samaj Mandir Shahbad Dulatpur Delhi-42
20	NARELA	PUHC Karala	Karala, Delhi - 110081
21	NARELA	PUHC Narela	Lampur Road Narela Delhi-110040
22	NARELA	PUHC Alipur	Near D.M (North) office, G.T.Road, Alipur, Delhi-110036
23	NARELA	PUHC Bawana	Near SBI Bank, Main Narela Road Delhi-110039
24	NARELA	Dr. S.S.V Polyclinic, Ram Roop Health Center kanjhawala	Village Kanjhawala Delhi-110081
25	ROHINI	Jwalapuri Maternity Home	R Block No.05 Jwalapuri, Delhi
26	ROHINI	PUHC Rohini Sector-07	D-16, Lala Hans Raj Gupta Health Complex, Sector-7 Rohini, Delhi -110085.
27	ROHINI	M&CW Buddh Vihar	M&CW Centre MCD Buddh Vihar (Puth kalan) near MCD Pooth Kalan pry. School Delhi.
28	ROHINI	Nangloi Polyclinic	Naresh Park, Saini Mohalla, Nangloi Delhi-41

Cluster-2 of 17 Centers:				
S.No.	Zone	Name of Institutions	Address	Remarks
1	CENTRAL	PUHC Tughlakabad	Master Colony, Tughlakabad village, Delhi-110044	
2	CENTRAL	PUHC Jungpura	Hospital Road,Jungpura,Near Church, New Delhi-14	
3	CENTRAL	Lajpat Nagar colony Hospital	Lajpat Nagar, New Delhi-110024	These Centre will be added to the above list on or before 19.11.2024 but not earlier than 06 months from Award of Contract
4	CENTRAL	Badar Pur Polyclinic	Badar Pur, Delhi-110044	
5	CENTRAL	PSMS Hospital Kalkaji	Kalkaji, near Nehru place, Delhi-110019	
6	CENTRAL	Maternity home Srinivas Puri	Srinivas Puri, Delhi-110065	
7	SOUTH	PUHC Munirka	Munirka village opposite DDA sports complex, Behind Baba Gang Nath Mandir, Delhi-110067	
8	SOUTH	PUHC Tigri/Devli	M&CW Center, Tigri, ND-62, Behind Hanuman Mandir, D-Block, Tigri	
9	SOUTH	Madangir Dispensary	Mandangir Village	

10	SOUTH	Masjid Moth Polyclinic	Village Masjid Moth, New Delhi-110048	These Centre will be added to the above list on or before 19.11.2024 but not earlier than 06 months from Award of Contract
11	SOUTH	PHC Fatehpur Beri	Fatehpur Beri, Delhi-110074	
12	SOUTH	Polyclinic Mehrauli	Mehrauli, Delhi-110030	
13	WEST	Mata Gujri Hospital Tilak Nagar	Tilak Nagar, Delhi-110018	
14	WEST	Maharaja Agrasen Polyclinic, H block Uttam Nagar	Uttam Nagar, Delhi- 110059	
15	NAJAFGARH	Bijwasan polyclinic cum chest clinic	Bijwasan, Delhi-110061	
16	NAJAFGARH	Gumenhera Polyclinic	Gumenhera, Delhi-110073	
17	NAJAFGARH	M&CW Mansa Ram Park	PUHC Mansa Ram Park JJ Colony Sector-3 Dwarka.	

Cluster-3 of 15 Centers:			
S.No.	Zone	Name of Institutions	Address
1	CIVIL LINE	S.S.V Burari Polyclinic	S.S.V Burari Polyclinic, Jharoda Burari Delhi-84
2	CIVIL LINE	Balak Ram Hospital	Balak Ram Hospital, Timarpur Delhi-110054
3	CIVIL LINE	Rajan Babu T.B. Hospital & Associated MVID Hospital	Rajan Babu T.B. Hospital & Associated MVID Hospital, GTB Nagar Delhi - 110009
4	CIVIL LINE	Badli Dispensary	Badli Allopathic Dispensary MCD colony Samaya Pur Delhi
5	CIVIL LINE	GTB Hudson Lane PolyClinic	Guru Teg Bahadur polyclinic, GTB Nagar.
6	CIVIL LINE	M&CW Jahangirpuri- A & B Block	'B' Block Mangal Bazar Road.
7	CIVIL LINE	M&CW Sabji Mandi	M&CW Centre MCD, 923 Main Bazar Sabji Mandi.
8	SHAHDARA NORTH	Yamuna Vihar Mty. Home	B-2 block Yamuna Vihar, Delhi -110053
9	SHAHDARA NORTH	Swami Dayanand Hospital (SDNH)	Dilshad Garden.
10	SHAHDARA NORTH	Veer Savarkar Arogya Sansthan	Karawal Nagar (a satellite unit of SDNH)
11	SHAHDARA NORTH	Maternity Home Welcome Seelampur	JB-6, Block near New R D Public School, New Seelampur.
12	SHAHDARA SOUTH	Patparganj Mty. Home	Mty. Home Patparganj, Opp. Pandav Nagar Delhi
13	SHAHDARA SOUTH	Shahdara Polyclinic	Chhota Bazar, Shahdara.
14	SHAHDARA SOUTH	PUHC Geeta Colony	Geeta Colony Delhi
15	SHAHDARA SOUTH	PUHC Krishna Nagar	Near MCD Primary School Krishna Nagar.

#### 4. Oversight Mechanism

4.1 A Committee consisting of the Director of Hospital Administration or his/her assignee, Chief Administrative Medical Officer of the Zone of the Corporation, MS/Resident Medical Superintendent/Medical Officer In-charge of the Health Facility and representatives of the Contractor, will oversee the running of the Lab facility and ensure that it is run in accordance with the spirit of this agreement.

#### 4.2 Responsibility of Contractor:

The Contractor shall establish, equip and operate Laboratory Collection Center at all the centers listed in this RFP and provide manpower and material to operate it at his

own cost. This will be in the specified space in the hospital/health facility building which will be provided by the public partner i.e. MCD. Details of essential furniture, equipments & manpower for a model Lab Collection center is as:

**Essential:**

- One Table.
- Two chair.
- Colour coded Biomedical waste Bins, Sharp collection bins.
- One patient couch with stepping stool
- One Centrifuge Machine.
- Ice-Box for sample storage after collection.

**Desirables at Collection centres with 24x7 facility**

- Computer, printer & Peripherals for printing Reports etc.
- Small almirah for record keeping, Stationery etc.
- Refrigerator for sample storage for extended Hrs.
- Telephone/Internet connection

**Manpower Qualification of Lab Collection centre staff/Phlebotomist**

- Qualified Medical Laboratory Technician (MLT) with prior 01 year of experience in a laboratory.

**3.2.1** Maintenance of record of all the beneficiary patients catered by the Contractor and the same shall be produced as & when required.

**3.2.2** The Contractor is expected to provide Lab Investigations services to all patients as per advise of the Medical Officer/s, Specialist/s of MCD during scheduled hours.

**3.2.3** The Contractor will have the responsibility to procure, maintain and operate all the equipments and other required medical and non medical items for these services.

**3.2.4** The Contractor shall procure all consumables.

**3.2.5** The Contractor shall honor the referral letter issued by any other facility of MCD not limited to the centers where Laboratory collection center is under operation.

**3.2.6** The Contractor will not charge any money from the BPL card holder Patients & unidentified/unknown causality patient requiring urgent investigation (availing both OPD & IPD Services), to the extent of 25% of previous month's cumulative business of patients at the respective centre. Only Patients holding the valid BPL Card will be eligible for availing the benefit of free service.



**3.2.7** It shall be mandatory for the Contractor to send a monthly report online to the Medical superintendent/Resident Medical superintendent or Chief Administrative Medical Officer (CAMO) of the concerned zone with respect to the details of the cases–Number of Public Beneficiary, Municipal Beneficiary with their dependents & BPL Card Holder Patients & unidentified/unknown causality patient catered to by the Collection centre.

**3.2.8** In case the Bidder does not fulfill the contractual obligations the performance guarantee amount may be forfeited. EMD will be forfeited, if the Bidder does not deposit the required performance guarantee or not willing to accept the contract after the notification of award.

#### **4.3 Responsibility of MCD**

The MCD will be the public partner of the project and will ensure that the Contractor charges as per discounted **NABH/NABL** category CGHS Delhi rates and if not available in CGHS Delhi rate list, then AIIMS Delhi rate list; BPL patients & unidentified/unknown causality patient requiring urgent investigation (availing both OPD & IPD Services) are treated free. If rates are unlisted in above CGHS/AIIMS Delhi rates, **the selected public partner will have to provide mandatory fixed discount of 50% on its listed rates** (*The Detailed list of rates of tests not available in CGHS/AIIMS Delhi rates list to be submitted by the Bidder duly printed as per format in affidavit of technical Bid document*). The payment will be charged as per MOU agreed and signed by both the parties.

#### **5. Period of the Partnership Contract**

- 5.1** Initial contract period shall be for **05 (Five years)**, thereafter extendable for another **02 (Two)** years only on the same terms and conditions, if services are found satisfactory and agreed upon by both the parties. However, the scope of amendments in terms & conditions at the time of extension shall be exclusively reserved with MCD only.
- 5.2** The Contractor shall establish a “Collection centre” for collecting laboratory samples for which suitable space size of 100-150 Sq. ft. will be provided by the Corporation free of cost to the Contractor.
- 5.3** The Electricity & Water charges will be borne by the MCD as for existing health Facility.
- 5.4** No subletting of part or whole of the process/infrastructure/ services shall be allowed.
- 5.5** On expiry of the contract, the Contractor will take away all equipment and consumables that are under his ownership, without disturbing the physical infrastructure provided

by MCD. After expiry of contract term, a grace period of 04 weeks shall be allowed for removal of all infrastructure/ equipment/ consumables from the premises. If not cleared within this time frame, the In-Charge of the Health facility will be at liberty to dispose of the same as deemed fit.

- 5.6** The contract could be **terminated/surrendered by the PPP Partner only after completion of nine months from the date of assigning the agreement. After the above mandatory nine months, with three month written notice period without assigning any reasons thereof.** The Public Partner can terminate the Contract with three month written notice period without assigning any reasons thereof, or in case of violation of any of the T&C of the Agreement, or if the Contractor undertakes ‘Corrupt practices’, ‘Material Breach’, or commits criminal negligence or defaults on such account etc.

## **6. Scope of Work & Services for Service Provider/Contractor**

In order to provide the freedom of work, independency, and minimum interference from the public partner, the Health Facility will only provide the private partner a portion of the already constructed building on as is where is basis, as mentioned above along with already installed fixtures, fittings, electricity and water supply, for ‘Contractor’ to establish collection center subject to availability of space. No new civil, electrical or any other work will be undertaken by the Public Partner.

**6.1** The Contractor shall provide Laboratory Facilities in well equipped Diagnostic Laboratory. BPL patients and other marginalized sections (unidentified/unknown causality patient) must be taken special care of.

**6.2** The Contractor has to procure all medical and non medical equipments at his own cost.

**6.3** The Contractor has to procure all items of furniture, which includes both office as well as for the collection Center for Laboratory.

**6.4** The Contractor has to procure necessary stationery material, drugs, consumables, non-consumables etc.

**6.5** In case of both tabletop as well as Computerized printed Stationery items, they should have Logo of MCD and clearly mention about the joint venture/PPP between MCD & Contractor (Name of the Partner)

**6.6** The Contractor has to run the services with its own staff or hire services of professional/non-professional man power and any other material or service required to run the Lab Collection center, at his own cost.

6.7 The Contractor shall hire services or engage duly qualified professionals or Para medical personnel. The Pathologist, or Biochemist or Microbiologist etc. shall be holding recognized Degree/diploma in their relevant specialty or equivalent Degree (recognized) in the relevant subject and compulsorily registered under Delhi Medical Council. Similarly, Para medicals & phlebotomist etc. appointed shall be in possession of recognized degree/diploma in their relevant subject and registered in their respective council, if mandatory.

6.8 The Contractor has to make his own arrangement for **sanitation, housekeeping and security** services for the proposed centre.

6.9 No additional service shall be provided to the Contractor except the services/facilities mentioned in the tender document. The Contractor has to make all such arrangements at his own level.

6.10 Electricity & Water charges for Lab Collection centre will be borne by the MCD as for existing health Facility. In case there is any failure in the electricity or water supply the ad-hoc or emergency arrangement for the proposed Lab facility has to be made by the Contractor at no extra cost to MCD.

6.11 The Contractor has to procure computers, obtain Telephones, & internet connection etc. and all other required facilities for the centre at its own cost.

6.12 All Pathologist, or Biochemist or Microbiologists or any other consultant/s, specialist/s, nurses, technicians, and all other man power have to be recruited by the Contractor at his own cost.

6.13 The Contractor has to provide uninterrupted services on all working days of the health facility. The services should be available during the working hours of the health facility on all working days (Round the clock at Hospitals).

6.14 The responsibility of managing immediate complications if any, like anaphylaxis, accidental Intravenous administration of Drugs, bleeding diathesis or any other unforeseen complications arising out of and during the test/procedure lies with the Contractor. They must have arrangements to handle such emergencies and prior tie up arrangements to shift such patients to the nearest hospital for further management of complications. The cost of management of such complications shall be borne by the Contractor.

6.15 The Contractor shall be responsible for payment of salaries to all Human resource employed by it and shall not be in violation of minimum wages Act and as revised from time to time or in other words running cost of all facilities including staff

salaries to be borne by the Contractor.

**6.16** The Contractor shall be solely responsible for Compliance of Biomedical Waste Management as per Bio-medical Waste Management Rules 2016 and amendments thereof. **(Must have registration from competent authority i.e. central pollution control Board (CPCB) or Delhi Pollution Control Committee (DPCC)).**

**6.17** The Contractor shall install Instruments/Equipments for running of Lab collection centers.

**6.18** The Contractor may have to provide training on the Lab Medicine to interns or such trainees, if required by the Hospital administration, without any condition or any other obligation, under the extant rules and regulations of the relevant regulatory bodies.

**6.19** They should make alternative arrangements in the event of breakdown of their services at their own cost. In case the Contractor fails to make such arrangement, the patient shall be referred to empanelled hospitals/Diagnostic Lab and damages, if any, shall be borne by the Contractor.

**6.20** The Contractor is not allowed to sublet the premises, in part or full, and cannot use the premise for any purpose other than for establishing Lab collection center.

**6.21** All the things which are not in the scope of the public partner (MCD) as listed in the scope below, but required by the private partner for smooth functioning of the Lab facility has to be procured by the Contractor.

**6.22** Barring structural changes, any modification/alteration/addition in the already constructed building have to be done by the Contractor himself with permission from the Hospital Administration Department, MCD. This all will be at the cost of Contractor.

**6.23 Service Counter:** The Contractor shall maintain separate counter for registration of patients after initial registration at health unit of MCD and for accepting payments & issuance of receipts..

**6.24 Signage:** Adequate signage may be displayed at important places for convenience of patients.

**6.25 Notice Board:** The Contractor shall maintain a "Notice Board" containing all relevant information including discounts offered as per MoU over and above the CGHS/AIIMS Delhi rates List & listed rates of PPP Partner's own Lab tests/procedures that are unavailable in the CGHS/AIIMS Delhi rate list. The latest CGHS/AIIMS Delhi rates List & rates List of PPP Partner's own Lab tests/procedures be displayed

prominently.

**6.26 M.I.S:** The Contractor must update all patient records in computerized form and should be able to provide all statistics and patient record in soft copy to the Medical Superintendent/ Resident Medical Superintendent/ CAMO/MO I/C of the center on demand. They must maintain all records including medico legal records, as prescribed under the provisions of law.

**6.27** The Hospital Administration Department of MCD or any other department, if entrusted, shall be allowed to “Audit” the accounts and records related to patients attending Lab. Facility, periodically.

**6.28** MCD reserves the right to appoint an Independent Auditor to independently Audit and verify accounts of the Contractor.

**6.29 Negligence:** The Contractor shall solely be responsible for any act of negligence under Consumer Protection Act, or Medico legal liability or otherwise related to such activity and litigation thereof.

**6.30** They must submit the required reports and duty roster to the hospital administration on demand

**6.31** They must issue identity cards and uniforms to their staff, workers. It must also be seen that staff and workers stick to the dress code.

**6.32** They must obtain insurance & maintenance cover for equipment and other facilities connected with services at their own cost, for providing uninterrupted service.

**6.33** Obtaining any permit including civil, electrical, radiation safety requirements etc. if any, shall be the responsibility of the Contractor. MCD shall not be obligated to facilitate the same in any case.

**6.34** Qualified Pathologist etc. should be available during the entire working hour of the facility, at their main working site.

**6.35** The functioning of the Laboratory collection center shall be monitored by hospital authorities.

**6.36** The Laboratory Collection centre shall not function normally beyond Health Facilities’ working hours. (To check the malpractices in the premises).

## **7. Scope of Work and Services for Public Partner (MCD)**

**7.1** Part of premise will be provided along with existing fittings and fixtures to the Contractor for Laboratory Collection centre initially for period of Five (05) years from date of execution of MOU. The MCD shall not charge any license fee for Collection centre.

- 7.2 Suitable space (100-150 Sq.ft.) for collection centre for collecting laboratory samples will be provided by the Corporation free of cost to the Contractor. Electricity Charges and water charges will be borne by MCD for collection centre. No fresh fittings or pipelines will be laid down by the hospital.
- 7.3 Following Health Facilities of MCD have been identified where the Contractor shall provide Laboratory collection centre Facility. (*Refer to Para -2 of MoU “under heading Consideration” for the table containing list & addresses of Health facilities*).
- 7.4 The hospital will provide physical infrastructure on as is where basis, for the specified area (Laboratory Collection centre) is, size 100-150 sq ft, with existing fittings and fixtures. (It should be duly listed & shared with concerned MS/RMS/M.O.I/c at the time of taking over the premises at the Health facility/Hospital).
- 7.5 No new medical, non medical or any other service equipment unrelated will be procured by MCD.
- 7.6 No new Civil or Electrical job will be taken up by the hospital for the area allocated to the private partner. Contractor will make his own arrangement for all requirements at his own cost.
- 7.7 A Liaison Officer shall be nominated by the Medical Officer In-charge to coordinate with the Contractor.

## **8. Charges and payment etc.**

- 8.1 The Public private partnership will provide mandatory fixed discount of 50% on Lab Tests unavailable in latest CGHS/AIIMS Delhi rate list and the Maximum Discount percentage (%) offered on latest CGHS/AIIMS Delhi rates for **NABH/NABL category** by the PPP Partner to all the beneficiaries.
- 8.2 Diagnostic facility shall be extended free of cost to BPL card holder patients & unidentified/unknown causality patient requiring urgent investigation (availing both OPD & IPD Services), which will be restricted to 25% (*as explained in Point No.3.2.6 under sub-head Responsibility of Contractor of Clause 3 of MoU document*); while general public including Municipal Employees, Mpl. Pensioners, Mpl. Councilors and other beneficiaries at discounted **NABH/NABL category** CGHS Delhi Rates and if not available in CGHS Delhi rate list, then AIIMS Delhi rate list, or if CGHS/AIIMS Delhi Rates are not available for a particular procedure/Lab test then mandatory fixed 50% discount be given on the listed rates of the PPP partner, the list of which is as submitted in affidavit of

technical Bid. *(Such entire rate list should be made available to the beneficiary on demand).* The Contractor should declare/display charges for such tests on the notice board *(Such entire rate list should be made available to the beneficiary on demand.)*

**8.3** The charges for Lab services will be paid directly to the Collection center and the Contractor shall mandatorily issue receipts promptly against all payments received having details of charges of procedure, investigation, consumables along with code of CGHS/AIIMS Rate list.

**8.4 Penalty clause-**The penalty clause is for not maintaining the number of required tests in respect of any BPL card holder Patients & unidentified/unknown causality patient requiring urgent investigation (availing both OPD & IPD Services), *(if found refusal/denial and discovering overcharging of rates from the any patient would be dealt by refunding the cost of such tests by Contractor.)*

**8.5 Referral:** General public including Municipal beneficiaries including employees, Pensioners & their dependents must have been compulsorily referred by the Medical Officer/s, Specialist/s of the MCD, before they are investigated by the Contractor at their Laboratory.

**8.6** Employees and Municipal Beneficiaries, who have been treated after being referred, shall claim reimbursement of all such expenditure incurred on Lab Investigations Services at the Contractor's facility from their respective DDOs or from respective Pensioners' Medical Center as per approved policy.

**8.7** The authorized person/Pathologist shall on behalf of the Contractor, sign and verify, along with seal, all such documents (including Receipts, Test reports etc.) before the Employee or Municipal Beneficiary prefers his or her claim.

## **9. Legal**

**9.1** Contractor will be given access to other areas of the hospital after showing identity card

**9.2** Contractor will be authorized to make minor changes in fittings, cablings etc. as per requirement for operating equipments with permission of hospital administration.

**9.3** No modifications of permanent structure will be allowed.

**9.4** In case of change of legal status of Contractor, fresh mutual agreement will be signed by both the parties before it comes into force.

**9.5 Force Majeure clause:** Unless prevented due to an event of force majeure, the contracted Agency/Lab fails or neglects to observe or perform any of its obligations under the contract or terms & conditions of the RFP, the affected party promptly inform/write notice to the other party and shall be excused from such performance to

the extent of the aforementioned prevention, restriction or interference.

- 9.6 The Bidder should have never been indicted in any Court of Law for “Corrupt Practices” or for “Material Breach” in providing Laboratory Services to any other Govt. Agency.
- 9.7 MoU will be entered into between the successful bidder and Commissioner MCD through Director Hospital administration, Municipal Corporation of Delhi.
- 9.8 Provisions of **Consumer Protection Act and RTI** are applicable to the Service rendered by the Contractor, and **any medico-legal issues** arising in the course of or out of treatment of patients will be the responsibility of the Contractor.
- 9.9 All the Laws of land including Minimum Wages Act, statutory provisions under ESIC, EPF etc., shall be followed by the Contractor.
- 9.10 Delhi Courts shall have exclusive jurisdiction to deal with legal issues/disputes arising out of functioning of the centre.
- 9.11 The Contractor shall also keep MCD harmless from any liability arising out during the performance within the scope of work.
- 9.12 **Indemnity Clause:** It is clear between the parties that in case of any legal proceedings arising out of this agreement, the Municipal Corporation of Delhi shall not be responsible for the same and the contractor shall indemnify the Municipal Corporation of Delhi in case of any loss or damage.

## 10. Performance Monitoring

- 10.1 The team/member constituted by DHA/MCD shall be monitoring the quality of services rendered by the Contractor on a periodical basis through MS/RMS or their authorized appointee(s). Any shortcoming will be communicated to the Contractor in a written format and Contractor will be responsible for rectification/action if any.
- 10.2 Monthly statistics must be sent to the hospital administration and MRD/office of **MS/RMS** or MO I/c of the respective center.
- 10.3 Regular patient satisfaction survey/grievances shall be carried out and shared between the Contractor and MS/ RMS or MO I/c of the facility on behalf of the authority. The Contractor shall ensure that the beneficiaries attending the Laboratory Collection center of MCD established under PPP Mode would be required to fill up the patient feedback form and the data will be analyzed by the Authority (MCD) for quality and operations improvement. The Authority shall consider the following aspects of the feedback form while evaluating the customer service at each Laboratory Collection center:



- a. Ambience;
- b. Hygiene and Disinfection;
- c. Soft skills of the staff;
- d. Timeliness in availability of reports and presentations;
- e. Correctness of reports.

**10.4** The MS, Resident Medical Superintendent, Medical officer in-charge or his authorized person shall have the right to inspect the Centre at any time.

**10.5** The Contractor will nominate an official for liaison work and performance monitoring.

**10.6** Failure to meet Operation and Management requirement

- In the event the Contractor fails to Operate and maintain the project in Facilities in accordance with O&M requirements and/or the terms hereof, the Authority may issue a notice to that effect specifying breach.
- Where the Contractor has failed to cure the breach within the cure period of 30 days (Thirty), the Public partner shall without prejudice to any of its other rights and/or remedies under this agreement, be entitled to request any other person undertake the operation and maintenance of the project facilities at the risk and cost of the Contractor, the cost of which, if any, shall be borne by the Contractor.

**10.7** Oversight Mechanism

A Committee consisting of the Director of Hospital Administration or his/her assignee, Chief Administrative Medical Officer of the Zone of the Corporation, MS/Resident Medical Superintendent/Medical Officer In charge of the Health Facility and representatives of the Contractor, will oversee the running of the Lab facility and ensure that it is run in accordance with the spirit of this agreement.

## **11. Saving Clause**

No suit, prosecution or any legal proceedings shall lie against MCD or any person for anything that is done in good faith or intended to be done in pursuance of the RFP.

## **12. Other Conditions:**

**12.1** Revision of rates during the contract period will not be allowed unless revised by CGHS Delhi /AIIMS Delhi from time to time by CGHS Delhi /AIIMS Delhi Authorities respectively.

**12.2** The Corporation will not be responsible or liable to pay compensation or making good any losses that may be caused by theft, fire, natural calamities, riots or any other reason whatsoever. The second party shall itself be solely responsible

for such losses.

**12.3** Upon Expiry of the Period of agreement or Termination, after handing over the building, the Contractor shall neither have any control over the building nor on the income accrued from it. Subsequent routine maintenance shall be done by the Corporation.

**12.4** The Corporation has the full and unfettered rights of the above said property and therefore shall have the right to terminate the Agreement at any time as per T&C mentioned earlier.

**12.5 Equipment details:** List of the instruments/equipments with the numbers to be procured by the Contractor for establishing lab collection centre, has to be submitted but not restricted to the following:

**Essential:**

- One Table.
- Two chair.
- Colour coded Biomedical waste Bins, Sharp collection bins.
- One patient couch with stepping stool
- One Centrifuge Machine.
- Ice-Box for sample storage after collection.

**Desirables at Collection centres with 24x7 facility**

- Computer, printer & Peripherals for printing Reports etc.
- Small almirah for record keeping, Stationery etc.
- Refrigerator for sample storage for extended Hrs.
- Telephone/Internet connection

*Note: All the major instruments/equipments are expected to be of the US-FDA/CE/ISI approved quality.*

**12.6 Fixed time frame to complete the project:** Maximum time expected to complete and start the functioning of Laboratory Services at the 40 centers listed in RFP is 03 months from the date of award of the contract and within 06 months from the date of award of the contract in case of the additional 10 centers listed in RFP, if asked to do so by Director Hospital Administration/MCD.

**12.7 Penalty for delay:** After expiry of three months Rs. 20000/- per week will be recovered, as penalty for delay of the project for next 3 months. After 3 months of penalty period the deposited performance security may be forfeited and contract may be given to the next Bidder or re-tender may be done.

### **13. Expenses.**

13.1 All costs and expenses in connection with the registration of this agreement and the negotiation of any other supplementary agreement contemplated by this agreement shall be borne by the Contractor.

### **14. Settlement of Disputes.**

In the event of any dispute arising between the parties, Delhi Courts shall have exclusive jurisdiction to deal with legal issues/disputes arising out of functioning of the centre.

### **15. General Provisions**

**19.1 Notices.** All notices required hereunder shall be in writing, addressed as set forth above and shall be deemed validly given (a) upon personal delivery, (b) one day after being sent by facsimile with telephone confirmation of receipt to the following numbers or (c) one day after being sent by a recognized express courier service that maintains records of receipt. Each party may change the address and facsimile numbers designated for receiving notice upon delivery of notice to the other party.

**19.2 English Language.** This agreement has been written and executed in the English language. Any translation in into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control.

**19.3 Governing law.** The laws of India govern this agreement. The parties agree to take legal proceedings over this Agreement/MOU only in the courts of Delhi.

**19.4 Successors and Assigns, Severability.** This agreement/MOU shall be binding upon the respective successors, trustees and permitted assigns of the parties hereto. This agreement shall not be assignable or otherwise transferable by a party under any circumstances. Any attempt to assign or transfer this agreement in violation of this agreement shall be void and of no effect. If any provision of this agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible.

**19.5 No Third-Party Beneficiaries.** Nothing in this agreement shall be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this agreement or any provision hereof, except as expressly provided herein.

**19.6 Force Majeure clause:** Unless prevented due to an event of force majeure, the contracted Agency/Lab fails or neglects to observe or perform any of its obligations

under the contract or terms & conditions of the RFP, the affected party promptly inform/write notice to the other party and shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.

**19.7 Counterparts, Amendments, Entire Agreement Etc.** This agreement and any amendments hereto may be executed in one or more counterpart, each of which shall be an original, but all of which together shall constitute one instrument. This agreement shall not be effective unless and until signed by both parties hereto. This agreement may be changed, modified, amended or supplemented only by written instrument signed by the parties hereto. No provision of this agreement may be waived orally, but only by a written instrument signed by the party against whom enforcement of such waiver is sought. The headings in this agreement are inserted for convenience only and shall not constitute a part hereof. As used herein, except as the context otherwise indicates, the singular shall include the plural and vice versa and words of any gender shall include any other gender. The conjunction “or” shall be understood in its inclusive sense (and/or). The words “include,” and “including” shall be deemed to be followed by the phrase “without limitation.” This agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto. Each party hereto shall execute and deliver such additional documents and perform such acts as are reasonably requested by the other party in order to fully affect the intent of this agreement.

IN WITNESS THEREOF, all parties have executed this agreement on the date mentioned herein above.

For and on behalf of  
Municipal Corporation of Delhi  
Ltd.  
(.....)

For and on behalf of  
Laboratory Services  
(.....)

Witness:

Witness:

1.

1.

2.

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