

Letter head of
Directorate of Health Services

Date: 25th November, 2011

To

All Bidders

Sub: **Pre-bid 2 queries for “Development, Operation and Maintenance of Radiology Imaging Diagnostic Centres in Maharashtra on PPP basis” project**

Sir

Please refer to RFP dated 30th September, 2011 and the DCA dated 9th November, 2011 for the above project. Replies to second pre-bid meeting queries received from various interested bidders are enclosed

Your's faithfully

Jt. Director Health Services

(Procurement Cell)

Encl: As above.

PPP in Diagnostic Centres in Maharashtra

Responses to Queries for Pre-bid Meeting 2 –

Sr. No.	Queries	Response														
Bidder 1																
1.	What is the definition of Key Personal in the diagnostic centre? We do not see any value add by participation of customer in recruitment process for replacement of Key Personnel. Instead they can define the criteria like minimum qualification and experience which the private partner has to abide. (Page No. 28)	<p>Revised Definition for Key Personnel</p> <p>“Key Personnel” means the Radiologists deployed at each Diagnostic Centre</p> <p>Para below 5.4.1 on page 28 stands deleted.</p> <p>The Concessionaire shall be free to employ / replace qualified Clinical (including Key Personnel) and Non-Clinical staff subject to ensuring compliance with the provisions of the DCA.</p> <p>Concessionaire shall comply with the revised Schedule 3 – Staffing Norms, enclosed as Annexure 1 below.</p>														
2.	How the computation of Equipment Capacity Cap will be done / determined. (Page No. 58)	<p>The mechanism for computation of Equipment Capacity Cap is defined in Clause 16.4 of the Concession Agreement.</p> <p>“Annual Equipment Capacity” shall be higher of the following:</p> <p>a) Annual Equipment Capacity of Diagnostic Equipment installed by the Concessionaire, computed in accordance with provisions of Clause 16.4.1 of the Concession Agreement; OR</p> <p>b) Diagnostic Equipment capacity as indicated in table below:</p> <table border="1"> <thead> <tr> <th align="center">Type of Diagnostic Equipment</th> <th align="center">Annual Equipment Capacity for each unit of Diagnostic Equipment</th> </tr> </thead> <tbody> <tr> <td align="center">X-Ray</td> <td align="center">149,536</td> </tr> <tr> <td align="center">USG</td> <td align="center">20,805</td> </tr> <tr> <td align="center">Mamography</td> <td align="center">19,505</td> </tr> <tr> <td align="center">CT (16 slice)</td> <td align="center">13,003</td> </tr> <tr> <td align="center">CT (64 slice)</td> <td align="center">18,204</td> </tr> <tr> <td align="center">MRI</td> <td align="center">10,403</td> </tr> </tbody> </table>	Type of Diagnostic Equipment	Annual Equipment Capacity for each unit of Diagnostic Equipment	X-Ray	149,536	USG	20,805	Mamography	19,505	CT (16 slice)	13,003	CT (64 slice)	18,204	MRI	10,403
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3.	There is no clarity on the government free patient cap % (Page No. 58).	<p>Before implementation of RGJAY scheme –</p> <p>Provisions of Clause 16.4 of the Concession Agreement shall apply</p> <p>After implementation of RGJAY scheme –</p> <p>The cap on Free Patients (as defined in Schedule 11 of the Concession Agreement) who are not covered under the RGJAY scheme shall be 10% of Annual Equipment Capacity (as defined in response to Query 2 above).</p>
4.	If tele-radiology solution is possible to implement then will the staffing criteria requirement is allowed to reduce due to this. (Staffing Requirement – Page 138)	<p>Concessionaire shall have to comply with the Revised Schedule 3 – Staffing Norms throughout the Concession Period. Revised Schedule 3 provided in See Annexure I.</p> <p>The Concessionaire shall deploy adequate qualified Clinical and Non-clinical staff at each Diagnostic Centre to ensure compliance with provisions of the Concession Agreement. The Clinical staff should be qualified and registered with appropriate authority, as per Industry Practices</p>
5.	How the exact re-imburement will happen for patient under the Rajiv Gandhi Jeevandayee Arogya Yojana (RGJAY) Scheme i.e. will it be paid by Government or Insurance Company (Page No. 168)	Reimbursement mechanism under the RGJAY scheme is mentioned in Clause 20.1.3 of the Concession Agreement.
6.	Details about Rajiv Gandhi Jeevandayee Arogya Yojana (RGJAY) Scheme to be provided (incl. applicable charges) (Page No. 169)	Details for the RGJAY scheme and the applicable charges are uploaded on the Department's website as Corrigendum III and Attachment to Corrigendum III
7.	One of the hospital site (in Osmanabad) is not yet constructed. How this will be addressed / handled in the execution phase if the site is not ready till then (Point No. 5 of response to Pre-bid questions)	The Hospital at Osmanabad shall be ready by June 2012
8.	It is market approach for contracts of this nature (i.e) where the Concessionaire is taking volume risk to concentrate on output (as opposed to input) requirements. Would the Authority consider adopting this approach in the Concession Agreement?(Pages 28 – 29, regarding 5.4)	Please refer reply to Query 1
9.	In case of failure to remedy minor faults (e.g. for faults which do not impede the ability to reach the KPI's but are difficult to repair): what share of the performance security will be seized? Would the	<p>Revised Clause 13.1.3 of Concession Agreement –</p> <p>In the course of joint inspection, the Authority and the Concessionaire shall draw up a list of minor defects and the schedule in which such minor defects shall be</p>

Sr. No.	Queries	Response
	Authority consider ruling out termination or suspension in case of minor faults? (Page No.. 49, regarding 13.1.3)	remedied by the Concessionaire. It is being agreed that all such minor defects shall have been remedied within 2 (two) months of the Commercial Operations Date <i>or any such extended period time as mutually agreed between the Authority and the Concessionaire</i> for the said Diagnostic Centre. Failure to have remedied all defects within the agreed schedule shall constitute a Concessionaire Event of Default.
10.	Would the Authority consider clarifying the divestment requirements?(Page no. 87, Regarding clause no. 26.1)	<p>Revised provisions regarding disinvestment shall be as under:</p> <ul style="list-style-type: none"> • After the expiry of Concession Period, the Concessionaire shall be entitled to remove the Diagnostics Equipment from the Diagnostic Centres and take back the possession of the Diagnostic Equipment. • The Concessionaire shall, within sixty (60) working days from the expiry of Concession Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted. • If the Concessionaire does not, within sixty (60) working days from the expiry of Notice Period, vacate the Project Site and handover the possession of the Project Site to the Authority in good condition, normal wear and tear accepted, the Concessionaire shall pay to the Authority liquidated damages of Rs. 5000/- (Rupees Five Thousand Only) for each day beyond above said sixty (60) working days till the date the possession of the Project Site is handed back to the Authority.
11.	Would the Authority consider taking the responsibility of clarifying the responsibility for maintaining the provided rooms in the condition as provided at the beginning of operations (e.g. with regard to remedy any deterioration of the building due to causes outside the control of the Concessionaire)? Page no. 53 , Clause No. 16)	The Authority shall be responsible for ensuring that the Project Site is free from any structural defects throughout the Concession Period
12.	Would the Authority consider clarifying the criteria to determine Denial of Service? Ref Page no. 57 & page no. 59 Clause no. 16.1.1	Existing Clause in Concession Agreement is self-explanatory
13.	Key Performance Indicators: exact definitions and any changes shall be mutually agreed. Ref Page no. 53 reg. 16.1.1 between k and l	Existing Clause in Concession Agreement is self-explanatory

Sr. No.	Queries	Response
14.	There is no specific period to submit the updated report. Ref Page no. 45 Section11.2	Updated Report within 30 (thirty) business days of the receipt of the comments from the Monitoring Committee
15.	Section 14.2 Damages for Delay: we need clarification on the period is it 30 days from the Scheduled Completion Date or 90 days as mentioned in clause 11.3	<p>The Damages for Delay as per Clause 14.2 of the Concession Agreement shall be payable from the 31st day from the Scheduled Completion Date and upto the 90th day from the Scheduled Completion Date. Post the 90th day, the Authority shall be entitled to invoke the Performance Security and terminate this Concession Agreement</p> <p>Damages for delay shall be computed as under:</p> <p>Damages for Delay per Diagnostic Centre = Proportionate Factor x 0.10% of the amount of the Performance Security x No. of days of delay</p> <p>Proportionate Factor =</p> <p>No. of Beds in a particular subject Hospital</p> <p>-----</p> <p>Total No. of Beds in all Hospitals in the subject Cluster</p> <p>For the avoidance of doubt, the Concessionaire shall be liable to separately pay to the Authority, Damages for each Diagnostic Centre in respect of which COD is delayed.</p>
16.	Does the Consortium mean an SPV (Special Purpose vehicle)? We request SPV not to be made as a mandatory clause	In case the Bidder is Single Bidder, SPV shall not be mandatory. In case the Bidder is a Consortium, SPV is mandatory
17.	In case of delay in development period due to is authority approvals lead to extension of the Concession period. How this is to be considered or modified from vendor view point? Page no. 78 clause 23	<p>In case of delay due to the Authority, the Concession Period shall be extended proportionately by the period computed as under -</p> <p>Extension of Concession Period for Cluster (in days) = Proportionate Factor x Delay (in days) attributable to the Authority in achieving Schedule Completion Date for the subject Diagnostic Centre</p> <p>Proportionate Factor =</p> <p>Total No. of Beds in a affected subject Hospital</p> <p>-----</p> <p>Total No. of Beds in all Hospitals in the subject Cluster</p>

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		The Extension of Concession Period shall be calculated separately for each affected Diagnostic Centre and summed together to arrive at total Extension of Concession Period
18.	Do we also have to service the existing X-ray machines and Doppler's ultrasound at ANC?	The Concessionaire shall not be responsible for servicing existing X-ray machines and Doppler's ultrasound at ANC
19.	We suggest liability of a party shall be restricted to the scope of work performed for example an O&M contractor shall be liable for his scope only?	Existing condition in Concession Agreement prevails
20.	Would request you to consider the dispute resolution mechanism shall be in accordance with the Arbitration Act 1996	<p>Arbitration</p> <p>In the event of failure to settle the Dispute amicably between the parties, the same shall be referred to an authorized representative of Public Health Department, Government of Maharashtra.</p> <p>If the Dispute is still not settled, the Dispute shall be referred to three (3) arbitrators for final resolution, one each to be appointed by the Authority as well as the Concessionaire and the third one to be appointed jointly by the two arbitrators appointed by the Authority and the Concessionaire. The arbitration proceedings shall be governed under the Arbitration and Conciliation Act, 1996 or any re-enactment or statutory modification thereof for the time being in force.</p>
21.	As per the interpretation Clause 1.2.1 F, Is it mandatory to upgrade the equipment Installed during the concession period of 10 years?	The Concessionaire shall be required to Update / Upgrade the Diagnostic Equipment (except for Hardware upgrades) so as to ensure compliance with the Concession Agreement throughout the Concession Period.
22.	In view of CGHS rates being published and applicable the CAP on free cases should be clearly defined and capped to 10% or less.	Please refer reply to Query 3
23.	We should be allowed to appoint a service provider based on the years of experience of radiologist working / appointed within the service provider outfit with each modality of CT- 64 slice, MRI-1.5 Tesla, Mammography, X ray and USG. It should not be restricted to experience of running a centre with all the above for 2 yrs alone as that will limit the range of service provider combination, especially considering that	<p>Revised Clause 2.2.7 (a) of RFP</p> <p>The Bidder, by submitting its Bid, shall be deemed to acknowledge and agree that for the entire period starting from the date of commercial operation of the Project till the Concession expiry date, it shall enter into operation and maintenance (O&M) agreement(s) with an entity / entities employing a Radiologist (with the minimum qualifications as indicated in Schedule 3 – Staffing Norms) and experience in operating the</p>

Sr. No.	Queries	Response						
	rural districts have to be serviced.	following diagnostic equipments: <ul style="list-style-type: none"> • X – Ray machine • CT Scan • Ultrasonography – Colour Doppler • MRI 						
24.	<p>With respect to site inspections, our project management teams have already started visiting various sites. They are contacting the designated contact persons. However we are encountering difficulties in getting the required information with respect to site identification, hospital refusing to entertain us stating that they are not aware about such a PPP project or do not have any information / directives for providing information. In some cases we are being asked to build separate buildings. We request you to kindly instruct these hospitals to provide / identify locations for various equipments in line with the bid proposal. Such instances result in inadvertent delays and results in extra visits by our teams. Considering the size and complexity of the project and the onsite difficulties encountered, we once again request you to kindly extend the date for submission from 9th Dec 2011 to a minimum of 45 – 50 days from the final clarification and amendment document on this RFP / CA</p>	<p>Department will provide necessary support.</p> <p>Timeline for submission of bids to be provided on 28th November, 2011</p>						
Bidder 2								
25.	Scan Charges (Schedule 6) are unviable	<p>Scan charges shall be levied as under :</p> <table border="1" data-bbox="802 1493 1458 1860"> <tbody> <tr> <td data-bbox="802 1493 935 1619"></td> <td data-bbox="935 1493 1114 1619">RGJAY Eligible Patients</td> <td data-bbox="1114 1493 1458 1619">Reimbursement as per RGJAY scheme rates</td> </tr> <tr> <td data-bbox="802 1619 935 1860">IPD Patients</td> <td data-bbox="935 1619 1114 1860">RGJAY Ineligible Patients</td> <td data-bbox="1114 1619 1458 1860">To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule 11 who are not covered by RGJAY)</td> </tr> </tbody> </table>		RGJAY Eligible Patients	Reimbursement as per RGJAY scheme rates	IPD Patients	RGJAY Ineligible Patients	To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule 11 who are not covered by RGJAY)
	RGJAY Eligible Patients	Reimbursement as per RGJAY scheme rates						
IPD Patients	RGJAY Ineligible Patients	To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule 11 who are not covered by RGJAY)						

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		OPD Patients	Free Patients (as indicated in Schedule 11)	To be serviced free of cost. No fee to be collected / no reimbursement from the Authority												
			Other Referral Patients	To be charged as per rates indicated in Schedule 6–User Charges												
			Private Patients	Concessionaire to determine User Charges												
26.	Reimbursement method for state notified free patients (Schedule 11). How will state Govt. reimburse these patients and what is the penalty for delay in payment coming from Govt.?	Please refer reply to Query 5														
27.	RGJAY (Rajeev Gandhi Jeevandayee Arogya Yojana) – What are the timelines for its implementation for the first 8 districts and for the rest of the state?	<p>Phase I of the RGJAY scheme shall be rolled in 8 districts starting March 1, 2012. Hospitals which will be covered under Phase I of RGJAY are as under:</p> <table border="1" data-bbox="802 1003 1463 1381"> <thead> <tr> <th data-bbox="802 1003 1167 1066">Hospital</th> <th data-bbox="1167 1003 1463 1066">Zone</th> </tr> </thead> <tbody> <tr> <td data-bbox="802 1066 1167 1129">General Hospital Malvani</td> <td data-bbox="1167 1066 1463 1129">Zone I</td> </tr> <tr> <td data-bbox="802 1129 1167 1192">District Hospital Alibag</td> <td data-bbox="1167 1129 1463 1192">Zone II</td> </tr> <tr> <td data-bbox="802 1192 1167 1255">District Hospital Gadchiroli</td> <td data-bbox="1167 1192 1463 1255">Zone II</td> </tr> <tr> <td data-bbox="802 1255 1167 1318">District Hospital Amravati</td> <td data-bbox="1167 1255 1463 1318">Zone I</td> </tr> <tr> <td data-bbox="802 1318 1167 1381">Women’s Hospital Amravati</td> <td data-bbox="1167 1318 1463 1381">Zone I</td> </tr> </tbody> </table> <p>Subsequent districts will be covered by the scheme in a phased manner.</p> <p>In case the RGJAY scheme does not become applicable to any particular Hospital (as defined in the Concession Agreement) by the Commercial Operations Date, the Annual Premium payable by the Concessionaire for that particular financial year shall be reduced using the following formula:</p> <p>Reduction in Annual Premium = Proportionate Factor x Annual Premium applicable for the year</p> <p>The Reduction in Premium shall be calculated separately for each affected Diagnostic Centre and summed together to arrive at total Reduction in Annual Premium</p>			Hospital	Zone	General Hospital Malvani	Zone I	District Hospital Alibag	Zone II	District Hospital Gadchiroli	Zone II	District Hospital Amravati	Zone I	Women’s Hospital Amravati	Zone I
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		<p>In case the RGJAY scheme becomes applicable mid-way during any particular financial year, the Annual Premium for the subsequent financial year shall be increased by the following amount:</p> <p>Additional Annual Premium = Proportionate Factor x Annual Premium applicable for the preceding year x (No. of Days for which the RGJAY scheme was applicable in the preceding year / 365)</p> <p>Proportionate Factor =</p> <p>No. of Beds in a particular subject Hospital</p> <p>-----</p> <p>Total No. of Beds in all Hospitals in the subject Cluster</p>
28.	RGJAY (Rajeev Gandhi Jeevandayee Arogya Yojana) – Applicable reimbursement rates are not mentioned, without which the expected revenues cannot be calculated.	Please refer reply to Query 6
29.	Suggestion: CGHS, Mumbai rates should be used for benchmark for all the scan charges and the reimbursements for free patients. (Refer to Annexure 2- CGHS, Mumbai Rate list)	Please refer reply to Query 6. Existing Clause in Concession Agreement to prevail
30.	On page 38, Article 8.1.5 (Article 8 – Disclaimer) Medico-legal liability is with the “Concessionaire”. While on Page 54, Article 16.1.1 (e) Medico-Legal Cases – it is with the “Hospital”. Suggestion: The Medico-legal liability has to be taken care by the Hospital or the Clinical Provider	<p>Revised Clause 8.1.5 of Concession Agreement –</p> <p>Subject to the provisions of Article 16.1.1 (e), the Concessionaire understands and acknowledges that for the Medical Services it has the obligation to perform under this Agreement constitute medical acts that may give rise to professional liability for the Concessionaire and for its individual staff, and nothing in this Agreement shall be construed as transferring to either the Authority or any of the Hospitals any liability to third parties for any of the Medical Services.</p>
31.	While the Concessionaire loses the performance security amount for not meeting the CPs, the penalty for not meeting the CPs for the Authorities within the stipulated time is not mentioned. Incidentally the Concessionaire has to seek over 30 permission/ approvals /permits before starting the diagnostic centre. Suggestion: The agreement needs	<p>Existing Clause 4.1.6 of the DCA stands deleted</p> <p>Revised Clause 4.1.6 of Concession Agreement –</p> <p>Damages for delay by the Authority</p> <p>In case of delay on behalf of the Authority, the Concession Period shall be extended proportionately by the period computed as under -</p> <p>Extension of Concession Period for Cluster (in days) =</p>

Sr. No.	Queries	Response
	to be in the spirit of partnership and hence should be made equitable	<p>Proportionate Factor x Delays (in days) attributable to the Authority in satisfying Conditions Precedent for the subject Diagnostic Centre</p> <p>The Extension of Concession Period shall be calculated separately for each affected Diagnostic Centre and summed together to arrive at total Extension of Concession Period</p> <p>New Clause 4.1.7 of Concession Agreement – Damages for delay by the Concessionaire</p> <p>In case delay on behalf of Concessionaire, the Damages for Delay shall be calculated proportionately, detailed as follows -</p> <p>Damages for Delay per Diagnostic Centre = Proportionate Factor x 0.10% of the amount of the Performance Security x No. of days of delay</p> <p>The Damages for Delay shall be calculated separately for each affected Diagnostic Centre and summed together to arrive at total Damages for Delay</p> <p>Proportionate Factor =</p> <p>No. of Beds in a particular subject Hospital ----- Total No. of Beds in all Hospitals in the subject Cluster</p>
32.	<p>Clinical Staff (17 people for site with CT + MR) & Non-Clinical Staff (14 people per site irrespective of the equipments)</p> <p>Suggestion: Leave that to the operator, just measure the service expected vs. services delivered.</p>	Please refer reply to Query 4
33.	Equipment Specifications: Added in Annexure 1 are the queries/suggestions on the various Equipment specifications.	Final specifications to be provided on 28 th November, 2011
34.	Whether Octroi Duty exemption certificate will be provided wherever applicable as per present policy in Maharashtra?	Octroi Duty exemption certificate will be provided by the Authority.
35.	<p>The draft Concession Agreement is aligned towards giving Govt. power to micro-manage and control the “inputs” of the private party, instead of focusing on the desired “outputs” (Facilities, service quality, turn-around time, NABMIS certified etc)to be achieved under the PPP. For example</p> <ul style="list-style-type: none"> Page 18 –Performance includes Point 	<ul style="list-style-type: none"> Please refer reply to Query 21 Please refer reply to Query 4 Requirements for submission of Financial Model and Financial Terms stands deleted

Sr. No.	Queries	Response
	<p>o. "Upgrade Software of Diagnostic Equipments at regular intervals of 3 year or less of Commercial Operations Date"</p> <ul style="list-style-type: none"> • Page 28 – Change in Key Personnel • Page 65 – 18.1 - Financial Close – Concessionaire should submit its Financial terms, Financial Model (given by project lenders) to the Authorities. 	
Bidder 3		
36.	<p>Clause 2.2.7 a: Operated & Maintained at least X – Ray machine - One 500 mA Digital Radiography (DR) X-ray system. DR are not very common in Indian diagnostic centers. This will limit participation. Please change DR to X-ray system</p>	Please refer reply to Query 23
37.	<p>Point 3 and Clause 16.4.1 of Concession Agreement: Cap for Govt patients (free + paying). Please explain. Capacity and actual patient volume at a particular centre can be hugely different, hence linking free patients and total referrals from hospitals is not advisable. The cap on free patients should be linked to the actual volume of patients scanned in a particular month / quarter.</p>	Please refer reply to Query 3
38.	<p>Point 17, Clause 7.1k and Clause 7.1m of Concession Agreement: In a Consortium the equity requirements of partners become redundant. In a consortium the roles and responsibilities of the Partners can be clearly defined and shall have a contractual obligation to the State Government.</p>	Existing clause in Concession Agreement prevails
39.	<p>Point 27: Need more clarity. Can a consortium add a partner post award of contract? Here the assumption is that the total Partners to the Consortium will remain as three.</p>	Provisions of Clause 7.1 k prevail
40.	<p>Annexure 2 - Free scans to be done for 18 categories of patients. Please define an upper limit for free scans otherwise the viability of operations for Private Partner would be a major challenge and would</p>	Please refer reply to Query 3

Sr. No.	Queries	Response												
	discourage participation.													
41.	Bid submission time should provide at least one month after all amendments to the Concession Agreement and RFP Terms and Conditions have been done and frozen.	Timeline for submission of bids to be provided on 28 th November, 2011												
42.	Why is there 10% and 20% reduction in 2008 CGHS rates for Zones II & III when these rates itself are very aggressive and should be revised upwards for viability of the project	Provision as per the agreement entered into by the Government of Maharashtra and the Insurer (for the RGJAY scheme)												
43.	Point 4: "Also these rates would be revised as & when the CGHS rates are revised." contradicts Point 2 of Pre-bid MOM saying "User charges for Government referred patients shall be revised every two years based on mutual agreement between the Authority and the Concessionaire. Also contradicts clause 20.1.2 of CONCESSION AGREEMENT. We suggest that the scan charges should be CGHS rates at the time of bidding and should be revised every 2 years through mutual consent of the Private Partner and Authority.	<p>User charges specified in Schedule 6 shall be revised as per the provisions of Clause 20.1.2.</p> <p>Charges under RGJAY scheme shall be as per the provisions of the RGJAY scheme</p> <table border="1" data-bbox="802 877 1458 1654"> <tbody> <tr> <td data-bbox="802 877 935 1213" rowspan="2">IPD Patients</td> <td data-bbox="935 877 1114 999">RGJAY Eligible Patients</td> <td data-bbox="1114 877 1458 999">Reimbursement as per RGJAY scheme rates</td> </tr> <tr> <td data-bbox="935 999 1114 1213">RGJAY Ineligible Patients</td> <td data-bbox="1114 999 1458 1213">To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule 11)</td> </tr> <tr> <td data-bbox="802 1213 935 1654" rowspan="3">OPD Patients</td> <td data-bbox="935 1213 1114 1402">Free Patients (as indicated in Schedule 11)</td> <td data-bbox="1114 1213 1458 1402">To be serviced free of cost. No fee to be collected / no reimbursement from the Authority</td> </tr> <tr> <td data-bbox="935 1402 1114 1562">Other Referral Patients</td> <td data-bbox="1114 1402 1458 1562">To be charged as per rates indicated in Schedule 6 – User Charges</td> </tr> <tr> <td data-bbox="935 1562 1114 1654">Private Patients</td> <td data-bbox="1114 1562 1458 1654">Concessionaire to determine User Charges</td> </tr> </tbody> </table>	IPD Patients	RGJAY Eligible Patients	Reimbursement as per RGJAY scheme rates	RGJAY Ineligible Patients	To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule 11)	OPD Patients	Free Patients (as indicated in Schedule 11)	To be serviced free of cost. No fee to be collected / no reimbursement from the Authority	Other Referral Patients	To be charged as per rates indicated in Schedule 6 – User Charges	Private Patients	Concessionaire to determine User Charges
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44.	Please explain the significance of Notes I, II and III. In Our opinion the rates should be uniform across various Hospitals since the equipment desired and the investment made would be of the same magnitude across all hospitals	Please refer reply to Query 42												

Sr. No.	Queries	Response
45.	Reference, Recital D page: Although this point and other points in Concession Agreement are saying Consortium but it is actually implying forming an SPV.	Please refer reply to Query 16
46.	Clause 3.1.2(h) Encumbrance: The Concessionaire should have the ability to create a charge over the Diagnostic Equipments in relation to securing financing for the project.	The Concessionaire shall be allowed to create charge over the Diagnostic Equipment to secure financing for the project
47.	Clause 4.1.3(b): Clause 2.2.7(a) of the RFP should be changed as suggested above	Please refer reply to Query 23
48.	Clause 5.4: Qualifications of staff to be employed are already laid down. Beyond this there should be no interference in decisions pertaining to hiring staff and Key Personnel	Please refer reply to Query 1 and Query 4
49.	Clause 6.2: existing machines should either be transferred to the Concessionaire or be allowed to operate for 6 months after the start of operations in any particular hospital ensuring smooth transition and to avoid any inconvenience to the patients. Beyond 6 months the Concessionaire could buy them at the book value if hospital is willing to sell them.	The Authority shall remove all existing equipment, articles etc. at its own cost from the Project Site and transfer them to other facilities, as desired by the Authority. Existing clause in Concession Agreement prevails
50.	Clause 14.2: Delay in Commercial Operation Date penalty should be applicable to both Concessionaire and the Authority.	Please refer reply to Query 17 and Query 31
51.	Clause 16.1.1(h): License granted cannot be for „right to copy□ has to be limited to „right to use□.	Agreed
52.	Clause 16.1.(aa): The concessionaire should run the equipment till the equipment is working and serviceable or till the end of contract duration.	Existing clause in Concession Agreement prevails
53.	Clause 23.1 & 23.2: Provides for compensation by Concessionaire but does not provide for compensation by Authority to Concessionaire if there is a breach by the Authority. It should be applicable to both the parties.	In the event that a material default or breach of this Agreement by the Authority causes delay in achieving COD or leads to suspension of collection of User Charges, the Authority shall extend the Concession Period by the period as computed below - Extension of Concession Period for Cluster (in days) =

Sr. No.	Queries	Response
		<p>Proportionate Factor x Number of days for which Breach of Agreement persists.</p> <p>Proportionate Factor =</p> <p>Total No. of Beds in a affected subject Hospital</p> <p>-----</p> <p>Total No. of Beds in all Hospitals in the subject Cluster</p> <p>The Extension of Concession Period shall be calculated separately for each affected Diagnostic Centre and summed together to arrive at total Extension of Concession Period</p>
54.	Clause 25.3.2: Please add the point that "Performance Security will be returned if termination happens on account of default by the Authority".	Agreed. The Performance Security shall be returned if termination happens on account of default by the Authority
55.	Clause 26.1.1(e): Why is this clause required? Upon termination of the contract the Diagnostic Equipment will be taken back by the Concessionaire in terms of the Concession Agreement.	Please refer reply to Query 10
56.	Clause 29.2: There has to be similar clause providing for indemnity from the Authority to the Concessionaire.	Existing clause in Concession Agreement prevails. Refer Clause 29.1.2
57.	Clause 4.1.6 c: In case Authority terminates the Agreement without any fault of the Concessionaire by giving 30 days□ notice, the Authority should adequately compensate the Concessionaire for the investments in the Project.	Existing clause in Concession Agreement prevails
58.	Clause 11.2 a: This should be at least 60 days	Accepted.
59.	Clause 11.3.2: Development period should be in a phased manner and should extend till 12 months per Zone.	Existing clause in Concession Agreement prevails
60.	Clause 12.2: This will unnecessarily create complications and delay the Project. The development would only start when Authority grants permission to Concessionaire to start work (ref Clause 11.2 b).	Existing clause in Concession Agreement prevails

Sr. No.	Queries	Response					
61.	Clause 13.1.1 and 13.1.2: These could delay the project. Also these clauses are not required as once project is awarded the Concessionaire will operate as per the norms of the CONCESSION AGREEMENT and any deviation by him will result in penalties.	Existing clause in Concession Agreement prevails					
62.	Clause 15.1: Change in scope should be on mutual basis	Change in Scope shall be on a mutual basis, as per the provisions of Clause 15.2 of Concession Agreement					
63.	Clause 16.1.1 d: There should be time limit only for applying for relevant Accreditations. Receiving Accreditations will not be under the control of the Concessionaire.	<p>Accreditation</p> <p>In addition to complying with the Applicable Laws including all mandatory standards and accreditation, the Concessionaire shall apply to the National Accreditation Board for Medical Imaging Services (NABMIS) accreditation within 6 (six) months of the COD (or any such minimum time as stipulated by the Accreditation body) for each Diagnostic Centre and shall ensure NABMIS accreditation within such time period as prescribed in the applicable regulations. The Hospitals shall use their best efforts to assist the Concessionaire in obtaining this accreditation.</p>					
64.	Equipment specifications mentioned in Schedule 2 are appearing to be tilted towards one company. Kindly amend the equipment specifications so that all companies should consider supplying their latest equipment for this PPP Project so that maximum benefit is passed on to your patients, resulting in faster and accurate diagnosis	Final specifications to be provided on 28 th November, 2011					
65.	Specification of Mammography machine in the CONCESSION AGREEMENT says "To be provided at a later date"	Final specifications to be provided on 28 th November, 2011					
66.	Reference Schedule 6 of CONCESSION AGREEMENT and Corrigendum 3: All Hospital or Government "Referral Patients" should be pay CGHS rates for their scans. Schedule 6 (CONCESSION AGREEMENT) rates are very low and will create a big viability issue for the Service Provider Partner. In fact, the Service Provider Partner will not be able to even recover his consumable cost per scan by charging such rates.	<p>Concessionaire shall levy User Charges as per the following table:</p> <table border="1" data-bbox="802 1566 1463 1892"> <tbody> <tr> <td data-bbox="802 1566 971 1692" rowspan="2" style="text-align: center; vertical-align: middle;">IPD Patients</td> <td data-bbox="971 1566 1140 1692">RGJAY Eligible Patients</td> <td data-bbox="1140 1566 1463 1692">Reimbursement as per RGJAY scheme rates</td> </tr> <tr> <td data-bbox="971 1692 1140 1892">RGJAY Ineligible Patients</td> <td data-bbox="1140 1692 1463 1892">To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule</td> </tr> </tbody> </table>	IPD Patients	RGJAY Eligible Patients	Reimbursement as per RGJAY scheme rates	RGJAY Ineligible Patients	To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule
IPD Patients	RGJAY Eligible Patients	Reimbursement as per RGJAY scheme rates					
	RGJAY Ineligible Patients	To be charged as per rates indicated in Schedule 6 – User Charges (except for Free Patients as indicated in Schedule					

Sr. No.	Queries	Response		
				11)
		OPD Patients	Free Patients (as indicated in Schedule 11)	To be serviced free of cost. No fee to be collected / no reimbursement from the Authority
			Other Referral Patients	To be charged as per rates indicated in Schedule 6 – User Charges
			Private Patients	Concessionaire to determine User Charges
67.	Responsibility of reimbursing the Service Provider Partner for patients availing claims through the Rajeev Gandhi Jeevodayee Arogya Yojana (RGJAY) should be of the respective Hospitals on a monthly basis.	Existing provisions of the Concession Agreement prevails.		
68.	Radiologist(s) experience of the O&M Service Provider (Clinical Service Provider) should be considered as the qualifying criteria of O&M Service Provider per Zone instead of the O&M Service Provider's company's experience.	Please refer reply to Query 23		

Annexure I

Revised Schedule 3 - Staffing norms

Details with regard to the qualifications and minimum number of Key Personnel which the Concessionaire shall deploy at each of the Diagnostic Centres are detailed below:

Table: Staff details

Staff	Minimum qualifications	Number of staff
CLINICAL STAFF		
Radiologists	MBBS degree from a recognized university and Postgraduate Degree in Radiology, with minimum of 2 years of clinical experience in the respective field. Or MBBS degree from a recognized university and Diploma in Radiology, with minimum of 5 years clinical experience in the respective field	As per applicable rules and regulations, including AERB guidelines

- *The Concessionaire shall also ensure as of the Commercial Operations Date, the Radiologist(s) either has experience or has procured necessary training for operating the Diagnostic Equipment to be installed at the Diagnostic Centres.*