



**GOVERNMENT OF West Bengal**  
**Department of Health & Family Welfare**

## **Request for Proposal**

**Selection of Private Partner for Establishment of Digital X-Ray  
(DR) services at Government Hospitals under Public Private  
Partnerships (PPP) – [ Number of Call -1<sup>st</sup> ]  
(CAPEX & OPEX by Private Partner)**

**Released on: 25-01-2018 ( Date of Publication)**

(Office of the CMOH  
Nandigram Health District  
Post- Nandigram  
District\_ Purba Medinipur  
PIN-721631)

Department of Health & Family Welfare,  
Government of West Bengal

**Phone: .03224 232207/ 03224 232122**

**TENDER NOTICE**

Office of the CMOH  
Nandigram Health District  
Post- Nandigram  
District\_ Purba Medinipur  
PIN-721631  
Department of Health & Family Welfare,  
Government of West Bengal

Memo no. CMOH(Ndgm)/Dev-06-04/PPP-171

Date: 25-01.2019

**Request for Proposal for Selection of Private Partner for establishment, Operation & Maintenance of Digital X-Ray (DR) services at Different Government Hospitals under Public Private Partnership (PPP)-EOM Model-( 1st Call )**

( Below is an Example ):-

Sl No	Name of Hospital	Service	Mode	NIT No
1	Contai SDH	Digital X-Ray (DR)	EOM	NDGM/PPP/4/2019

The document containing the scheme and the eligibility criteria of the applicants may be obtained from the web site [www.wbhealth.gov.in](http://www.wbhealth.gov.in) under the option 'TENDER' & <https://wbtenders.gov.in>

Interested Organizations may attend a Pre-BID meeting to be held on 13-.2-2019

The last date of receipt of EoI in the prescribed format online provided in the document for the scheme is 28-03-2019 till 5.00 p.m.

Sd/-

**Chief Medical Officer of Health  
Nandigram Health District**

The tender document for this may be downloaded from the website - <https://wbtenders.gov.in> & [www.wbhealth.gov.in](http://www.wbhealth.gov.in) in the tender section

The Department of Health & Family Welfare Department, Government of West Bengal, invites Request for Proposal in form of e-tender for the Selection of Private Service Provider for Establishment, Operation & Maintenance of Digital X Ray (DR) services at different Government Hospitals of West Bengal under Public Private Partnerships (PPP) in EOM model. ( Mention:- 1<sup>ST</sup> CALL )

## (CAPEX & OPEX by Private Partner)

The tender document for this may be downloaded from the website - <https://wbtenders.gov.in> & [www.wbhealth.gov.in](http://www.wbhealth.gov.in) in the tender section.

Establishment, Operation & Management of Digital X Ray (DR) services at different Government Hospitals of West Bengal under Public Private Partnerships (PPP) in EOM model is as detailed in the table below.

### A. LIST OF SCHEME:

Sl. No	Name of the work	Price of Technical & Financial Bid documents and other annexure (Rs.)	Period of Completion	Name of the Concerned Department	Eligibility of Contractor
1.	<p><b>Selection of Private Service Providers for Establishment, Operation &amp; Maintenance of Digital X Ray (DR) Services at Different Government Hospitals of West Bengal under Public Private Partnerships (PPP)</b></p> <p>(EOM model)</p> <p><i>Name of the Hospitals with name of facility and mode of service ( EOM) are mentioned in 1.1 below</i></p>	NIL	1826 days from the date of signing the agreement for EOM partners.	<p>( Office of CMOH, Nandigram HD)</p> <p>Department of Health &amp; Family Welfare, Government of West Bengal</p>	The Organization (Limited Company / Private Limited Company/ Partnership or Proprietary Firm / NGO / Trust) must be registered under appropriate statutory authority of Government of West Bengal / Government of India or under Companies Act, and having the minimum qualifying criteria as mentioned in technical document of this document.

#### 1.1] NAME OF HEALTH FACILITIES FOR ESTABLISHMENT OF Digital X ray SERVICES-

( Table):-

SI No	Name of Hospital	Service	Mode	NIT No
1	Contai SDH	Digital X-Ray (DR)	EOM	NDGM/PPP/4/2019

**B. FACT SHEET**

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	25.01.2019 05.00 p.m
2.	Pre Bid Meeting, Meeting Hall at CMOH Office, Nandigram Health District, Post- Nandigram, District_ Purba Medinipur, PIN-721631	13.02.2019 Time :02.00 p.m.
3.	Last date of Receipt of any query by the private partner in relation to tender documents	20.02.2019 Time: 04.00p.m
4.	Date of incorporation of amendments, if any	26.02.2019 Time: 04.00p.m
5.	Bid submission start date (On line)	28.02.2019 Time: 10.00a.m
6.	Bid Submission closing (On line)	28.03.2019 Time: 05.00p.m
7.	Last date of submission of hard copies of Technical Bids	29.03.2019 Time: 05.00p.m
8.	Bid opening date for Technical Proposals (Online)	02.04.2019 Time: 12.00 noon
9.	Date for opening of Financial Proposal (Online)	To be announced later

\*Recommended interval between the events of the e tender as per FD norms.

**C. GENERAL GUIDANCE FOR E-TENDERING:**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the organization/ agencies to participate in e-Tendering.

Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbenders.gov.in> (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal.

**1. Digital Signature certificate (DSC):**

Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.

The organization / agencies can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website. This is the only mode of collection of Tender Documents.

## **2. Selection Process:**

Selection of the bidder will be finalized through Combined Quality cum Revenue Based System (CQCCBS) method. CQCCBS uses a competitive process among the prima facie qualified bidders, objectively taking into account the quality of a product (in this tender referred to the Technical parameters of the prospective bidders) and its cost of procurement (in this tender referred to the financial bid i.e. the concession fee/ premium to be offered by the prospective bidder). Evaluation of the offers would be carried out in two stages - first the Technical, and then the Financial. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals submitted by the bidders shall be opened only after completion of the technical evaluation, strictly in terms of the provisions contained in the Bid Document. Detail may be obtained from 'Terms of Reference' of this document.

**2.1. Selection Committee:** DoHFW herein represented by the District Authority / Hospital Authority shall form a Tender Selection Committee (SC) to undertake selection of the applicant for operation and management of the services under PPP.

## **2.2. Submission of Tenders:**

Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (**BID A**) & the other is Financial Proposal (**BID B**) [as BOQ] before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The bidders are advised to submit the bids well in advance of the deadline as the Health & Family Welfare Department; West Bengal herein represented by the District Authority / Hospital Authority will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.

### **2.2.1. Technical Proposal:**

The Technical proposal should contain the following documents in PDF format named as "BID-A **Technical Bid**": (All Annexure to be properly filled, scanned in readable format, digitally signed and uploaded as mentioned). Details regarding technical proposal may be obtained from 'Technical Bid' of this document.

### **2.2.2. Financial Proposal:**

a) Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).

b) The Concession Fee as premium shall be quoted separately for each of the facility in BOQ in Rupees INR.

c) It is to be noted that, the rate quoted in the BOQ will be treated as final. Details regarding technical proposal may be obtained from 'Financial Bid' of this document.

**2.2.3. EMD for successful participation in BID process:**

Earnest money Deposit for tendering for each facility is Rs 1,00,000/- (Rupees one lakh) only. An Organization may submit application for more than one hospital. However, ***the applicant shall have to submit separate application and separate EMD for each individual Digital X-Ray (DR) units in the hospitals as mentioned in the RfP documents.*** However a specific company/ Organization can not submit multiple bids for a single unit. Submission of Multiple bids may result in disqualification of candidature and also liable to be blacklisted by the company. Details regarding process of submission of EMD may be obtained from ‘Terms of Reference’ of this document.

**1 EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F ( Y) dated 28<sup>th</sup> July 2017.**

**2. In addition to e- submission hard copies of Technical bid needs to be submitted by hand in sealed cover.** The application is to be submitted in the prescribed format containing general and technical information along with copy of documents to be submitted as per Annexure-II. This application is to be sealed and super scribed:

**“Application for establishment of Digital X-Ray (DR) Services in EOM model under Public Private Partnership at [insert Name of the facility/ Hospital] from [insert Name of the participating organisation name]”**

(“General and Technical Information”)

**The Address for Submission of Technical Bid in Offline Mode:**

**( Office Address of Tender Inviting Authority)**

(Office of the CMOH, Nandigram Health District, Post- Nandigram, District\_ Purba Medinipur, PIN-721631)

**3. The EMD of the selected applicant will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F ( Y) dated 28<sup>th</sup> July 2017.**

**4. The EMD of the selected applicants may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions and/or fails to furnish Performance Security as per the terms and conditions.**

Interested Organizations desiring to undertake physical inspection of the Hospital before submission of the EoI as well as for any clarification, if required, relating to the scheme and filling of application may contact over Phone **9830836996 and 03220-257661**

*Complete sets of tender documents will be available for free download by interested bidders from <https://wbtenders.gov.in> & from the website of Department of Health – [www.wbhealth.gov.in](http://www.wbhealth.gov.in) under the tender option*

## **TERMS OF REFERENCE**

# **Establishment, Operation & Management of Digital X-Ray (DR) services at different Government Hospitals of West Bengal under Public Private Partnerships (PPP) in EOM model (CAPEX & OPEX by Private Partner)**

### **Glossary**

The words and expressions that are capitalized and defined in these Tender Documents shall, unless the context otherwise requires, have the meaning ascribed herein. Any term not defined in the Tender Documents shall have the meanings ascribed to it in the Main Contract.

<b>Bid</b>	Means each proposal submitted by a Bidder, including a Financial Bid, to be eligible for and to be awarded the Contract; and <b>Bids</b> shall mean, collectively, the Bids submitted by the Bidders.
<b>Bid Due Date</b>	Means the last date for submission of the Bids as specified in the Tender Notice, and as may be amended from time to time.
<b>Bidder</b>	Means a person that submits a Bid in accordance with the Tender Documents; and the term <b>Bidders</b> shall be construed accordingly.
<b>Bidding Process</b>	Means the bidding process that is being followed by the State Nodal Agency for the award of the Contract, the terms of which are set out in these Tender Documents.
<b>Agreement</b>	Means, contract to be signed between the H&FW Department and the selected bidder.
<b>Financial Bid</b>	Means submitted by the Bidder setting out the concession fee quoted by the Bidder.

<b>GoI</b>	Means the Government of India.
<b>OPD</b>	Means out-patient department.
<b>DH</b>	Means District Hospital
<b>SDH</b>	Sub Divisional Hospital
<b>SGH</b>	State General Hospital
<b>RH</b>	Rural Hospital
<b>BPHC</b>	Block Primary Health Centre
<b>Rupees or INR</b>	Means Indian Rupees, the lawful currency of the Republic of India.
<b>Services Agreement</b>	Means the agreement to be executed between the Insurer and an Empanelled Healthcare Provider, for utilization of the Cover by the Beneficiaries on a cashless basis.
<b>Service Area</b>	Means the State and districts for which this tender is applicable.
<b>Selection Committee (SC)</b>	Committee formed by the H&FW Department for Selection of Partner Capital Expenditure
<b>CAPEX</b>	Operating Expenditure
<b>OPEX</b>	Operation & Management
<b>O&amp;M</b>	Establishment, Operation & management.
<b>EOM</b>	Establishment, Operations & Maintenance mode
<b>Successful Bidder</b>	Means the Eligible Bidder that has been selected by Health & Family Welfare Department, West Bengal.
<b>Tender Documents</b>	Means these tender document issued by Health & Family Welfare Department, West Bengal.
<b>Tender Notice</b>	Shall mean the notice inviting tenders for the implementation of PPP Scheme under Health & Family Welfare Department, West Bengal.
<b>CAMC</b>	Comprehensive Annual maintenance Contract
<b>DLP</b>	Defect Liability Period.
<b>SSH</b>	Super Speciality Hospital
<b>CQCCBS</b>	Quality cum Cost Based Scoring

Please read this scheme document carefully before submission of the application.



The Department of Health & Family Welfare, Government of West Bengal, invites e-tender for the Selection of Private Service Providers for Establishment, Operation & Management of Digital X-Ray (DR) Services at Different Government Hospitals of West Bengal under Public Private Partnerships (PPP) (EOM model) relating to this e tendering some instructions may be followed by the organisations:

- 1) Please read this scheme document carefully before submission of the application.
- 2) **Complete sets of tender documents will be available for free download by interested bidders from web portal of ( <https://wbtenders.gov.in> ) & from the State Government website mentioned above.**
- 3) **It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.**
- 4) The bidders are advised to submit the bids well in advance of the deadline as the PPP Cell, Health & Family Welfare Department, West Bengal (herein represented by the Hospital/tender Inviting Authority) shall be not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.
- 5) **Bids can be submitted through the website of (<https://wbtenders.gov.in>).**
- 6) An Organization may submit application for more than one hospital. However, *the applicant shall have to submit separate application and separate EMD for each of the hospitals.*

In addition to e- submission of Technical bids, **hard copies of Technical bid needs to be submitted by hand in sealed cover.** The application is to be submitted in the prescribed format containing general and technical information along with copy of documents to be submitted as per Annexure-I This application is to be sealed and super scribed:

{ “Application for establishment of Digital X-Ray (DR) Services at [insert Name of the facility/ Hospital] from [insert Name of the participating organisation name]” }  
 (“General and Technical Information”)

**The Address for Submission of Technical Bid in Offline Mode:**

Office of the CMOH,  
Nandigram Health District,  
Post- Nandigram,  
District-Purba Medinipur,  
PIN-721631)

For any clarification, interested organizations may contact over Phone 9830836996/9732255903/ between Monday and Friday (10.30am – 5.00pm).

- 7) **Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).**
- 8) The last date for submission of application (hard copy) is the next working day of the e submission till 5.00 p.m.
- 9) If any of the documents as asked for are not submitted along with the application, the application form submitted by the applicant may be rejected.
- 10) Interested Organization may attend Pre-BID meeting as mentioned **in Fact sheet.**
- 11) Interested Organizations desiring to undertake physical inspection of the Hospital before submission of the EoI as well as for any clarification, if required, relating to filling of ***application may contact over Phone no 9830836996 between Monday and Friday (10.30am – 5.00pm)***
- 12) The EMD of the selected applicants may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions and/or fails to furnish Performance Security as per the terms and conditions.

**TENDER DOCUMENT****GOVERNMENT OF WEST BENGAL****DEPARTMENT OF HEALTH & FAMILY WELFARE****Table of Contents:**

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**The Scheme****1. Objective**

In the wake of increasing need for instituting proper and timely treatment protocol by the medical profession for the benefit of the patients, strengthening of services with an extensive range of investigation and diagnostic facilities at the Government Health Facilities is becoming more and more important. The Department of Health & Family Welfare (DoHFW), GoWB has acknowledged this need and initiated measures to reinforce the investigation facilities in the State enabling access to a broad range of diagnostic services by the patients at affordable cost while keeping provision for the poor with free services for these investigations.

- a. Access to advance diagnostic facilities at affordable cost is one of the important initiatives that DoHFW has undertaken for the benefit of the population at large. Already, DoHFW has

implemented schemes for operation of CT scan, MRI scan units, Digital X ray, and Dialysis as well as laboratory services at various levels of Government hospitals from Medical colleges to district level hospitals under PPP. In some cases State of art high end diagnostic and investigation facilities has been developed by procurement and installation of modern equipment by the department of Health & Family Welfare run in PPP mode by O&M (Operation & Maintenance) partners. Several MRI, Digital X-Ray (DR) centres as well as laboratory services including USG facilities have also been established in EOM ( Establishment, Operations & Maintenance mode) where equipment as per standard specifications have been procured and installed by the private partners in built up ready to use space provided by the DoHFW.

- b. The Govt of West Bengal is committed to provide, affordable, accessible, sustainable, high quality essential health care for all with Special focus on the poor, mother child and elderly, and those living in underserved areas. One of the special focus areas is to decongest tertiary care hospitals and also reduce out-of-pocket expenditure for patients and provide quality super speciality health care near to their door steps particularly in remote, backward and border area districts.
- c. In this context the DoHFW, Government of West Bengal has decided to setup a Digital X-Ray (DR) unit in the premises of Contai SDH, considering the fact that the Hospitals caters to a huge population of the area including the whole costal belt where the above mentioned Hospital is one of the important Healthcare facility.

## 2. Salient Features of the Scheme

- a) The scheme is governed under a legal instrument – an agreement signed by the concerned hospital authorities with the Private Partners. The agreement is valid for **five** years renewable thereafter for another term of five years based on performance appraisal and on mutual consent.
- b) The DoHFW, if it is so required, has the discretion to enter into a supplementary agreement with Private Partners incorporating certain new /amended clauses based on mutual consent of both parties. However the department will have the discretion not to issue further renewal of existing agreement if the PPP partners do not agree with the revised terms and conditions of supplementary agreement and the department shall be free to issue tender for selection of new Private partner prior to 60 days before expiry of existing agreement.
- c) The Private Service Provider need to communicate their intention for continuation of the agreement for another term at least six months prior to the end of the agreement to enable the DoHFW to initiate necessary actions in this respect in accordance with the provision of the existing agreement.
- d) The procurement of Digital X-Ray (DR) Machine with CAMC cost should be undertaken by the Private Service Provider (PSP). The specification of the equipment for Digital X-Ray (DR) machine is determined by the Technical Committee formed by H&FW, GoWB. The Technical Specification of the Digital X-Ray (DR) Machine as may be had from “**Technical Document**” of this Tender Document.
- e) There will be a two stage verification process for procurement and installation of the Digital X-Ray (DR) machine. Initially the selected vendor will upload copy of specifications of machines they intend to procure if selected as part of Technical BID documents which will be examined by the Tender Selection Committee in association with Technical experts and Bio-Medical engineers of the department. This will include documents related to total project cost .Only after clearance by the Tender Selection Committee and further departmental approval the Award of

Contract will be provided and the private service provider will be allowed to procure the machine. Again finally after installation of the unit the Partner will request for final commissioning of the units under Technical experts and Bio-Medical engineers of the department as per tendered specifications. Only after certification will the Partner be allowed to start functioning of the units. If there is any alteration or malingering reported by certifying authority nominated by the DoHFW in installation as per norms of the agreement Award of Contract will be terminated as per bad industry practice machine may be confiscated by the authority.

- f) The Private Service Provider is responsible for entire operation and management of these facilities with their own resources including deployment of Medical, Technical and other personnel. The Private Service Provider needs to comply with the relevant Clinical Acts, Laws and other applicable norms. It may also be mentioned here that the *Private Service Provider are required to deploy technical persons who have completed the relevant diploma courses conducted by State Medical Faculty of West Bengal or from institutions affiliated under State Medical Faculty of West Bengal or similar such standards as are acceptable to the signatory to the agreement on behalf of the DoHFW.*
- g) The selection of Private Service Provider for Digital X-Ray (DR) services for each of the hospitals in EOM mode will be undertaken by a selection committee formed by the DoHFW (herein represented by CMOH/ MSVP) based on competitive bidding as described in this document.
- h) The prospective bidders participating in the tender process will have right to visit the hospital site where the proposed Dialysis unit will be set up at a suitable date and time arranged with the respective Hospital Authority.
- i) The Private Service Provider will carry out all the required Digital X-Ray (DR) based on Government rates fixed by State level technical experts and approved by the DoHFW and incorporated in the agreement. The rates fixed for patients of the Government Hospital are much lower than the market rates. The service will be totally free to the patients referred from government hospitals and the partners will raise bills with all relevant documents to the hospital authority on monthly basis for payment.
- j) As part of the obligation of the agreement, the selected O&M partner will have to pay concession fee to the Rogi Kalyan Samiti (RKS) of the concerned hospital in each quarter. The concession fee will be **20% of the gross revenue including revenue generated from private cases in each quarter or a fixed amount quoted as Concession fees in each quarter whichever is higher.**
- k) **The competent authority of the Hospital on behalf of RKS shall monitor the operational activities of the services. In addition, a state level monitoring committee has also been formed for performance tracking.** Appropriate and approved software packages will be installed by the Private Service Provider to disseminate relevant information through on daily basis. The software so mentioned has been approved by the DoHFW and all kinds of transactions have to be done by the Private Service Provider using that software only so that web based monitoring at any point of time can be done by the concerned authorities of the DoHFW at the state level and at the hospital level
- l) The DoHFW ( **herein represented by the Hospital Authority** ) shall extend free services as described under Section 5b to all Government Hospital referred patients. The private Partners will raise bills against all patients referred from Government facilities on monthly basis to the

Hospital Authority within 10th working day of the subsequent month for necessary payment after verification of the bills by the account section of the hospital.

- m) An Organization may apply as EOM partner under PPP in one or more of the hospitals where Dialysis services are proposed if they meet the eligibility criteria. A single PPP partner can bid for multiple Digital X-Ray (DR) units in different hospitals also. However For each individual unit bid for separate EMD and Security deposit has to be paid as mentioned in the tender documents.
- n) The Private Service Provider may conduct investigations for patients referred by private practitioners/private hospitals. However they have to render service to the patients at the same rate as approved for Government cases. Also, patients of referred by the concerned government hospital will get priority for use of the services. The Government approved rate list has to be prominently displayed in the Digital X-Ray (DR) unit.
- o) The selected Private Service Provider, are required to keep a security deposit of Rs 10, 00,000/- Lakhs for Digital X-Ray (DR) machine installed by them through way of Bank Guarantee in favour of the DoHFW with any scheduled/nationalized Bank acceptable to DoHFW.
- p) The Private Service Provider will be responsible for proper maintenance and upkeep of the equipment and accessories procured by them in accordance with provision of the agreement .The cost of CAMC ( Comprehensive annual maintenance Contract ) has to be borne by the private partner and has to be paid by the service provider on regular basis as per rate contracted with the equipment supplier during procurement of the equipment .The document related to the payment of CAMC has to be submitted to the hospital authority for necessary record.

### 3. Role and Responsibilities of DoHFW and its various wings

- a) The DoHFW shall provide ready-to-use space as per technical specification for operation and management of the Digital X-Ray (DR) services to the selected Private Service Provider. Water supply will also be provided free of cost. However if there is implementation of provision of water tax as per Government rules, then Water meter have to be installed by the private service provider at their own cost and pay the water tax as per meter reading to concerned authority.
- b) The Private Service Provider will be required to install separate electric meter as described under Section '3 c' and pay consumption charges directly to the energy supplier as per prevailing rules of the energy supplier. Installation of electricity meter in its own name will be undertaken by the O&M/EOM partner as described under Section 3c. In case of installation of Sub-meter by the hospital authority under such circumstances where electric meter in own name may not be provided for time being the cost towards installation of such sub-meter shall be borne by the private partner. The Hospital Authority will raise bills as per reading in the sub-meter which has to be paid within due time by the private partner.
- c) Use of electricity will be allowed by the DoHFW ( **herein represented by the Hospital Authority** ) EOM partner will pay consumption charges directly to the energy supplier as per prevailing rules of the energy supplier. Necessary NOC from the competent authority of the concerned hospital will be provided to EOM partners for procurement of separate electric meter for which the applicable security deposit and installation charges within the operating rooms under PPP will be borne by the EOM partner. However, it is to be noted that the DoHFW shall

arrange at its cost installation of the electrical connection and augmentation if required up to the door step of the operating rooms for the facilities undertaken under PPP.

- d) The DoHFW shall incorporate the Standard Operating Procedures (SOPs) for each of the services to be followed by the concerned O&M / EOM partner. The Standard Operating Procedures (SOPs) for Dialysis services is as per recommendation of State Level Technical Experts and is widely circulated in the website of the Health Department.
- e) The DoHFW through RKS of the concerned hospital shall ensure implementation of the safety net for this scheme for the poor and vulnerable population as well as all patients eligible for free services as per present policy of the State Government and pay for the free services provided by the Private Service Provider in accordance with the provision of the scheme.
- f) The space will be provided by the Hospital authority of approximately 750 -800 sq ft for establishment and installation of Gantry unit, console system, UPS unit and Doctors/reporting room. Wall thickness as per specifications of AERB will be done by the hospital authority. However partners will be responsible for internal furnishing as per AERB guidelines including lead shielding of the doors.
- g) refer patients for free services in accordance with the provisions of this agreement;
- h) make timely reimbursement of the cost of free services provided by the Concessionaire in accordance with Article 6 of this agreement;
- i) ensure peaceful use of the Hospital Site and free access of all the equipments and accessories in the Hospital Site by the Concessionaire under and in accordance with the provisions of this Agreement without any hindrance from the Hospital Authority or any Governmental Agency or persons claiming through or under it/them;
- j) form a monitoring committee to oversee the operational activities of the **Digital X-Ray (DR)** services and ensure that the services are provided as per provisions of the agreement
- k) Monitoring installation of approved soft ware packages of the DoHFW for disseminating information on multiple parameters on operation and management for the **Digital X-Ray (DR)** services undertaken by the Concessionaire in the concerned hospital;
- l) monitor signing of the CMC by the Concessionaire with the supplier as per the contracted value three months prior to completion of warranty period;
- m) Facilitate integration of the Concessionaire and the supplier to ensure services as per provision of this agreement by the Concessionaire including maintenance of equipments.
- n) The DoHFW, if it is so required, has the discretion to enter into a supplementary agreement with Private partners incorporating certain new/ amended clauses based on mutual consent of both parties. However the department will have the discretion not to issue further renewal of existing agreement if the PPP partners do not agree with the revised terms and conditions of supplementary agreement and the department shall be free to issue tender for selection of new Private partner. Further the hospital authority may issue relevant notice 60 days prior to floating of e-tender for selection of new private partner on non compliance of revised terms and conditions as may be issued by the department.
- o) For the purpose of renewal of existing agreement the private partner has to apply to hospital authority 6 months prior to date of completion of existing agreement. The hospital authority shall

ensure proper and timely review of performance of the unit at least at an interval of six months. A hospital level monitoring committee should be constituted for this purpose under the MSVP/Superintendent of the hospital who will monitor the performance of the unit on regular basis and submit their report to the hospital authority.

- p) For purpose of review of performance important criterias like timely delivery of reports, collection of user charges as per government rates, proper display of rates in the facility, strict adherence to SOP while running the units, deployment of qualified manpower as per norms, regular payment of all dues including concession fees, electricity charges, CAMC charges, shall have to be considered.
- q) Income Tax deduction at source shall be made at prescribed rates from bidder's bills. The deducted amount will be reflected in the requisite form, which will be issued at the end of the financial year.

#### **4. Role and Responsibilities of Private Service Provider**

- a. For the unit to be made operational in EOM model where equipment procurement and installation is to be done by the selected Private Service Provider, they are required to keep a security deposit of Rs 10,00,000/- Lakhs by way of Bank Guarantee in favour of the DoHFW with any scheduled/nationalized Bank acceptable to DoHFW.
- b. The selected Private partner shall ensure that the concession fee is paid to the concerned RKS on quarterly basis within the 10<sup>th</sup> day of the 1<sup>st</sup> month of the subsequent quarter to be incorporated in the agreement. The concession fee will be **20% of the gross revenue including revenue generated from private cases in each quarter or a fixed amount quoted as concession fees in each in each quarter whichever is higher.**
- c. In case the private partner fails to pay the concession fees /20% of the gross revenue generated in the quarter whichever is higher within 10<sup>th</sup> of the first month of the subsequent quarter, interest @ 1% per month on the due concession fees will be imposed for each 15 days delay thereof subjected to a maximum allowable extension period of 3 months from last due date of payment of concession. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of e-tender for selection of new private partners will be initiated by the Hospital Authority/Department of Health & Family welfare. However penalty clause will be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the hospital authority in interest of public service. In case there is any deviation in service the hospital authority may initiate appropriate action in form of FIR and other relevant measures under rule of law including black listing of the private partner.
- d. In case hospital authority fails to clear the dues within the stipulated time and date interest @ 1% per month on concession fee may be charged for each 30 days delay and thereof. This is subjected to the clause that the private partners pay the quarterly premium and raise bills with all proper documents within stipulated time as mentioned in clause 5C.
- e. Installation of electricity meter in its own name will be undertaken by the O&M/EOM partner as described under Section 3b. In case of installation of Sub-meter by the hospital authority under such circumstances where electric meter in own name may not be provided for time being the cost towards installation of such sub-meter shall be borne by the private partner. The Hospital Authority will raise bills as per reading in the sub-meter which has to be paid within due time by the private partner.



- f. Water supply will also be provided free of cost. However if there is implementation of provision of water tax as per Government rules the Water meter have to be installed by the private service provider at their own cost and pay the water tax as per meter reading to concerned authority.
- g. The Private Service Provider will ensure back up power (generator services) for continuation of services in case of disruption in electrical power as per specifications and standard power requirement of the respective equipments
- h. The Private Service Provider will comply with all statutory requirements as applicable under The West Bengal Clinical Establishment Act 1950 and The West Bengal Clinical Establishment Rules 2003 as amended hereafter and other applicable Acts and Laws. It may be mentioned here that the service provider will have to comply with THE WEST BENGAL CLINICAL ESTABLISHMENTS (REGISTRATION, REGULATION AND TRANSPARENCY) Act, 2017. And subsequent rules as and when notified by the State Government.
- i. The Private Service Provider will also comply with the fire safety requirements as per West Bengal Fire Services Act, 1950 as amended up to date.
- j. Engagement of required medical, technical and other personnel for operation and management of the services will be ensured by the Private Service Provider in accordance with the relevant Clinical Establishment Acts and Norms.
- k. All the operational cost relating to functioning of each of the services including the cost of deployment of the personnel will be borne by the Private Service Provider.
- l. The Private Service Provider will ensure that the entire system operated by them are accessible for teaching and training purposes for undergraduates and postgraduates students at any point of time at pre-designed schedule.
- m. The Private partner, with the help and support of the DoHFW, shall also work out installation of multi facility monitoring mode and establish connectivity with other health facilities for transmitting the digital images undertaken for each of the investigations for the purpose of review and reports as and when required.
- n. Cases referred by the hospital authority shall be given priority in the diagnostics centre. No case duly referred by the hospital authority shall be delayed and hospital authority shall pay for all such cases within 20<sup>th</sup> day of the first month of the subsequent quarter subjected to timely payment of concession fees as per clause 5C by the private partner
- o. No book adjustments for free cases against the concession fee shall be allowed.
- p. In EOM type of units the selected private partners will have to procure the specified equipment and accessories and complete installation of the same and start patients *service within 3 months from the date of handing over ready to use space and required power at the facility as per standard specifications by the hospital authority after signing of a possession certificate.*
- q. For the Digital X-Ray (DR) unit the hospital authority will provide space as per AERB specifications .This includes 10 inches wall thickness of the room. Partners will be responsible for internal furnishing and refurbishing as per AERB guidelines including lead shielding of door. Internal wiring, fitting and fixtures in connection to electricity including air conditioning will be responsibility of the private partner.
- r. Technology Up Gradation:- The machine shall be suitably upgraded by the service provider under the following conditions: (i) Review by Technical experts appointed by the DoHFW upon assessing the

- need for a technology up gradation. (ii) Upon declaration of any national or international guidelines accepted by the government prohibiting the use of earlier (currently installed ) technology. (iii) After completion of 2 contract periods of 5 years each subjected to renewal of initial agreement by the hospital authorities the entire equipment and machinery have to be replaced by the private partner subjected to decision of DoHFW.
- s. The service provider will have to maintain an uptime of 90% with maximum 7 days of downtime at a stretch for Digital X-Ray (DR) machine of the facility. In case they fails to do so the provider will have to pay a sum equivalent to a average cost of Digital X-Ray (DR) multiplied by the total Digital X-Ray (DR) done per day during a given month for a machine, for each day of shut down beyond 7 days. If shut down extends beyond 30 days due to Technical/Administrative reasons on part of service provider, the contract may be cancelled. The provider shall make alternative arrangements for provisions of Digital X-Ray (DR) (including free transportation of patients) if machine are broken down for a period greater than 24 hours. The rates of Digital X-Ray (DR) as per contracted value in agreement will not change in any case.
  - t. The service provider shall provide a resuscitation facilities with crash cart for providing lifesaving support if required by patients within the Digital X-Ray (DR) facility.
  - u. The Private Service Provider will be responsible for proper maintenance and upkeep of the equipment and accessories procured by them in accordance with provision of the agreement .The cost of CAMC ( Comprehensive annual maintenance Contract ) has to be borne by the private partner and has to be paid by the service provider on regular basis as per rate contracted with the equipment supplier during procurement of the equipment .The document related to the payment of CAMC has to be submitted to the hospital authority for necessary record.
  - v. The Private Service Provider will obtain and maintain insurances within one month of start of operation of the services for the Hospital Sites including the equipments as per Good Industry Practice including insurances against damages to property due to force majeure, insurances against theft and loss of equipment and such other insurances as are required for the Services undertaken by the Private Service Provider
  - w. Service standards will be followed by the Private Service Provider in accordance with the Good Industry practices
  - x. Appropriate and approved software packages will be installed by the Private Service Provider to disseminate relevant information through on daily basis. The software as approved by the DoHFW will be used for all kinds of transactions done by the Private Service Provider so that web based monitoring at any point of time can be done by the concerned authorities of the DoHFW at the state level and at the hospital level. The cost of installation and maintenance of the software has to be borne by the private partner.
  - y. The EOM partner, with the help and support of the DoHFW, shall also work out installation of multi facility monitoring mode and establish connectivity with other health facilities for transmitting the digital images undertaken for each of the investigations for the purpose of review and reports as and when required.
  - z. The Private Service Provider will ensure that the services would be operational for the duration of time as prescribed under Section 11.

- aa. The Private Partner (PSP) shall ensure that the services operated by it shall be accessible for teaching and training purposes for undergraduate and postgraduate students as and where applicable and also for radiography students for their training as and when required.
- bb. The schedule for such teaching and training where utilization of the diagnostic facilities is mandated will be decided between the hospital authority or their authorized representatives and the private partner.
- cc. The Private Partner (PSP) shall also ensure that the unit operated by it in this Hospital will be integrated in the Teleradiology facilities as and when such facilities are considered by the DoHFW for implementation in future in this State for the purpose of review and reports as well as for training and teaching purposes for the radio diagnostic system

## 5. Policy on user charges, free services and payment

### User charges

- i. Private Service Provider will carry out all the required investigations based on Government rates fixed by State level technical experts and approved by the DoHFW and incorporated in the agreement. The rates fixed for patients of the Government Hospital are much lower than the market rates. The service will be totally free to the patients referred from government hospitals and the partners will raise bills with all relevant documents to the hospital authority on monthly basis for payment. No charges whatsoever will be collected by the private service provider from any patients referred from government facility and attending the respective units for necessary investigations. The approved department rates for Digital X-Ray (DR) services in EOM model (CAPEX by private partner) are provided in under Schedule 2 of this RfP document.
- ii. Rates should be prominently displayed by the Private Service Provider in the facilities where these services are provided.
- iii. The Private Service Provider may also extend the services to patients referred by private practitioners/private hospitals and charge, collect and retain user charges at the same rate as the approved Govt. rate. However, it is to be noted that patients of the concerned hospital will get priority for use of these facilities.

### b. Free Services

- i. The policy of free services shall be applicable to patients as per present free policy of the Government. These patients will be referred by the MSVP of the Medical College/Superintendent of the DH/SDH or his authorized representative, recommending for free services with the required hospital prescription / endorsement of the concerned patients. The Private partner shall undertake the specific test/s as prescribed by the concerned Doctor without charging any amount from such referred patient.
- ii. Patients receiving such free services should be provided with full 100 % free services i.e. no amount can be collected from such referred patients.
- iii. For the purpose of referral of government cases the hospital authority will issues Vouchers in fixed format as approved by DoHFW. The vouchers will be issued by the head of the institutions or

- his/her authorized representatives .The vouchers will be preserved by the PPP partners after conducting the prescribed investigations. The copy of such vouchers is to be produced along with other necessary documents to the hospital authority while producing claim for payment against free cases.
- iv. No Private partner shall refuse cases referred as “free” by the competent authorities of the Hospital as hospital authorities will make payments for all such cases to the Private Service Provider on quarterly basis and on production of bill and they will be given preference over the private cases.
  - v. The Private partner shall keep relevant record for such free services (e.g photocopy of prescription) / vouchers / endorsement the monthly information system shall include necessary details of free services provided during the month.
  - vi. The RKS of the concerned hospital shall reimburse the cost for such free services to the Private partner on quarterly basis on submission of required documents and after verifications by accounts section.
  - vii. Monitoring of implementation of the policy on free services shall be undertaken by the authorized personnel of RKS
  - viii. As specified under Section ‘4b’, the concession fee will be 20% of the gross revenue in each quarter or a fixed amount quoted as concession fees in each quarter whichever is higher.
  - ix. **Modality of payment:**
    - a) As per the present policy of the State Government the service will be totally free to the patients, to be paid by the hospital authority on raising monthly bills by 10<sup>th</sup> of subsequent month.
    - b) The partner will raise bill for payment against free cases to hospitals authority on monthly basis by 10th of the subsequent month.
    - c) The rates for Dialysis services as mentioned in the Request for proposal document is inclusive of all taxes ( GST) as per existing government rules. The Private partner will not be allowed to add any taxes on the bills raised to the Hospital Authority for payment against free services rendered by them.
    - d) The bills should be supported with signed vouchers by the hospital authority along with all other document for payment by hospital authority
    - e) The hospital will make necessary payment for bills raised for free service after proper scrutiny by the account section.
    - f) Partners are supposed to pay electricity bills CMC charges directly to service provider. In case of default of payment of electricity bills the amount will be deducted monthly from the total amount payable to the partner on monthly basis for free cases.
    - g) In case of default of CAMC payment in due time the same will be deducted from the total amount payable to the PPP partner on monthly basis by hospital authority .The defaulted amount will be paid directly to service provider by hospital authority in such circumstances and relevant notice as per terms and conditions of this tender document's will be issued

## 6. Monitoring Mechanism

- a) The competent authority of the Hospital on behalf of RKS shall monitor the day-to-day operational activities of the services undertaken by the EOM partner.
- b) Performance review will be undertaken by RKS on quarterly basis. Senior Official from DoHFW may be present during Performance Review.
- c) The EOM partner will be required to submit monthly reports in prescribed format to concerned officials.
- d) Appropriate and approved software packages will be installed by the Private Service Provider to disseminate relevant information through on daily basis. The software as approved by the DoHFW will be used for all kinds of transactions done by the Private Service Provider so that web based monitoring at any point of time can be done by the concerned authorities of the DoHFW at the state level and at the hospital level. The cost of installation and maintenance of the software has to be borne by the private partner.

## 7. Causes for Termination of Agreement

### A. Causes of termination:

Any of the following events shall constitute an event of default by the Private Service Provider entitling DoHFW ( **herein represented by the Hospital Authority** ) to terminate this agreement and subsequent forfeiture of Security deposit/performance guarantee by the hospital authority

- a. Failure to commence services in the Hospital within three months of signing the agreement
- b. Failure to comply with SOPs for operation and management of the services
- c. Collecting charges from the patients in violation of the Policy on User Charges
- d. Error detected in more than two occasions in six months in recording the correct entry of the number of patients referred from the concerned hospital as well as by the private practitioners/private hospitals in each month.
- e. Failure to comply with the statutory requirements, Clinical Establishment Acts, Rules and other applicable norms
- f. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the private partner for operation and management of the services.
- g. Engagement of unqualified persons for running of the Services
- h. Use of the allocated space by the Private Service Provider for any other purpose other than the approved scheme.
- i. In case the private partner fails to pay the concession fees /20% of the gross revenue generated in the quarter whichever is higher within 10<sup>th</sup> of the first month of the subsequent quarter, interest @ 1% per month on the due concession fees will be imposed for each 15 days delay thereof subjected to a maximum allowable extension period of 3 months from last due date of payment of concession. All dues along with applicable interest have to be cleared within the allowable limit of 3 months beyond which relevant procedure for termination of contract and floating of e-tender for selection of new private partners will be initiated by the Hospital Authority/Department of Health & Family welfare. However penalty clause will be applicable till the date of decommissioning of the unit and handover of site under possession of the private partner to the hospital authority.
- j. If the private partner fails to provide service as per the norms of the agreement or discontinues service due to any reason what so ever including personal grounds before the contract periods end.
- k. If the private partner fails to setup the designated units including starting of patient services in case of EOM type of centres where CAPEX for equipments and installation has to be borne by them within 3 months of hand over of **possession of the site with required power** as mentioned in the tender document.
- l. In EOM type of centres if the partners fail to pay the CAMC charges to the service provider at rates and interval as mentioned in the tender document.

**B. Notice/Show Cause and Termination:**

- a. Upon occurrence of any of the defaults, DoHFW would follow the procedures of issuing time bound (one month) Notice/Show Cause before deciding on termination of the agreement. The decision of DoHFW shall be final and binding on the PSP.
- b. Upon occurrence of any of the defaults, The Hospital Authority shall issue notice of show cause to the Private Partner (PSP).
- c. If the Private Partner (PSP) fails to demonstrate to The Hospital Authority that the default has been cured or fails to satisfy the Hospital Authority, the Hospital Authority may terminate this Agreement.
- d. The decision of the Hospital Authority to terminate the agreement shall be final and binding on the Private Partner (PSP).

**C. Termination due to Change in Law:**

- a) **The Private Partner (PSP) shall have the right to be terminated on account of a “Change in Law”. For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:**
  - (i) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government Authority; or
  - (ii) the imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Private Partner (PSP) of any Clearance or Applicable Law) in connection with the issuance, renewal or modification of any Clearance after the date of this Agreement; or
  - (iii) any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Private Partner (PSP) or if granted for a limited period, being renewed on terms different from those previously stipulated.
- b) **Provided nothing contained in this Section shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.**
- c) **In the event of Change in Law the Private Partner (PSP) may propose to the Hospital Authority modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place The Private Partner in substantially the same legal, commercial and economic position as it were prior to such Change in Law. Provided, however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.**

**D. Consequences of Termination**

- a) Upon Termination of this Agreement for any reason whatsoever under Section 7A , the Private Partner (PSP) shall deliver possession of the Hospital Site and all equipments and accessories provided to it by The Hospital Authority after removing from the Hospital Site the materials installed by The Private Partner (PSP) within a reasonable time agreed by both the parties through discussion. In the process of handing over possession of the Hospital Site and equipments and accessories if supplied by the hospital authority, it shall refrain from damaging the Hospital Site and the equipments and accessories in any manner whatsoever.
- b) The Hospital Authority shall have the power and authority to :

- (i) enter upon and take possession and control of the Hospital Site and the Equipments and Accessories after making an inventory in presence of two witnesses;
- (ii) prohibit the Private Partner (PSP) and any Person claiming through or under the Private Partner (PSP) from entering upon/dealing with the equipments and accessories.

## 8. Force Majeure

If the performance of the agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of *force majeure*, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the agreement and as from the date of that notification The Hospital Authority may at its discretion either terminate the agreement forthwith or suspend the performance of the agreement for a period not exceeding 6 months. If at the expiry of such period of suspension any of the reasons for the suspension still remain, The Hospital Authority and The Private Partner may either agree a further period of suspension or treat the agreement as terminated. In the event of the Contract being terminated by reason of *force majeure*, The Private Partner shall take such steps as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner. The Private Partner shall submit an account in writing which shall state the amount claimed taking into account all charges and costs properly incurred or committed by The Private Partner in relation to the agreement or its termination which cannot be recovered. Provided that payments are not subject to dispute, The Hospital Authority shall:

- a. Arrange to pay through RKS all charges and sums due against free patients recommended by the Hospital Authority and outstanding under the terms of this agreement up to and including the date of termination ("the Relevant Date");
- b. Arrange to reimburse all reasonable expenses necessarily incurred by the Consultants after the Relevant Date in winding up the agreement.

## 9. Dispute Resolution

### a. Amicable Resolution

Where a dispute arises under this Agreement, the Parties shall make all reasonable efforts to resolve the dispute through good faith negotiations failing which they shall attempt at dispute resolution with the intervention of mutually agreed official of the DoHFW, GoWB.

### b. Arbitration

Except for a dispute in connection with Termination, in which respect the decision of the Hospital Authority shall be final, any dispute between the Parties arising out of or relating to this Agreement including the meaning or interpretation of any of the terms set out hereto or any other matters which cannot be resolved through good faith negotiations shall be finally referred to an arbitrator appointed by the Principal Secretary, DoHFW, GoWB. Both the parties shall abide by the opinions of the arbitrator in settling the dispute.

## 10. Miscellaneous

### a) Validity

i. For EOM agreements the initial validity of the agreement will be for a period of **five (5) years** from the date of signing, subject to renewal for another term of 5 years on satisfactory consecutive annual performance review reports during the initial contract period.

ii. The Hospital Authority may modify the terms of the initial agreement during renewal of the Agreement

**b) Hand back of Hospital Site**

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, The Private Partner shall hand back peaceful possession of the Hospital Site provided to it to the Hospital Authority free of cost and in ideal condition.

**c) Assignment and Charges**

i. The Private Partner shall under no circumstances whatsoever create Encumbrance over the Hospital Site and the equipments installed by the Hospital Authority within the Hospital Site. The Private Partner (PSP) shall not assign this Agreement or the rights, benefits and obligations save and except with prior written consent of the Hospital Authority.

ii. The Hospital Authority shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

**d) Indemnity**

The Private Partner (PSP) shall indemnify, defend and hold the Hospital Authority harmless against any and all proceedings, actions and third party claims arising out of a breach by Private Partner (PSP) of any of its obligations under this Agreement.

**e) Governing Law and Jurisdiction**

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

**f) Redressal of Public Grievance**

The Private Partner (PSP) shall promptly redress the grievances, if any, reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the \_\_\_\_\_ Centre and shall be liable for any deficiency in service committed to its consumers under the prevailing consumer law.

**g) Supersession & Order of Priority**

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence, understandings or agreement in respect of the Project.

Without prejudicing the aforesaid, the Parties hereby agree that in case of any inconsistency between the provisions of this Agreement and the Scheme, the provisions of the Scheme shall prevail.



**h) Amendments**

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

**i) Notices**

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

If to Hospital Authority

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_ (address)

Mail id:

Fax No:

If to RKS

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_ (address)

Mail id:

Fax No:

If to the Private Partner (PSP)

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_ (Organisation)

\_\_\_\_\_ (address)

Mail id:

Fax no.

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

**j Severability**

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

**k. No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

## 11. Duration of Service

The service provider will have to maintain an uptime of 90% with maximum 7 days of downtime at a stretch for Digital X-Ray (DR) machine of the facility. In case they fails to do so the provider will have to pay a sum equivalent to a average cost of Digital X-Ray (DR) multiplied by the total Digital X-Ray (DR) done per day during a given month for a machine, for each day of shut down beyond 7 days. If shut down extends beyond 30 days due to Technical/Administrative reasons on part of service provider, the contract may be cancelled. The provider shall make alternative arrangements for provisions of Digital X-Ray (DR) (including free transportation of patients) if machine are broken down for a period greater than 24 hours. The rates of Digital X-Ray (DR) as per contracted value in agreement will not change in any case.

## 12. Selection process

### A. SELECTION COMMITTEE

DoHFW ( herein represented by the Hospital Authority ) shall form a Selection Committee (SC), to undertake selection of the applicant for operation and management of the services under PPP:

:

❖ **Details of Eligibility Criteria, technical and financial criteria provided in Technical & Financial BID document.**

### B. PROCESS OF SELECTION

Selection of the bidder will be finalized through **Combined Quality cum Revenue Based System (CQCCBS)** method. CQCCBS uses a competitive process among the prima facie qualified bidders, objectively taking into account the quality of a product (in this tender referred to the Technical parameters of the prospective bidders) and its cost of procurement (in this tender referred to the financial bid i.e. the concession fee/ premium to be offered by the prospective bidder). Evaluation of the offers would be carried out in two stages - first the technical, and then the financial. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals submitted by the bidders shall be opened only after completion of the technical evaluation, strictly in terms of the provisions contained in the Bid Document.

The total score of a bidder would be obtained by multiplying the Quality and Cost Scores of the bidder by the pre-defined weightage assigned, and adding them together. The weightage assigned for Technical Score and Financial Score would be 40 and 60 respectively. The bidder securing the highest total score would ordinarily be selected as H1 bidder.

The following steps will be followed during evaluation of the bids

An illustrative example is provided below:

**Weighted technical score sheet (applicable for a technically qualified candidate whose total marks in Technical Evaluation is 40% and above as per technical criteria's score)**

Bidder	Marks obtained on Technical Evaluation (T)	Technical Score (TS) [T/HT*100]	Weighted Technical Score @40%
Bidder 1	90	100	40
Bidder 2	65	72.2	28.9
Bidder 3	75	83.3	33.3

**Evaluation of Financial Bid**

Financial bids will be opened after the technical evaluation is concluded and uploaded on the e-tender portal. Financial quotes of the bidders would be converted to score by multiplying the highest financial quote with the quote of the bidder and divided by 100 as in case of calculation of Technical score. An illustration of conversion of marks into score has been given in the table below,

Bidder	Financial Quote/Concession fees/Premium (F) in Rs INR.	Financial Score [(FQ/HFQ)*100]	Weighted Financial Score @60%
Bidder 1	600000	92.3	55.38
Bidder 2	650000	100	60
Bidder 3	400000	61.5	36.9

HFQ= Highest Financial quote/Bid.

**Selection of Bidder**

The bid of a Bidder will be ranked in the Combined Quality cum Revenue Based System(CQCCBS) method based on the total score obtained by the bidder in the evaluation of Technical Criteria and as well as in the evaluation of Financial bid using the weights of 40% and 60% for the " Technical Criteria " and the " Financial bid " respectively.

A ready reckoner for Combined Quality cum Revenue Based System (CQCCBS) with weightage 40:60 is given in the table below,

The bidder obtaining Highest Combined Technical and Financial Score would be selected as the H1 bidder and awarded the contract.

Bidder	Weighted Technical Score @ 40%	Weighted Financial Score @60 %	Combined Technical and Financial Score	Remarks
Bidder 1	40	55.38	95.38	H1 bidder
Bidder 2	28.9	60	88.88	H-2 bidder
Bidder 3	33.3	36.9	70.22	H-3 bidder

The bidder obtaining Highest Combined Technical and Financial Score would be selected as the H1 bidder and awarded the contract.

### **C. PROCEDURE FOR DEPOSIT OF EMD**

Earnest money Deposit for tendering for each facility is Rs 1, 00,000/- (Rupees one lakh) only . An Organization may submit application for more than one hospital. However, the applicant shall have to submit separate application and separate EMD for each individual Digital X-Ray (DR) units in the hospitals as per the number of beds as mentioned in the RfP documents. Details regarding process of submission of EMD may be obtained from ‘Terms of Reference’ of this document.

The procedure for deposition of Earnest Money ( EMD ) electronically on line is detailed below:-

#### **1. Process of Login by bidder:**

- a) A bidder desirous of taking part in a tender invited by a State Government office/PSU/Autonomous body/Local Body/PRIs, etc shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD/Tender Fees for that tender by selecting from either of the following payments mode:-
  - i) Net banking (any of the banks listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank payment Gateway;
  - ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

#### **2. Payment Procedure of EMD:**

- a) **Payment by net Banking (any listed bank) through ICICI Bank payment Gate way:**
  - i) On selection of net banking as the pay as the payment mode, the bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
  - ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
  - iii) If the transaction is successful ,the amount paid by the bidder will get credited in the respective Pooling account of the State Government office/PSU/Autonomous body/Local

Body/PRI, etc. maintained with the focal point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

iv) If the transaction is failure, the bidder will again try for payment by going back to the first step.

**b) Payment through RTGS/NEFT:**

i) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

iii) Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRI, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

v) Hereafter, the bidder will go to e-procurement portal for submission of his bid.

vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

**3. Refund /Settlement Process of EMD:-**

a. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-procurement portal through web services.

b. On receipt of the information from the e-procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days [ where T will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority].

c. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the H1, H2 and H-3 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority. However, the H2 and H-3 bidder should not be rejected till the LOI Process is successful.

d. If the H1 bidder accepts the LOI / offer letter and the same is processed electronically in the e-procurement portal, EMD of the H2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract(AOC) to the H1 bidder is uploaded to the e-procurement portal by the tender inviting authority.

e. As soon as the H1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-procurement portal –

- i) EMD of the H1 bidder for tender of State Government offices will automatically get transferred from the pooling account to the State Government deposit head —8443-00-103-001-07 through GRIPS along with the bank particulars of the H1 bidder.
- ii) EMD of the H1 bidder for tenders of the State PSU/Autonomous body/Local Body/PRIs; etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the H1 bidder. In both the above cases, such transfer will take place within T+1 bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
- f. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the e-Procurement portal for up gradation.
- g. Once the EMD of the H1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head —0070-60-800-013-27 through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous body/Local Body/PRIs, etc tenders.
- h. All refunds will be made mandatorily to the Bank A/c from which the payments of EMD & Tender Fees (if any) were initiated.

**Other information:**

- a. Technical Bid in Technical (Statutory & Non-Statutory) folder and Financial Bid in Financial folder both duly digitally signed are to be submitted concurrently in the website <http://wbtenders.gov.in>.
- b. The Technical documents and Financial Bid should be submitted online on or before **as per fact sheet**.
- c. The Financial Bid of the prospective Bidder will be considered only if the Technical Documents (Statutory & Non-Statutory) found qualified by the Tender Selection Committee. The decision of the Tender Selection Committee will be the final and absolute in this respect. The list of the qualified Bidders will be displayed in the website and schedule date & time for opening of Financial Bid also be displayed in the website.
- d. If the bidders going for NEFT or RTGS, the payment should be done before 3 days of closing
- e. **Cost of Earnest Money** : EMD is to be deposited online electronically as per clause 11C. The earnest money is to be deposited in the prescribed time. The onus of proving that a bidder is exempted from Earnest Money will lie on the bidder and must be proved by submission of valid documents. The earnest money of the bidder will liable to be forfeited if the bidder withdraws his tender as a whole or for any particular item or items at any stage after the opening of the tender, or fails / refuses to enter into written agreement for any of all of the items of his accepted tender within the time specified when requested to do so/fails to furnish Performance Bank Guarantee within the stipulated time. The Earnest Money will be refunded after finalization of the tender or within 3 (three) months from the date of opening of tender whichever is later.

# TENDER DOCUMENT

## Bid – ‘A’ (Technical Bid)

Competitive Quotations are invited from **organizations/agencies** for Implementation of **Selection of Private Service Provider for Establishment Digital X-Ray (DR) services at different Government Hospitals under Public Private Partnerships (CAPEX & OPEX by Private Partner)**

The tender document for this may be accessed from the website <https://wbtenders.gov.in> , *the Bid documents are to be submitted on line. The tender document consists of following:*

*Bid ‘A’: Technical Bids*

*Bid ‘B’: Financial Bids*

*The Bid ‘A’ and Bid ‘B’ are required to be submitted separately online in the web portal of <https://wbtenders.gov.in>.*

In addition to e –submission, Technical bid may be submitted in offline mode also i.e. by hand in sealed cover super scribing the envelop as ‘Bid A’ – Technical Bid for **Selection of Private Service Provider for Establishment Digital X-Ray (DR) services at different Government Hospitals under Public Private Partnerships (CAPEX & OPEX by Private Partner)**

[Contai SDH] by [Insert Name of the Organisation].

The Address for Submission of Technical Bid in Offline Mode:

[Office of the CMOH, Nandigram Health District, Post- Nandigram, District\_ Purba Medinipur, PIN-721631]

Financial Bid is to be submitted through online only, this is mandatory. It is to be noted here that no financial bid by offline mode or by hand will be opened.

The Technical and Financial bids will be evaluated by the “Selection Committee” duly constituted by the Department of Health & Family Welfare, Government of West Bengal. ( herein represented by the Hospital Authority ).

Financial bids of only the technically qualified offers shall be opened before the successful bidders by the State Government for awarding of the contract. **\* The details regarding date of time of submission tender documents and processing of the same is provided in the Fact Sheet of NIT** in this regard.

### A. ELIGIBILITY CRITERIA OF THE ORGANIZATION FOR SUBMISSION OF APPLICATION

The eligibility criteria for application of intending organizations for consideration of selection of the Organization for operation and management of the Hospital under PPP are provided as under:

1. The Organization (Limited Company/Private Limited Company / Partnership or Proprietary Firm / NGO / Trust) must be registered under appropriate statutory authority of Government of West Bengal / Government of India or under Companies Act.
2. The bidder shall be a sole provider or a group of providers (maximum 3) coming together as consortium to implement the project, represented by a lead member.
3. The Organization may be located anywhere in India but has experience in health care activities for more than three years.
4. ***The Organization have a valid Clinical Establishment Licence of the existing (in-house facilities fully managed by the said organization) Hospital / Nursing Home or the Diagnostic and Investigation Centre for Digital X-Ray (DR) , Digital X ray (CR or DR) and MRI Services at present.***
5. The Organization has been operating and managing a Hospital / Nursing Home for last three years and having in-house investigation facilities for CT Scan Services, Digital X ray (CR or DR) and MRI services at present

**Or**

The Organization has been operating and managing a Diagnostic and Investigation Centre for last three years and having in-house investigation facilities for CT scan, Digital X Ray, (CR or DR) and MRI services at present

(The above experience could be demonstrated by the single bidder or the lead member of the consortium.)

6. The annual turnover of the Organization (in Rupees) shall be considered for being eligible to apply are as under:

Rs six (6) Crore in aggregate of last two financial years ending March 2018 in case the Organization that has been running a Hospital or Nursing Home as mentioned under point 5 above

**Or**

Rs three Crore (3) in aggregate of last two financial years ending March 2018 in case the Organization has been running a Diagnostic and Investigation Centre as mentioned under point 5 above

7. In case of audited financial not being available for the last completed financial year, CA certified provisional financials should be provided.
8. No litigation is pending on date and no penal measures were taken against the applicant under applicable Acts and laws (the applicant is required to provide a Notarized document to this effect.



9. The Bidder should not be blacklisted /debarred by the purchaser or by any State Government agency/State/Central department.
10. The Principal bidder /Lead partner shall be legally responsible and shall represent all consortium members, if any, legal matter arises.

Applicant failing to fulfil any of the above-mentioned Eligibility Criteria will not be considered for selection.

1. Selection process would involve short-listing of applicants based on marks scored by the applicants on each of the criteria as under. Physical inspection at the facilities of the applicants with prior intimation may be undertaken by SC or members authorized by SC for gathering information relating to short listing of applicants for further processing for selection.

### B. Criteria for technical score

Sl No	CRITERIA	MARKS
1	The Organization has experience of running the existing / in house Hospital/Nursing Home/Diagnostic Centre for last three years and above.	a. 03 – 05 years = 6 marks b. > 05-07 = 8 marks c. > 7 years= 10 marks
2	Annual Turnover (in Rupees) of the Organization having hospital or Nursing Home in aggregate of last two financial years ending March 2018  <b>Or</b> Annual Turnover (in Rupees) of the Organization having Diagnostic & investigation centre in aggregate of last two financial years ending March 2018.	a. 6 crore- 8 crore = 15 marks b. > 8crore - 10 crore = 20 marks c. > 10 crore = 25 mark  <b>Or</b> a. > 3 crore - 5 crore = 15 marks b. > 5 crore - 7 crore = 20 marks c. > 7 crore = 25 marks
3A	The Organization is having investigation facilities for Digital X ray (CR or DR) / CT Scan Services / MRI in their existing centre	a. Having one investigation facilities: 8 marks b. Having two investigation facilities: 12 marks. c. Having three investigation facilities: 15 marks.
3B	Present deployment of Medical Personnel and Technician for Digital X-Ray (DR) / CT Scan Services/ MRI in the existing centre of the Organization	a. Number of Radiologists 1 = 0 marks, 2 = 5 marks, 3 = 10, > 3 = 15 marks b. Number of Technicians 2 = 5 marks, > 2 - 5 = 8. > 5 = 15
4	The Organization is having investigation facilities for Digital X ray (CR or DR) / CT Scan Services /MRI scan in their existing centre and is functional 24X7 [ to be supported by relevant document]	a. If yes: 5 marks b. If: 0 marks.

Sl No	CRITERIA	MARKS
5	<p>The organization is at present running PPP (Public Private Partnership Services) unit as under:</p> <p>a. under PPP partnership ( both O&amp;M and EOM mode) in any hospital under the Government of West Bengal with a valid agreement as on the date of application.</p> <p>b. under PPP partnership (both O&amp;M and EOM mode) in any hospital in any state of India with a valid agreement as on the date of application.</p> <p>c. The organization under PPP partnership (both O&amp;M and EOM mode) in any hospital under the Government of West Bengal with a valid agreement as on the date of application have cleared 100% of their dues including concession fees /electricity as per terms and conditions of the agreement <b>till the last completed quarter as on ( 31<sup>st</sup> December,2018)</b> .( A valid certification from the Head of the Institutions of all the units under agreement regarding the same have to be submitted for the respective units running under PPP).</p> <p>NB- For organization who are under PPP partnership (both O&amp;M and EOM mode) with any government hospital under the DoHFW, Government of West Bengal, submission of documents related to clearance of dues, duly certified by the hospitals as detailed above is mandatory. The organization will be considered technically disqualified if relevant documents are not submitted.</p>	<p>a. If yes for only a or b : 5 marks</p> <p>b. If yes for both a &amp; b: 10 marks.</p> <p>c.</p> <p>i) If 100% of dues to be payable to hospitals are cleared as in point 5C: 5 marks.</p> <p>ii) If the &lt; 50% of all dues are not cleared : (15 marks will be deducted from the total technical score of the respective PPP partner before calculating the final weighted score)</p> <p>iii) If the &gt; 50% of all dues are not cleared : (25 marks will be deducted from the total technical score of the respective PPP partner before calculating the final weighted score)</p>

The maximum possible marks, which may be scored by an applicant, are 100. Minimum qualifying marks are 60 out of 100 (i.e. 60 % of the total possible marks). Financial bid will be evaluated only for the Organizations scoring 60 and above in technical qualifications as stated above.

The final selection of the bidder will be based on the total score obtained as per CQCCBS system of scoring mentioned in the tender document.

3. The SC can call for any further clarifications or information or documents at any point of time. The applicant may also be called for explaining or clarifying issues, if there be any.

4. Decision of the SC on selection of the Organization is final.

## Other information

### i. Canvassing

If the bidder undertakes any canvassing in any manner to influence the process of selection of the successful bidder or the issuance of the NOA, such bidder shall be disqualified.

### ii. Misrepresentation by the Bidder

The “Selection Committee” reserves the right to reject any bid if:

At any time, a material misrepresentation is made by the bidder; or

The bidder does not provide, within the time specified by the Selection Committee, the supplemental information sought by the Department for evaluation of the bid.

If it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, the Bidder in the opinion of the Department has made a material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet selected as the Successful Bidder by issuance of the NOA. If the Bidder, has already been issued the NOA or it has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in these Tender Documents, be liable to be terminated, by a communication in writing by the department to the Bidder, without the Department being liable in any manner whatsoever to the Bidder.

## **D. Clarifications and queries; addenda**

### **i. Clarifications and Queries**

- a) If the Bidder requires any clarification on the Tender Documents, it may notify the Department in writing, provided that all queries or clarification requests should be received on or before the date and time mentioned in the Tender Notice.
- b) H&FW Department will endeavour to respond to any request for clarification or modification of the Tender Documents that it receives, no later than the date specified in the Tender Notice. The responses to such queries shall be sent by email to all the bidders. The State Nodal Agency's written responses (including an explanation of the query but not identification of its source) will be made available to all Bidders.
- c) H&FW Department reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring H&FW Department to respond to any query or to provide any clarification.
- d) H&FW Department, May on its own motion, if deemed necessary, issue interpretations, clarifications and amendments to all the Bidders. All clarifications, interpretations and amendments issued by H&FW Department shall be issued as per schedule mentioned in the fact sheet under heading "Incorporations of Amendment if any "
- e) Verbal clarifications and information given by the H&FW Department, or any other person for or on its behalf shall not in any way or manner be binding on the H&FW Department.

### **ii. Amendment of Tender Documents**

- a) Up until the date issued as per schedule mentioned in the fact sheet under heading "Incorporations of Amendment if any " H&FW Department may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder in writing amend the Tender Documents by issuing an Addendum/Corrigendum. The Addendum/ Corrigendum shall be in writing and shall be uploaded on the relevant website.
- b) Each Addendum/Corrigendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum/ Corrigendum. It will be assumed that the information contained therein will have been taken into account by the Bidder in its Bid.
- c) In order to afford the Bidders reasonable time in which to take the Addendum/Corrigendum into account in preparing the Bid, H&FW Department may, at its discretion, extend the Bid Due Date, in which case, H&FW Department will notify the same where the tender has been published.

- d) Any oral statements made by H&FW Department or its advisors regarding the quality of services to be provided or arrangements on any other matter shall not be considered as amending the Tender Documents.

## **E. No Correspondence**

Same as provided in these Tender Documents, H&FW Department will not entertain any correspondence with the Bidders.

## **F. Preparation and submission of bids**

### **i. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and H&FW Department shall be in English.

### **ii. Validity of Bids**

- a) The Bid shall remain valid for a period of 180 days from the Bid Due Date (excluding the Bid Due Date). A Bid valid for a shorter period shall be rejected as being non-responsive.
- b) In exceptional circumstances, H&FW Department may request the Bidders to extend the Bid validity period prior to the expiration of the Bid validity period. The request and the responses shall be made in writing.

### **iii. Concession Fee as premium**

The selected EOM (CAPEX by Partner) partner will have to pay concession fee to the Rogi Kalyan Samiti (RKS) of the concerned hospital in each quarter. The concession fee will be 20% of the gross revenue earned from both government and private cases in each quarter or a fixed amount quoted as concession fees in each quarter whichever is higher.

The Bidders are being required to quote the **Fixed Concession Fee as premium in each quarter offered for operation and management of CT Scan**, *The amount of concession fee to be paid in each Quarter is either 20% on gross quarterly revenue or a fixed amount quoted as concession fee in each Quarter as , mentioned in the BOQ ,whichever is higher .*

Only in Indian Rupees and up to two decimal places.

### **iv. Formats and Submission of the Bid**

**The Bidder shall submit the following documents as part of its Bid in the folder in PDF format named as “Bid-A-Technical Bid”: (All Annexure to be properly filled, scanned in readable format, digitally signed and uploaded as mentioned)**

- 1) **Annexure I: Duly filled in “Application Format” for the Organizations intending to apply for the scheme**
- 2) **Annexure II : Declaration duly Notarized stating: ‘This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws’**
- 3) **Annexure-III- Checklist of documents submitted with the bid**

- 4) **Annexure-IV- Format of undertaking regarding compliance with terms of scheme**
- 5) **Annexure-V- Undertaking regarding use of qualified Manpower for EOM type of the Services**
- 6) **General Documents:**
  - i. Copy of Registration Details of the Organization
  - ii. Memorandum & Article of Association (if applicable)
  - iii. Copy of the partnership deed if it is a partnership firm
  - iv. Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for the last two financial years ending March 2016 or two financial years ending March 2017.
  - V. Copies of all relevant licenses
  - vi. Copies of supporting documents in support of information provided regarding existing CT Scan Services and Digital X-ray (DR or CR) and MRI.

## **G. Bid submission**

### **i. Financial Bid Submission**

- a) The Bidder shall directly submit all inclusive financial quote as its Financial Bid in the BOQ format to the Department as per the guidelines in response to financial criteria and the same is required to be encrypted using their Digital Signature Certificate.
- b) Each page of the Financial Bid shall be initialled by the authorized signatory of the Bidder.

### **ii. General Points for Bid Submission**

- a. The Bidder shall submit originals of the documents required for Bidding.
- b. The Bidder should attach clearly marked and referenced continuation sheets if the space provided in the prescribed forms in the Annexure is insufficient. Alternatively, the Bidder may format the prescribed forms making due provision for incorporation of the requested information, but without changing the contents of such prescribed formats.
- c. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

Note:

- i. All correspondence or communication in relation to PPP services or the Bidding Process shall be sent in writing.

### **iii. Time for Submission of Bids**

- a. The Bid shall be submitted on or before 17.00 hours on the Bid Due Date. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.
- b. H&FW Department may, at its discretion, extend the Bid Due Date by amending the Tender Documents.

## H. Opening of bids

- a. H&FW Department opens the Bids of those Bidders who have successfully submitted their bids.
- b. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids.
- c. The Financial Bids of only the Eligible Bidders i.e. technically qualified based on the criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

## I. Responsiveness of Financial Bids

Upon opening of the Financial Bids of the Eligible Bidders, they will first be evaluated for responsiveness to the Tender Documents. If: (i) any Financial Bid is not to be complete in all respects; or (ii) any Financial Bid is not duly signed by the authorized representative of the Bidder; or (iii) any Financial Bid is not in the prescribed formats; and (iv) any Financial Bid contains material alterations, conditions, deviations or omissions, then such Financial Bid shall be deemed to be substantially non-responsive. Such Financial Bid that is deemed to be substantially non-responsive shall be rejected. All financial bids are to be submitted in prescribed BOQ format electronically only through digital signature of the bidder.

## J. Clarifications on Bids

- a. In evaluating the Financial Bids, H&FW Department ( **herein represented by the Hospital Authority** ) may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to H&FW Department within the time specified by H&FW Department for this purpose.
- b. If a Bidder does not provide clarifications sought by H&FW Department ( **herein represented by the Hospital Authority** ) within the prescribed time, H&FW Department may elect to reject its Bid. In the event that H&FW Department elects not to reject the Bid, H&FW Department may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the State Nodal Agency.
- c. No change in the Premium quoted or any change to substance of any Bid shall be sought, offered or permitted.

## K. Selection of Successful Bidder

### a. Once the Financial Bids of the Eligible Bidders have been opened and evaluated:

- H&FW Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially responsive, of the date, time and place for the ranking of the Financial Bids and selection of the Successful Bidder (the Selection Meeting) and invite such Eligible Bidder to be present at the Selection Meeting.
- H&FW Department shall notify an Eligible Bidder whose Financial Bid is found to be substantially non-responsive, that such Eligible Bidder's Financial Bid shall not be evaluated further.

**b. In selecting the Successful Bidder, the objectives of H&FW Department is to select a Bidder that:**

- is an Eligible Bidder;
- has submitted a substantially responsive Financial Bid; and
- Has achieved the highest scoring as per the Combined Quality cum Revenue Based System (CQCCBS).

c. All or any of the facility decided by H&FW Department has to be bid to attain administrative efficiency and increasing the competition among bidders. The Distribution/Allocation of the Diagnostic facilities at the Super speciality Hospital to the eligible bidders will be as follows:

- Each bidder may bid for all the Hospital as determined by the Department
- The Highest bidder as per the final score obtained in the CQCCBS system for the hospital for a particular service will be awarded the bid
- If due to some reason, the highest bidder is not ready to accept the bid, the second highest bidder (H2) as per the CQCCBS system will be given the chance to match the rate of the highest bidder (H-1) and H2 will be awarded the bid if they agree to do so.
- If H2 is not ready to match H1, the third highest bidder (H3) as per the CQCCBS system among all bidders will have the right to be awarded the bid if they agree to match HI quote and so on.

The Eligible Bidder meeting these criteria shall be the **Successful Bidder**.

## **L. Award of contract**

### **a) Notification of Award**

Upon selecting the Successful Bidder in accordance H&FW Department will issue original copy of a notification of award (the **NOA**) to such Bidder.

### **b) Structure of the Contract**

- i. H&FW Department or its authorised representative shall enter into agreement with the Successful Bidder that will set out the terms and conditions for implementation of the scheme.
- ii. Along with the acceptance of NOA the selected bidder will provide copy of specifications of the HD machines, RO plant and other accessories as per tender specification to be procured by them through respective Hospital authority to West Bengal Medical Service Corporation and technical experts nominated by the DoHFW for examinations. This will include documents related to total project cost .Only after clearance by the certifying authority nominated by the DoHFW the private service provider will be allowed to procure the machine. Again finally after installation of the unit the Partner through Hospital will request to the department for final commissioning by WBMSCL and technical experts nominated by the DoHFW as per tendered specifications. Only after certification will the Partner be allowed to start functioning of the unit. If there is any alteration or malingering reported by certifying authority nominated by the DoHFW in installation as per norms of the agreement Award of Contract will be cancelled as per bad industry practice and installed machines may be confiscated by the authority.

- iii. H&FW Department shall, ( **herein represented by the Hospital Authority** ) within 10 days of the acceptance of the NOA by the Successful Bidder, provide the Successful Bidder with the final drafts of the “agreement”.

**iv). Supersession & Order of Priority**

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence, understandings or agreement in respect of the Project.

Without prejudicing the aforesaid, the Parties hereby agree that in case of any inconsistency between the provisions of this Agreement and the Request for proposal, the provisions of the Request for Proposal shall prevail.

v). Amendments

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

vi). Notices

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

If to Hospital Authority

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_ (address)

Mail id:

Fax No:

If to RKS

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_ (address)

Mail id:

Fax No:

If to the Private Partner (PSP)

\_\_\_\_\_ (name and designation of the person)

\_\_\_\_\_ (Organisation)

\_\_\_\_\_ (address)

Mail id:

Fax no.

Or such address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (a) in the case of any communication made by letter, when delivered by hand, by Speed Post, by



recognized national/international courier or by mail (registered, return receipt requested) at that address and (b) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

### **vii) Severability**

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

### **viii). No Partnership**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

## **c) Execution of the Contract**

H&FW Department or its authorised representative and the Successful Bidder shall execute the Contract within 21 (twenty one) days of the acceptance of the NOA by the Successful Bidder. The Contract shall be executed in the form of the final drafts provided by the Department.

## **M Rights of the Departments**

H&FW Department reserves the right, in its sole discretion and without any liability to the Bidders, to:

- i. accept or reject any Bid or annul the Bidding Process or reject all Bids at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder(s);
- ii. suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- iii. consult with any Bidder in order to receive clarification or further information in relation to its Bid; and
- iv. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

## **N. General Instructions**

### **1 Bidding Process**

- a. The original proposal shall be prepared and submitted to the concerned office. The completed proposal must be submitted on or before the due date for bid submission specified to the concerned office.
- b. This invitation for bids published online is open to all organisation who fulfil the eligibility criteria.
- c. Breach of general or specific instructions for bidding, general and special conditions of contract with GoI or State Government or any of its user organizations may make a company ineligible to participate in the bidding process.
- d. An Organization may apply EOM partner under PPP in one or more of the hospitals for Dialysis services if they meet the eligibility criteria. For each individual unit bid for separate EMD and Security deposit has to be paid as mentioned in the tender documents. However a specific company/ Organisation can not submit multiple bids for a single unit. Submission of multiple bids may result in disqualification of candidature and also liable to be black listed by the Department.
- e. Companies shall submit the tenders only to the concerned office before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered and the State Government will not be liable or responsible for any delays due to unavailability of the portal and the internet link.

### **2 Confidentiality and Proprietary Data**

- a. The Tender Documents, and all other documents and information that are provided by H&FW Department are and shall remain the property of H&FW Department and are provided to the Bidders solely for the purpose of preparation and the submission of their Bids in accordance with the Tender Documents. The Bidders are to treat all information as strictly confidential and are not to use such information for any purpose other than for preparation and submission of their Bids.
- b. H&FW Department shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions set out in these Tender Documents.
- c. The Bidder shall not divulge any information relating to examination, clarification, evaluation and selection of the Successful Bidder to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising H&FW Department or such Bidder on or matters arising out of or concerning the Bidding Process.
- d. Except as stated in these Tender Documents, H&FW Department will treat all information, submitted as part of a Bid, in confidence and will require all those who have access to such material to treat it in confidence. H&FW Department may not divulge any such information unless as contemplated under these Tender Documents or it is directed to do so by any statutory authority that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory authority and/or H&FW Department or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.

### **3. Governing Law and Dispute Resolution**

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## **Bid – ‘B’ (Financial Bid)**

Selection of the bidder will be finalized through **Combined Quality cum Revenue Based System (CQCCBS)** method. CQCCBS uses a competitive process among the prima facie qualified bidders, objectively taking into account the quality of a product (in this tender referred to the Technical parameters of the prospective bidders) and its cost of procurement (in this tender referred to the financial bid i.e. the concession fee/ premium to be offered by the prospective bidder). Evaluation of the offers would be carried out in two stages - first the technical, and then the financial. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals submitted by the bidders shall be opened only after completion of the technical evaluation, strictly in terms of the provisions contained in the Bid Document. Detail may be obtained from ‘Terms of Reference’ of this document.

### **FINANCIAL BID SUBMISSION**

Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site. **Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).**

#### **1.1 General Points for Bid Submission**

- a) The Bidder shall submit the bid through logging on to <https://wbtenders.gov.in>
- b) The Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Bidder.
- c) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **1.2 Time for Submission of Bids**

- a) The financial Bid shall be submitted as per date and time specified in the FACT SHEET of ‘Notice inviting e tender’.
- b) H&FW Department may, at its discretion, extend the Bid Due Date by amending the Tender Documents.

#### **1.3 Withdrawal/ Modification of financial Bids**

No Bid may be modified or withdrawn in the interval between the Bid Due Date and the expiry of the Bid validity period.

## **2. OPENING OF FINANCIAL BIDS**

- a) H&FW Department ( **herein represented by the Hospital Authority** ) shall open the Bids of only technically qualified Bidders.

- b) H&FW Department ( **herein represented by the Hospital Authority** ) shall open the Bids as per date and time specified in the FACT SHEET of 'Notice inviting e tenders' or will be notified later in the website of <https://wbtenders.gov.in>.

### **3. EVALUATION OF BIDS AND SELECTION OF SUCCESSFUL BIDDER**

#### **A. Responsiveness of Financial Bids**

Upon opening of the Financial Bids of the Eligible Bidders, they will first be evaluated for responsiveness to the Tender Documents. If:

- (i) any Financial Bid is not to be complete in all respects; or
- (ii) any Financial Bid is not in the prescribed formats; and
- (iii) any Financial Bid contains material alterations, conditions, deviations or omissions, then such Financial Bid shall be deemed to be substantially non-responsive.

Such Financial Bid that is deemed to be substantially non-responsive shall be rejected. All financial bids are to be submitted in prescribed BOQ format electronically only through digital signature of the bidder.

#### **B. Clarifications on Bids**

- a) In evaluating the Technical Bids or the Financial Bids, H&FW Department ( **herein represented by the Hospital Authority** ) may seek clarifications from the Bidders regarding the information in the Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to H&FW Department within the time specified by H&FW Department for this purpose.
- b) If a Bidder does not provide clarifications sought by H&FW Department within the prescribed time, H&FW Department may elect to reject its Bid. In the event that H&FW Department elects not to reject the Bid, H&FW Department may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the State Nodal Agency.
- c) No change in the Premium quoted or any change to substance of any Bid shall be sought, offered or permitted.

#### **C. Selection of Successful bidder**

Details provided under Technical Bid Document

#### **D. Award of Contract**

Details provided under Technical Bid Document

Award or selection will be made through Combined Quality-cum-Revenue-Based Selection (CQCCBS) method. Selected H1 bidder will be awarded by NOA

Upon selecting the Successful Bidder in accordance with the **Clauses**, H&FW Department will issue original copy of a notification of award (the **NOA**) to such Bidder.

## Important Notes

a) Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>) .

- **Copy of Financial BID needs to be uploaded in the specified space provided by web portal [<https://wbtenders.gov.in>]for Financial BID submission, but not to upload in the Technical BID space.**
- **Hard copy of Financial bid need not to be submitted.**
- Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

\*\*\*\*\*

**Annexure-I****Application Form for selection of the Private Service Provider (CAPEX & OPEX by partner) for Establishment and Operation & Management of Digital X-Ray (DR) Services through PPP at Contai SDH**

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2019

To

( Address of Tender Inviting Authority)

Dear Sir,

**Sub: Application Form for selection of the Private Service Provider (CAPEX & OPEX by partner) for Establishment and Operation & Management of Digital X-Ray (DR) Services through PPP at Contai SDH**

I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have

**read the Tender Documents for award of Contract(s) for the ““Selection of Private Partner for Establishment and Operation & Management of Digital X-Ray (DR) Services through PPP Contai SDH**

**We hereby submit details information regarding eligibility of my organisation to run the services.**

Application Form for selection of the Organization for establishment of Digital X-Ray (DR) unit **through PPP at different government hospital( .....**

**A. Name of the services for which application has been submitted**

<ul style="list-style-type: none"> <li>▪ <b>Digital X-Ray (DR) services</b></li> </ul>
--

<p><b>B. Name of the Hospital/Hospitals for which application has been submitted: Name of the Organization:-----</b></p>
--

1. **Status of the Organization:** Limited Co./Private Limited Co./ Partnership Firm/Proprietorship Firm /NGO /Trust/Others (specify):
  
2. **Nature of Business/Activities of the Applicant :**
  - a.
  
  - b.
  
  - c.
  
  - d.
  
3. **Complete address:** \_\_\_\_\_  
\_\_\_\_\_
  
4. **Phone & Fax number:**
  
5. **E-Mail ID:**
  
6. **Web site (if any):**
  
7. **Registration details of the Organization:**  
(Registered under the Company's act/ Society act etc.)
  
8. **Number of years of experience in Health Care:**
  
9. **Name and Address of the Hospital /Nursing Home /Diagnostic center:**  
(If the name/address is different than that of the Organization as stated under 1 above)
  
10. **Year of Incorporation of the Hospital /Nursing Home / Diagnostic Centre:**
  
11. **Date of validity of renewal of CE Licence of existing unit-**

**12. Services/Facilities provided in-house ( Please Tick)**

- Digital X-Ray (DR) facilities : Yes / No
- MRI Scan Units : Yes / No
- Digital X-Ray ( CR/DR) : Yes / No

**13. Annual turnover of the Organization for the last two financial years ending March 2018 or ending March 2017 :**

Financial year ending 201\_:

Financial year ending 201\_:

**Total****14. Information to be submitted for applications for existing CT Scan/MRI or Digital X-ray (DR or CR) Services :****a. Name of the Services (please tick):**

- CT Scan
- MRI
- Digital X-Ray (CR/DR)

**b. Year of introduction of the services:**

- CT Scan
- MRI
- Digital X-Ray (CR/DR)

**c. Make and model of the machine/s:****d. Performance**



Services	2016 [January-December] Year / month	2017[January-December] Year / month	2018[January-December] Year / month	Remarks, if any
Number of patients on CT Scan MRI Scan D- X Ray in the existing centre				

d. The Organization is having investigation facilities for Digital X-Ray (CR or DR) / CT/ MRI scan in their existing centre and is functional 24X7

[ to be supported by relevant document]  
relevant documents to be provided

Yes / No (please tick)

**f. Man Power for existing units**

Personnel	Numbers	Remarks, if any
Medical Personnel		
a. Radiologist	a.	
b. Other Medical Personnel		
c. Technicians		
d. Other Staff		
Total		

**15. a.) Projected utilization of services (number of patients) if the applicant is selected for operation and management of this hospital for Digital X-Ray (DR) services under PPP:**

Services	First year	Second Year	Third Year	Fourth Year	Remarks, if any
Digital X-Ray (DR) Services					
Number of patients					

**15.** The organization is at present running Digital X-Ray (DR) unit / CT Scan/MRI scan or both through PPP with a valid agreement as on the date of the application

a. under PPP partnership ( both O&M and EOM mode) in any hospital under the Government of West Bengal with a valid agreement as on the date of application.

Yes	No
-----	----

(If yes, name of the hospital and name of the services)

or

b. under PPP partnership (both O&M and EOM mode) in any hospital

in any state of India with a valid agreement as on the date of application.: **Yes/ No**  
( **If** yes, name of the state and name of the services )

- c. The organization under PPP partnership (both O&M and EOM mode) in any hospital under the Government of West Bengal with a valid agreement as on the date of application have cleared 100% of their dues including concession fees /electricity as per terms and conditions of the agreement till the last completed quarter before issuance of this tender as on 31<sup>st</sup> December,2018.( A valid certification from the Head of the Institutions of all the units under agreement regarding the same have to be submitted for the respective units running under PPP).

Yes	No
-----	----

[To be supported by duly certified documents from hospital authorities of all the hospitals under DoHFW, GoWB where the organisation is under PPP partnership (both O&M and EOM mode)] .

Dated this \_\_\_\_ day of \_\_, 2019

[Signature]

In the capacity of \_\_\_\_\_

[Position]

Duly authorized to sign this Bid for and on behalf of \_\_\_\_

[Name of Bidder]

<b>All the documents in support of this application must be uploaded in the specified space of NIC.</b>
---

## **Annexure \_II**

**[On the letter head of the Organization]**

**(Declaration)[**

**This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization or their CEOs/Partners/managers under applicable Acts and laws'**

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2019

## Annexure III

### Format of undertaking regarding compliance with terms of scheme

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2019

To

**(Address of Tender Inviting Authority)**

Dear Sir,

Sub: Undertaking Regarding Compliance with Terms of Scheme

**I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the “Selection of Private Service Providers for Establishment, Operation & Management of Digital X-Ray (DR) Services at [Insert Hospital Name] of Government of West Bengal under Public Private Partnerships (PPP)-EOM model.”**

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall adhere to and comply with the terms of the Scheme as set out in the Tender Documents and the Contract(s).

Dated this \_\_\_\_ day of \_\_, 2019

\_\_\_\_\_

[Signature]

In the capacity of \_\_\_\_\_

[Position]

Duly authorized to sign this Bid for and on behalf of \_\_\_\_

[Name of Bidder]

## **Annexure IV**

### **Undertaking regarding use of qualified Manpower for EOM of the Services**

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date: [insert date], 2019

To

( **Address of Tender Inviting Authority**)

Dear Sir,

Sub: Undertaking Regarding use of qualified Manpower for O&M of the Services

**I, [insert name] designated as [insert title] at [insert location] of [insert name of Bidder] and being the authorized signatory of the Bidder, do hereby declare and undertake that we have read the Tender Documents for award of Contract(s) for the “Selection of Private Service Providers for Establishment, Operation & Management of Digital X-Ray (DR) Services at [ Insert Hospital Name] of Government of West Bengal under Public Private Partnerships (PPP)-EOM model.”**

We hereby undertake and explicitly agree that if we are selected as the Successful Bidder, we shall only appoint those manpower that meet the criteria specified in the Tender Documents.

Dated this \_\_\_\_ day of \_\_, 2019....

\_\_\_\_\_

[Signature]

In the capacity of \_\_\_\_\_

[Position]

Duly authorized to sign this Bid for and on behalf of \_\_\_\_\_

[Name of Bidder]

## Annexure -V

### Checklist of documents submitted with the Technical Bid

<u>SI Number</u>	<u>Document</u>	<u>Uploaded Status</u>
1	<b>Annexure I:</b> Duly filled in “ <b>Application Format</b> ” for the Organizations intending to apply for the scheme	
2	<b>Annexure II :</b> Declaration duly Notarized stating: <b>‘This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws’</b>	
3	<b>Annexure-III-</b> Format of undertaking regarding compliance with terms of scheme	
4	<b>Annexure-IV-</b> Undertaking regarding use of qualified Manpower for O&M /EOM of the Services	
5	Copy of Registration Details of the Organization	
6	Memorandum & Article of Association (if applicable)	
7	Copy of the partnership deed if it is a partnership firm	
8	Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for the last two financial years ending March 2018	
9	Copies of all relevant licenses CE and others.	
10	Copies of supporting documents in support of information provided regarding existing CT Scan/Radiology Services in the “Application Format”	
11	Copies of Details related to In-House Nephrologists with latter of Engagement/Contract.	
12	Copies of details of Technicians along with appointment letter and qualification details.	
13	Copies of Specifications of Digital X-Ray (DR) and other associated equipments along with Technical Compliance Sheet.	
14	Copies of Certificates regarding Status of payment of Concession fees and other dues to Hospital duly authorized. ( Applicable to all Private Partners who are under PPP agreement with Govt of West Bengal)	
15	Copies of Document/ Agreement of PPP partnership with other Government agencies outside WB/GOI/ESI/Other Govt bodies.	
16	Supporting documents regarding functioning of In House units round the Clock- 24*7	

[Note to Bidders: Bidders are requested to fill in the last column at the time of submission of their Bid.]

## Annexure- VI

### Proforma of Bank Guarantee/ Security Deposit

Form of unconditional Bank Guarantee for establishment operation and maintenance of Digital X-Ray (DR) units at \_\_\_\_\_ Hospital, \_\_\_\_\_ District under Public Private Partnership (PPP) EOM mode by the Department of Health & Family Welfare, Government of West Bengal

**Bank Guarantee Bond No.:**

**Amount of the Guarantee:**

**Guarantee amount covered from (date):**

**Last date of lodging of claim:**

1. This Deed of Guarantee executed by \_\_\_\_\_ Bank, ----- (**Branch and complete address**) [hereinafter referred to as "**The Bank**"] in favour of MSVP/Superintendent of \_\_\_\_\_ Hospital, \_\_\_\_\_ (**address and District**) [hereinafter referred to as "**The Beneficiary**"] for an amount not exceeding Rs \_\_\_\_\_ (figures and words) at the request of \_\_\_\_\_ (**name and complete address of the private partner**) [hereinafter referred to as "**The Party**"]

2. This Guarantee is issued subject to the condition that the liability of The Bank under this Guarantee is limited to maximum of Rs \_\_\_\_\_ (figures and words) and the Guarantee shall remain in full force upto \_\_\_\_\_ (**last date 66 months (EOM) from the date of execution of this document**) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on The Bank on or before the last date of claim. In consideration of The MSVP/Superintendent of \_\_\_\_\_ Hospital, \_\_\_\_\_ (**address and District**) ["The Beneficiary"] having agreed to award a contract in favour of \_\_\_\_\_ (**name and complete address of the private partner**) [The Party] for establishment of Fair Price Diagnostics Centre at \_\_\_\_\_ Hospital, \_\_\_\_\_ District under PPP mode vide Order no, \_\_\_\_\_ and as per the terms and conditions of the agreement between The MSVP/Superintendent of \_\_\_\_\_ and \_\_\_\_\_ (name of the private partner), The Party is required to furnish Performance Security in the form of Bank Guarantee for an amount of Rs \_\_\_\_\_ (figures and words)

3. We, The ----- Bank, \_\_\_\_\_ Branch \_\_\_\_\_ (address) do hereby undertake to pay a sum of Rs (figures and words) against breach by the said Party of any of the terms and conditions of the agreement between The MSVP/Superintendent of \_\_\_\_\_ Hospital, \_\_\_\_\_ and The Party.

4. Notwithstanding anything to the contrary, decision of "The Beneficiary" as to whether "The Party" has made any default or defaults and the amount or amounts to which "The Beneficiary" is entitled by reason thereof will be binding on "The Bank" and "The Bank" shall not be entitled to dispute such claim or claims or ask "The Beneficiary" to establish such claim or claims under this Guarantee and will pay the amount forthwith without any objection

5. We, The ----- Bank, \_\_\_\_\_ Branch \_\_\_\_\_ (address) do hereby undertake to pay the amount claimed to or would be caused to or suffered by "The Beneficiary" by reason of any breach by "The Party" of any of the terms and conditions contained in the said agreement or by reason of failure by "The Party" to perform the said agreement. However, the liability of "The Bank" under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (figures and words).

6. "The Bank" do hereby undertake not to revoke this Guarantee during its currency except with the previous consent of "The Beneficiary" in writing.
7. Notwithstanding anything contained hereinabove, the liability of "The Bank" under this Guarantee is restricted to an amount of Rs \_\_\_\_\_. This Guarantee shall remain in force upto \_\_\_\_\_ (*date, month and year*)
8. In case of extension of time for the Bank Guarantee, the same shall have to be extended at The Party's cost.
9. The Bank shall have no obligation to go into the veracity of any demand made by the "Beneficiary" and shall pay the amount specified in the demand notwithstanding any directions to the contrary given or any dispute whatsoever raised by the "The Party".
10. It will not be necessary for the "Beneficiary" to move against the "The Party" first and the guarantor (Bank) will be treated as the principal debtor for the purpose.
11. Obligation of the guarantor (Bank) shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted or postponement/ non exercise/ delayed exercise of any of its rights by the "Beneficiary" or any indulgence shown by the "Beneficiary" to the "The Party".
12. This guarantee shall not be affected by any change in the constitution or winding up of the "The Party"/ the Guarantor (bank) or any absorption, merger or amalgamation of the "The Party"/ the Guarantor.
13. The guarantee amount is to be made payable at Kolkata.
14. The address, mode ( fax, letter, e-mail ) to be sent by registered/speed post and time by which any notice is to be sent may be incorporated.



**Annexure VII**  
**CERTIFICATE FOR STATUS OF PAYMENT OF CONCESSION**  
**FEES/ELECTRICITY FOR PPP BASED DIAGNOSTIC CENTRES AND**  
**DIALYSIS SERVICES IN DIFFERENT GOVERNMENT HOSPITALS OF**  
**WEST BENGAL**

(To be duly filled by Private partners and certified by Hospital Authority)

SI No.	Items	Response
1	Name of the Organization /PPP Partner	
2	Name of Hospital where unit is located	
3	Type of Facility- CT/DR/MRI/Dialysis	
4	Mode of Operations (O&M-CAPEX by Govt. / EOM-CAPEX by Private Partner)	
5	Date of commencement of service (O&M / EOM)	
6	Total No completed financial Quarters since inception of service till 31 <sup>st</sup> December 2018	
7	Total Concession fees payable during this period ( In Rs INR)  (N.B .For all Digital X-Ray (DR) Unit –CAPEX by partner the concession fee will be applicable as per G.O. issued by the Department vide Memo No. HF/O/MS/PPP/948/W-34/2015 dated 04-08-2015)	
8	Total concession fees actually paid for this period ( In Rs INR) ( Please mention the quarters for which concession fees paid)	
9	Total concession due for this period ( In Rs INR) ( Please mention the quarters for which concession fees due)	
10	For MRI unit (CAPEX by Partner) whether all dues as per existing agreement are cleared for this period.	
11	For MRI unit (CAPEX by Partner) whether prayer has been received officially by the partners to the hospital authority regarding compliance to G.O. issued vides Memo No. HF/PPP/23/2015/805 dated 23.06.2017.	
12	Remarks/ Recommendation of Hospital Authority	

Signature of the PPP Partner with Stamp  
Officer

Signature of Accounts

Counter Signature of the  
Hospital Authority

Annexure- VIII Banking Details of the Organisation

LETTER HEAD OF THE ORGANISATION

Date:

To:

( Address of Tender Inviting Authority)

**Sub: Bank Details of the organization to refund the amount through ECS after completion of bidding process**

Dear Sir,

Submitting the banking details of the organisation as follows

Name of the Organization :  
Name of the Bank account :  
Type of Bank Account :  
Bank Account No :  
Bank Name :  
Bank Branch Name :  
Bank Address :  
IFS Code :

Yours faithfully,

Encl: as state

Signature with rubber stamp

(Name and Designation of the signatory)

**Schedule 1 ( List of Hospital where Fair Price Diagnostic and Dialysis services will be established)-Below is an example :- ( If there are multiple units tendered for a single district than table may be enlisted)**

Sl No	Name of Hospital	Service	Mode	NIT No
1	Contai SDH	Digital X-Ray (DR)	EOM	NDGM/PPP/4/2019

## Schedule-2

**Rates of Digital X-Ray (DR) Facilities( PPP Model ) for patients of Government Hospitals of Department of Health & Family Welfare, Government of West Bengal.( All rates are in Rs INR)**

**All rates inclusive of GST & other applicable taxes if any**

Facility	Category of test / Investigation	Investigation Rate( DR)[ CAPEX by partner]
<b>DR</b>	PLAIN X-RAY (SINGLE EXPOSURE)	120
	BARIUM SWALLOW OESOPHAGUS	500
	BARIUM MEAL STOMACH & DUODENUM	900
	BARIUM MEAL STUDY UPTO LLEO-CECAL REGION	1100
	BARIUM ENEMA	900
	RETROGRADE PYELOGRAM	800
	INTRAVENOUS UROGRAPHY	1200
	ASCENDING URETHROGRAM /MICTURATING CYSTOUROTHROGRAM	900
	SINOGRAM/ FISTULOGRAM/SIALOGRAM	700
	T-TUBE COLONGIOGRAM	700

Facility	Category of test / Investigation	Investigation Rate( DR)[ CAPEX by partner]
	HSG	800
<b>TWO EXPOSURE IN SINGLE FILM</b>		
<b>DR</b>	SKULL AP & LAT	160
	CERVICAL SPINE AP & LAT	160
	DORSAL SPINE AP & LAT	160
	DORSOLUMBAR SPINE AP & LAT	160
	LUMBOSACRAL SPINE AP & LAT	160
	CHEST PA/AP & LAT/OBLIQUE	160
	ANKLE AP & LAT/OBLIQUE	160
	KNEE AP & LAT	160
	ELBOW AP & LAT	160
	HAND/WRIST AP & LAT/OBLIQUE	160
	MASTOIDS BOTH SIDES	160
	NASAL BONES BOTH- LAT VIEW	160
	ANY OTHER REGION WHERE TWO VIEWS SUGGESTED	180
	ANY REGION/PART WHERE TWO EXPOSURES PER FILM WILL BE NEEDED FOR PLAIN X RAY .	240
	ANY REGION/PART WHERE THREE EXPOSURES PER FILM WILL BE NEEDED FOR PLAIN X RAY .	240
	ANY REGION/PART WHERE FOUR EXPOSURES PER FILM WILL BE NEEDED FOR PLAIN X RAY .	320
ANY REGION/PART WHERE FIVE EXPOSURES PER FILM WILL BE NEEDED FOR PLAIN X RAY .	360	
ANY REGION/PART WHERE SIX EXPOSURES PER FILM WILL BE NEEDED FOR PLAIN X RAY .	420	

**Salient points regarding use of contrast will be as follows:**

- a) **CONTRAST AND CONSUMABLES ARE TO BE BOUGHT BY THE PATIENT/PATIENT PARTY.**
- b) **IF THE CONTRAST IS PROVIDED BY PARTNER THEN BASIC RATE WILL BE AS PER PRINTED MRP ON THE CONTAINER /VIAL OR Rs 400 PER UNIT WHICHEVER IS LOWER AND NECESSARY BILLS TO BE PROVIDED TO PATIENT PARTY.**
- c) **IV CONTRAST SHOULD ALWAYS BE NON IONIC.**
- d) **EACH PP PARTNER/O&M PARTNER MUST ENSURE EMERGENCY DRUGS AND ACCESSORIES READILY AVAILABLE AT THE TIME OF INVESTIGATIONS.**
- e) **DOSE OF THE CONTRAST IS TO BE ASCERTAINED BY THE RADIOLOGIST.**
- f) **AMOUNT OF CONTRAST USED SHOULD BE MENTIONED IN THE REPORT.**

### **SCHEDULE - 3**

#### **Technical Specifications of whole body Digital X-Ray (DR)**

- a) Model & Make : DX-D 600
- b) Name of the Supplier/Company: AGFA HEALTHCARE INDIA PVT. LTD.

Technical Specifications for Digital Radiography System (Ceiling Suspended)

#### **1. Generator**

- a) The Generator should be of high frequency of capacity of 50 KW or above.
- b) KVP range should be 40 KV- 120 KV or more.
- c) The output at 100 KV should be 500 mA or more.
- d) Should have display of KVP & mAs.
- e) Anatomical Radiography Programming should be possible.
- f) Indication for Exposure timing should be there with automatic exposure control facility

#### **2. X-Ray Tube and Collimator**

- a) The X-Ray Tube should be of rotating anode with dual focus having the following sizes: (i) Large focus: 1.2 mm or less (ii) Small focus: 0.6 mm or less
- b) The unit should have Anode Heat Storage capacity of 300 KHU or more.

- c) Distance measuring scale should be provided.
- d) Tube rotation on vertical axis should be +/- 90 degree at least.
- e) Tube Angulations around horizontal axis should be at least + 90 degree.
- f) Should have multi-leaf collimator having bright light source auto shut provision for the light along with automatic image shuttering and cropping facility.

**3. Digital Detector [Flat panel Caesium Iodide (CsI)] - 2 (Two) nos. of fixed type detectors**

- a) One detector should be fixed with horizontal table and another detector will be fixed with vertical bucky stand.
- b) The active image size of the detector should be at least 35 cm x 41 cm or more.
- c) The spatial resolution should be minimum of 2.5 lines pair/mm.
- d) The pixel size should be 200 micrometers or less.
- e) The detector should be capable of fixing in vertical Bucky stand.
- f) Detective Quantum Efficiency (DQE) should be 65 % or above at 0 lp/mm.

**4. Vertical Detector Stand**

- a) The unit should be provided with vertical stand.
- b) The unit should have provision to do all upright X-Rays.
- c) The vertical Detector should travel from at least 1.5 feet to 5 feet above floor level.
- d) Bucky tilting should be -16 to + 90 degree or wider

**5. Work Station**

- a) The operating console should have LCD/TFT monitor.
- b) Storage disc capacity should be 500 GB or more.
- c) The system should have built in DICOM interface ready.

**6. Table**

- a) Fixed type table with fixed type detector

**7. Accessories**

- a) Should provide with Dry Imager camera with DPI 500 or more. The Camera should print at least standard film sizes. The camera should have 2 online trays.
- b) Should provide with 3 no. of Lead Apron ( Light weight user friendly)
- c) One Separate additional work station to be provided
- d) UPS from reputed manufacturer of at least 30 minutes back up for the console only and a Servo Stabilizer of appropriate KVA for the whole system.
- e) The equipment should be new and unused. The manufacturing date should not be more than 180 days when it would reach the consignee address.
- f) Gonadal shield for boys and girls of all age group one set.
- g) Stand for LEAD apron and Gonadal shield.

**8. Standard & Safety :**

- a) Should be of US FDA / CE ("Conformité Européene") & AERB type approval.

**9. Warranty & CMC**

- a) Warranty and CMC includes (i) everything in specification of the equipment including Air conditioning, UPS, Servo Stabilizer and all other accessories (ii) all accessories and ancillaries in site preparation including interiors.
- b) All the items should be under warranty for 1 year followed by 7 years CMC. The Prices of CMC shall be considered for the evaluation. The service & spares will be available for another 3 years after the completion of 1 year warranty & 7 years CMC.
- c) Warranty and CMC will also include X-Ray tube which will have to be replaced by a new, fresh and functioning one in case of tube fault, if any, during period of contract.

**10. Desirable (D) items of the Technical Specifications of Digital Radiography**

- a) User friendliness of the software
- b) Accuracy of parameters related to radiation measured by a calibrated Dosimeter during onsite physical demonstration (Bidder shall arrange one valid calibrated Dosimeter for the purpose)
- c) DQE more than 65 at 0 lp/mm

**3. List of Other items/accessories with details:**

- a.
- b.

c.

(Signature)

Date:

MSVP/Superintendent

\_\_\_\_\_ Hospital

Received the possession of the above mentioned equipments, accessories on this day of \_\_\_\_\_ of \_\_\_\_\_ and solemnly declare that I shall abide by all the terms and conditions of the agreement as well as the terms mentioned in this certificate.

(Signature of Authorized Representative of the Concessionaire)

Date:

**<Name of the Organization>**

**<Address of the Organization>**

**<Name of the Authorized Representative>**

**<Designation>**