

Government of West Bengal
Department of Health & Family Welfare
PPP Cell
Swasthya Bhavan, GN-29, Sector-V
Salt Lake City, Kolkata – 700 091

No. HFW-14015(17)/9/2018-SPSRC SEC-Dept. of H&FW/PPP/1325

Date: 18/09/2020

Sub- Approval for renewal of agreement of Fair Price Diagnostic and Dialysis (Both in O&M and EOM model) at Bankura MCH.

To,

1. MSVP, Bankura Medical College & Hospital

This is in relation to the renewal of Fair Price Diagnostic and Dialysis at different Government Hospitals in West Bengal running in PPP (Both O&M [CAPEX by government] and EOM [CAPEX by Private Partner]) model as per departmental notifications issued from time to time, where the initial agreement was signed between Hospital authorities and concerned private partners selected through tender process.

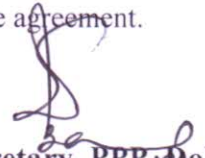
Approval is hereby granted for Renewal of agreement for a period of 4 years for (O&M) and 5 years for (EOM) Model of the following Fair Price Diagnostic and Dialysis (Both in O&M and EOM model), effective from the date of the as per the table below:

Sl No	Hospital	Facility	Partner	PPP Model	Date of previous agreement as per check list	Effective Date Of Renewal	Tenure of renewal of agreement in years(4yrs for O&M & 5 yrs for EOM)
2	Bankura, Samillani MCH	16 slice CT Scan	Spandan Diagnostic Centre Pvt. Ltd.	EOM	01.11.2015	01.11.2019	5

Fresh Agreement in standard format may be signed between respective Hospital authorities and the concerned private organization effective from the date for a period of 4 and 5 years as mentioned in the table above. All terms and condition of the agreement will apply for the entire period as mentioned above. All dues including Concession fees and electricity has to be cleared till date by the PPP partner before signing of the renewal agreement.

The agreement will be prepared in non judicial stamp paper of Rs. 100/- by the private partners for running the Fair Price Diagnostic and Dialysis. It is also to be noted that the performance security has to be renewed in form of Bank Guarantee to be furnished by the private partners while executing the agreement. This is applicable for both O&M and EOM units. For O&M units it will be 5% of the cost of equipments as already mentioned in draft agreement and for EOM units the amount will be Rs 10,00,000/- for CT Scan, MRI, Digital X Ray services. The performance security is to be executed with the concerned bank in non judicial stamp paper of Rs. 100/- . The duly completed bank guarantee needs to be provided as scheduled attached with draft copy of the agreement. The agreement has to be signed within 1 month of receipt of this approval.

The possession Certificate has to be renewed as provided in the draft copy of the agreement.



Secretary, PPP, DoHFW
Government of West Bengal.

No. **HFW-14015(17)/9/2018-SPSRC SEC-Dept. of H&FW/PPP/ 1325**

Date: **18/09/2020**

Copy forwarded for necessary information

1. Director of Health Service, Govt. of West Bengal.
2. Director of Medical Education Govt. of West Bengal.
3. MD WBMSCL, H& FW Govt. of West Bengal.
4. Special Secretary MERT, H& FW Govt. of West Bengal
5. Principal - Bankura Sammilani Medical College & Hospital.
6. CMOH -Bankura
7. Dy. CMOH-I & District Nodal Officer PPP -Bankura
8. IT Co-ordinator for web posting of the renewal notice.
9. Senior PA to Secretary of the Department.



**Secretary, PPP, DoHFW
Government of West Bengal.**

No. **HFW-14015(17)/9/2018-SPSRC SEC-Dept. of H&FW/PPP/ 1325**

Date: **18/09/2020**

Copy forwarded for information & necessary Action:

1. Spandan Diagnostic Centre Pvt. Ltd.



**Secretary, PPP, DoHFW
Government of West Bengal.**

This Renewal Agreement is made on this _____ day of _____ 2020 with effect from _____
for a period of five (5) years

AMONGST

The _____ [**Name of MCH/ DH/ SDH/ SGH/ RH/ Other Teaching Hospital**]
Government of West Bengal situated at _____ [**Name of place with district**]
represented by its MSVP/ Superintendent/ BMOH hereinafter referred as “The Hospital Authority”
(which expression shall, unless excluded by or repugnant to or inconsistent with the context, mean
and include the successors-in-office and permitted assigns) [**First Part**]

And

_____ [**Name of the Organisation**], an Organization incorporated under the
Companies Act, 1956 as amended hereafter / The Societies Registration Act, 1860 / The West Bengal
Societies Registration Act, 1961/The Indian Trusts Act,1882 as amended hereafter and engaged in
running of Diagnostic Centre/Hospital, having its office at _____ [**Office Address**
] represented by its _____, namely _____ hereinafter referred to as “**The Concessionaire**”
[**Second Part**]

AND

-----**Rogi Kalyan Samity**, an Organization incorporated under The West Bengal Societies
Registration ACT, 1961, as amended hereafter, having its office at _____ represented by
its Member-Secretary, namely _____ hereinafter referred to as “**RKS**”
[**Third Part**]

WHEREAS

1. Department of Health & Family Welfare, Government of West Bengal has identified several important needs and taken initiatives to strengthen the medical care services for greater benefit of the people in the State. Access to advance and state of the art diagnostic facility and Dialysis Services at affordable cost is one such important initiative that the DoHFW has planned to undertake for the benefit of the population at large. The purpose of these schemes through PPP is to use strengths and resources of both the partners to provide high-end diagnostic services at affordable cost.
2. Access to advance and state of the art diagnostic facility (16 Slice CT Scan Services) at affordable cost is one such important initiative that the DoHFW has planned to undertake for the benefit of the population at large;
3. Private Public Partnership (PPP) is one of such initiatives to use strengths and resources of both the partners to provide high-end diagnostic services at affordable cost;
4. The Hospital Authority on behalf of Department of Health & Family Welfare, Government of West Bengal, agrees to use its resources specified in Schedule A of this Agreement in partnership with the Private Partner;

5. The Private Partner is dealing in providing diagnostic facility (16 Slice CT Scan Services) and has the expertise and capital;
6. the Private Partner agrees to use its resources specified in this Agreement in partnership with The Hospital Authority on behalf of Department of Health & Family Welfare, Government of West Bengal;
7. The RKS is engaged in welfare of patients attending Hospital for treatment and for the developmental activities in Hospital;
8. The RKS agrees to act as facilitator on behalf of The Hospital Authority in receiving the concession money from The Private Partner and meeting the service charges payable to The Private Partner against free services provided by The Hospital Authority to its patients.
9. The DoHFW, GoWB thereafter invited Expression of Interest from eligible organizations as O&M partner for round the clock services of 16 Slice CT Scan Services at **Hospital** and in response thereto received proposals from several such organizations including the Concessionaire
10. After evaluating the proposals based on selection criteria incorporated in the scheme, the DoHFW accepted the proposal for 16 Slice CT Scan Services submitted by the Concessionaire whose **BID for Concession Fee** was found most competitive i.e. **Rs** (Rupees only) or 20% of the gross total income generated from the facility in that respective quarter whichever is higher **for each quarter** for 16 Slice CT Scan Services at **Hospital** and the Concessionaire was accordingly given offer vide Memo No. _____ dated __/__/____ to operate the __CT Scan__ services at the said hospital. The Concessionaire has duly accepted the offer vide their acceptance dated __/__/____. (* please mention the details of initial G.O. based on which private partner was selected).
11. Renewal of agreement for another terms of 5 years effective from 00/00/000 is hereby granted vide Memo No dated __/__/____. (* please mention the details of Renewal G.O. based on which private partner was selected).

NOW THIS AGREEMENT WITNESSETH as follows: -

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this agreement including schedules hereto, as of the date hereof and includes any amendment hereto made in accordance with the provisions hereof.

“Applicable Laws” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including the Act, judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement.

“Applicable Permits” means all clearances, permits, authorisations, consents and approvals under or pursuant to any of the Applicable Laws, required to be obtained and maintained by the Concessionaire, in order to implement the Project and to transact in the facilities and services in accordance with this Agreement.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“BPL” means Below Poverty Line

“Clearance” means any consent, license, approval, registration, certification, exemption, permit, sanction or other authorization of any nature which is required to be granted by any Government Authority for the scheme and for all such other matters as may be necessary in connection with the scheme.

“ Clinical Establishment Acts” means The West Bengal Clinical Establishment Acts 1950 or modified hereafter.

“Clinical Establishment Rules” means The West Bengal Clinical Establishment Rules 2003 or modified hereafter.

“CAMC” means comprehensive annual maintenance contract relating to equipments and accessories

“Competent Authority” means the Government Agency responsible for regulating the operations of the specific services in the hospital.

“Concessions” shall have the meaning ascribed to it in Article 2 of this Agreement.

“Concession Fee” means the amount in Rupees that The Concessionaire is bound to pay to the Rogi Kalyan Samiti of the Hospital as per terms of this agreement and more elaborately described under Article 4 of this Agreement

“Concession Period” shall have the meaning ascribed to it in under Article 2 of this Agreement.

“DH” means the District Hospital of the concerned District

“DoHFW” means the Department of Health and Family Welfare, GoWB.

“Equipments and Accessories” means the specific model and make of the Equipments and Accessories procured by the WBMSCL and DoHFW and handed over through the Hospital Authority to the O&M partner for use in accordance with the terms of this agreement

“Encumbrance” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances and encroachments on the Project Site.

“Free Services” means CT scan / MRI scan /Digital X ray services to be conducted at free of cost in accordance with the provision of this agreement

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected from a skilled and experienced Person engaged

in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a scheme of the type similar to that of the scheme.

“Government Agency” means GoWB, DoHFW, MSVP/Superintendent of _____ Medical College & Hospital / District Hospital / Sub Divisional Hospital, other competent personnel of the Hospital authorized by the MSVP/Superintendent of the _____ Medical College & Hospital / _____ District Hospital and or any state government or governmental department, The West Bengal Medical services Corporation Ltd (wholly owned by the Government of West Bengal), commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Hospital or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“GoWB” means the Government of the State of West Bengal.

“Hospital” means the _____ Medical College & Hospital / _____ District Hospital / _____ Sub Divisional Hospital under the Department of Health & Family Welfare, Government of West Bengal. _____ -

“Hospital Authority” means the competent body who are responsible for regulating/monitoring the operations of the services under PPP.

“Hospital Site” means the unit no. _____/room no. _____/ _____ area within the Hospital, particulars whereof are set out in **Schedule ‘A’** in which the scheme is to be implemented and the Services to be provided by the competent personnel of the Concessionaire in accordance with this Agreement.

“Month” means English Calendar Month

“Material Adverse Effect” means material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

“Material Breach” means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“Monitoring Agency” means the competent body in the Hospital who are responsible for monitoring the functioning of this scheme under PPP.

O&M partner means the organization selected for operating the services under PPP

EOM Partner means the organization selected for Establishment Operation and maintenance of the services under PPP

“PPP” means Public Private Partnerships set up by the DoHFW, GoWB to operate the services by the selected O&M partner under the provisions of this agreement

“Price” means the price chargeable for _____ for each of the investigations to Referral Patients of the Hospital, fixed as per Schedule C hereof.

“Referral Patients” means the patients referred from the concerned Hospital of the DoHFW,GoWB as well as patients referred from any of hospitals of the DoHFW, GoWB to the _____ centre under PPP

“RKS” means Rogi Kalyan Samiti of the concerned Hospital

“Scheme” means the scheme promulgated by the DoHFW, GoWB for and in respect of the establishment and operation of the services in the hospital under PPP.

“SDH” means the Sub Divisional Hospital in the concerned District under the DoHFW, GoWB

“Termination” means early termination of this Agreement pursuant to Article 10 of this Agreement.

“Utilities” means water connection and electricity connection for the Centre under PPP.

“WBMSCL” means the West Bengal Medical Services Corporation Ltd (wholly owned by the Government of West Bengal)

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a** any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b** references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;
- c** the words importing singular shall include plural and vice versa
- d** the headings are for convenience of reference only and shall not be used in, and shall not affect the construction or interpretation of this Agreement;
- e** the words "include" and "including" are to be construed without limitation;
- f** any reference to day shall mean a reference to a English calendar day;
- g** any reference to month shall mean a reference to English calendar month;
- h** the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- i** any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- j** any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Agency shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party or the Monitoring Agency, as the case may be, in this behalf and not otherwise;
- k** unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

ARTICLE 2

CONCESSION

2.1 Grant of Concession

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Hospital Authority hereby grant and authorise the Concessionaire to undertake round the clock operation and management of 16 Slice CT Scan Services installed by the DoHFW at _____ Hospital and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement (“the Concession”).

2.2 Concession Period

The Concession hereby granted is for a period of five (5) years commencing from the date hereof and ending with _____ (“the Concession Period”) during which the Concessionaire is authorised to operate the Centre in accordance with the provisions hereof.

Provided that the Hospital Authority shall be entitled to review the performance of the Concessionaire at the end of each year from the date hereof subjected to permission of departmental authorities.

Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date.

2.3 Acceptance of Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the scheme to establish, operate and manage the 16 Slice CT Scan Services installed by the round the clock and to perform/discharge all of its obligations in accordance with the provisions hereof.

2.4 Hospital Site, Equipments & Accessories and Utilities

- a. The Hospital Authority has on the date hereof handed over to the Concessionaire physical possession of the Hospital Site as described under Schedule “A” as per the applicable norms of The Clinical Establishment Acts and The Clinical Establishment Rules free from Encumbrance. The details of the equipments and accessories installed by the private partner in the hospital site are described under Schedule “B” for establishment ,operation and management of the 16 Slice CT Scan services. The ownership of the hospital site remains with the Hospital authority at all times. The Concessionaire shall only have the right to use the Hospital Site to undertake the services for 16 Slice CT Scan as EOM partner in accordance with the provisions of this Agreement.
- b. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Hospital Site including the equipments and *accessories* installed therein.
- c. The Concessionaire shall not be allowed to carry out any structural modifications in the Hospital Site. However, the Concessionaire shall be allowed to make furnishing and painting of the premises if it so desires at its own cost.
- d. The Concessionaire shall not without the prior written consent or approval of The Hospital Authority use the Hospital Site for any purpose other than for the purpose of the 16 Slice CT Scan services and purposes incidental or necessary thereto.

- e. At all times during the pendency of this Agreement, The Hospital Authority shall provide/arrange for Utilities for the Centre. The water supply shall be 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.
- f. Use of electricity will be allowed by the hospital authorities for which the Concessionaire 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 the Concessionaire 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 Concessionaire. 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. However, the hospital authority shall arrange at their cost installation of the electrical connection and augmentation, if required, in the operating room/s for the facilities undertaken by The Concessionaire under PPP.
- g. **The display board of the 16 Slice CT Scan Services shall also indicate in vernacular language**
“Najyamuller Rog Nirnoy Kendra
16 Slice CT Scan Services *Pariseva*
Paschimbanga Sarkar o _____ –er joutha udyog”

ARTICLE 3

SECURITY DEPOSIT FOR THE EQUIPMENTS AND ACCESSORIES

- a. The Concessionaire shall furnish **The Security of Rs 10,00,000/-** (Ten Lakhs only) _____ (in words) in the form of Bank Guarantee Deposit with any nationalized/scheduled Bank acceptable to the DoHFW valid for **66 months** from the date of this agreement towards security for the cost of equipment provided by the Concessionaire for use of the services as EOM partner.
- b. The Bank Guarantee as stated above shall be issued by the concerned Bank in non-judicial stamp paper of Rs 100/- (Rs one hundred only) in favour of MSVP / Superintendent of the _____ Hospital
- c. The Security deposit as stated above under ‘a’ shall be liable to be forfeited if this agreement is terminated before its due date of completion for any of the default by the Concessionaire specified under Article 11 entitling the Hospital Authorities to terminate this Agreement

- d In the event of renewal of this agreement for another term for five years after the date of expiry of this agreement, the validity of the Bank Guarantee for the security deposit shall be required to be extended for another 66 months

ARTICLE 4

Concession Fee

- a The Private Partner (PSP) shall deposit the fixed concession fee or 20% of gross revenue earned from patients referred from Government Hospitals and Private Cases from MRI facilities on a quarterly basis to the Rogi Kalyan Samity of the Hospital. For purpose of calculation of revenue earned from patients referred from Government hospitals the Rates for 16 Slice CT Scan Services as approved in Annexure C will be taken into consideration including the rate approved for all other incidental charges including extra charges towards contrast studies. However the cost towards procurement of contrast material will not be included towards calculation of concession fees.
- b The concession fee shall be deposited / issued in the account of the Rogi Kalyan Samiti (RKS) of the Hospital by the Concessionaire for each Quarter not later than 10th working day of the following month of each of the completed Quarter.
- c The amount of Premium payment / concession fees so received by the RKS will be fully utilized by it for providing free services to the patients eligible for free services coming to the MRI facilities of the said hospital as per provisions mentioned under Article 6 of this Agreement and cannot be utilized for any other purpose until further Government orders. RKS or the Hospital Authorities will pay the service charges to the Private Partner against bill raised by the Private Partner for such cases after satisfactory verification of documents by accounts section of the hospital as per existing Government Order.
- d Failure to deposit Premium fee by the Private Partner (PSP) for a given quarter within the due date as per terms of the agreement shall result in termination of the agreement as described under Article 11.
- e The Department shall review the amount of concession fee in case of renewal of this agreement at the end of the tenure of this agreement

ARTICLE 5

PRICE AND PAYMENT

5.1 Price, Levy, Collection and appropriation of charges

- a. Subject to the provisions of this Agreement, 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 16 Slice CT Scan Services in EOM model are provided in under Schedule C of this Agreement.

- b. The Concessionaire shall ensure that the rates as provided under Schedule C are prominently displayed in the facility where the services are provided
- c. Private Service Provider may conduct 16 Slice CT Scan Services 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.
- d. Provided that the patients of the concerned Hospital and Hospitals under the DoHFW,GoWB will get priority at all times for use of the _16 Slice CT Scan Services operated under this agreement.

ARTICLE 6

FREE SERVICES AND PAYMENTS

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 16 Slice CT Scan Services in EOM model are provided in under Schedule C of this Agreement.
- ii. Rates should be prominently displayed by the Private Service Provider in the facilities where these services are provided.
- iii. Private Service Provider may conduct 16 Slice CT Scan Services 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.

B. Free Services

- i. The policy of free services shall be applicable to all patients as per present policy of the State government. Free services will be provided to all such patients eligible for free services as per guidelines of the DoHFW. These patients will be referred by the MSVP of the Medical College/Superintendent of the DH/SDH/SGH/SSH recommending for free services with the required hospital prescription of the concerned patients. The EOM partner shall undertake the CT Scan 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 Dialysis sessions. 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 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 monthly basis and on production of bill.
- v. The EOM partner shall keep relevant record for such free services (e.g photocopy of prescription). The monthly information system shall include necessary details of free services provided during the month. Also the same documents have to be uploaded in the approved software of the department.
- vi. The RKS/ Accounts Section of the concerned hospital shall reimburse the cost for such free services to the EOM partner on monthly basis on submission of required documents as per existing Government Order.
- vii. Monitoring of implementation of the policy on free services shall be undertaken by the authorized personnel of RKS.
- viii. 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 the fixed amount or 20% of the gross revenue earned from both government and private cases in each quarter or a fixed amount 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 10th 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 16 Slice CT Scan 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

ARTICLE 7
CONCESSIONAIRE'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its obligations under this Agreement, the Concessionaire shall have the following obligations:

7.1 Implementation of the scheme and operation & maintenance of equipments

The Concessionaire shall

- 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, or where Renewal of agreement is required, 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 10th day of the 1st month of the subsequent quarter to be incorporated in the agreement. 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.
- 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 10th 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 7C.
- e. As per Clause 7.1.c above if the partners fails to clear the due Concession fees with applicable penalty charges within the time allowed the hospital authority will not be liable to make any further payments to the private party for free services provided by them until all such due with penalty are cleared. Moreover the private partner has to continue service under all circumstances even if termination clauses are applied for default of payment of concession fees or any other reasons by the hospital authority until 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.

- f. Installation of electricity meter in its own name will be undertaken by the O&M/EOM partner. 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.
- 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 25th day of the first month of the subsequent quarter subjected to timely payment of concession fees as per clause 7C 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 16 Slice CT Scan 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 furbishing 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. There will be a two stage verification process for procurement and installation of the 16 slice CT Scan 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.
- s. 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 of 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.*
- t. 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.
- u. 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
- v. Service standards will be followed by the Private Service Provider in accordance with the Good Industry practices
- w. 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.

- x. 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.
- y. The Private Service Provider will ensure that the services would be operational for the duration of time as prescribed under Section 7.1bb
- z. 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.
- aa. 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.
- bb. 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.
- cc. The service provider will have to maintain an uptime of 90% with maximum 7 days of downtime at a stretch for 16 Slice CT Scan 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 16 Slice CT Scan multiplied by the total MRI Scan 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 16 Slice CT Scan (including free transportation of patients) if machine are broken down for a period greater than 24 hours. The rates of 16 Slice CT Scan as per contracted value in agreement will not change in any case.
- dd. 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
- ee. Any 16 Slice CT Scan equipment which is more than 10 (ten) years old needs to be replaced with a new machine of minimum 16 slice CT Scan. The private partner will submit necessary documents certifying the age of the machine to the hospital authority and intimate at least six months in advance before expiry of tenure of 10 years of the existing 16 Slice CT Scan machine and take necessary measures to replace the same with a new machine.
- ff. 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.

- gg. 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.
- hh. 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.

7.2 Educational Facilities:

- a. The Concessionaire 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.
- b. The Concessionaire 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
- c. 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.
- d. 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.

7.3 Information System:

- a. 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.
- b. 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.

- c The Concessionaire shall maintain all necessary records relating to claim for reimbursement of free services provided to the patients in each month.
- d The Concessionaire shall bear all expenses as part of their operating costs for procurement and usage of required facilities/services for generating the above information and submitting required documents in this respect.
- e As and when the new real time web based software is launched by the DoHFW, the private Service Providers will have to implement the software package in their units and comply with the SOP (Standard Operating Procedure) for the software as issued and modified by the DoHFW from time to time.
- f The Hospital Authority may undertake evaluation of the impact and cost- effectiveness of Assignments or programmes or schemes for which this agreement has been made. The Private Partner shall, if required, give The Hospital Authority or its representative's reasonable access to records held by it in connection with the services and shall give all reasonable co-operations to the evaluators appointed by The Hospital Authority.

ARTICLE 8

OBLIGATIONS OF THE HOSPITAL AUTHORITY

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Hospital Authority shall have the following obligations:

- a) The DoHFW shall provide ready-to-use space as per technical specification for operation and management of the 16 Slice CT Scan 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 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 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 Hospital authority and the 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) 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.
- e) The DoHFW shall incorporate the Standard Operating Procedures (SOPs) for each of the services to be followed by the concerned EOM partner. The Standard Operating Procedures (SOPs) for 16 Slice CT Scan services is as per recommendation of State Level Technical Experts and is widely circulated in the website of the Health Department.
- f) 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.
- g) The space will be provided by the Hospital authority of approximately 1000-1200 sq ft for establishment and installation of Gantry unit, console system, UPS unit and Doctors/reporting room and a space for generator for DG backup. 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.
- h) refer patients for free services in accordance with the provisions of this agreement;
- i) make timely reimbursement of the cost of free services provided by the Concessionaire in accordance with Article 6 of this agreement;
- j) 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;
- k) form a monitoring committee to oversee the operational activities of the 16 Slice CT Scan services and ensure that the services are provided as per provisions of the agreement
- l) Monitoring installation of approved soft ware packages of the DoHFW for disseminating information on multiple parameters on operation and management for the 16 Slice CT Scan services undertaken by the Concessionaire in the concerned hospital;
- m) monitor signing of the CMC by the Concessionaire with the supplier as per the contracted value three months prior to completion of warranty period;
- n) Facilitate integration of the Concessionaire and the supplier to ensure services as per provision of this agreement by the Concessionaire including maintenance of equipments.
- o) Issue necessary clearance to The Concessionaire to commence services as per provisions of this agreement after installation of equipments by the supplier
- p) grant or where appropriate provide necessary assistance to the Concessionaire in securing Clearances;

- q) 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.
- r) 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.
- s) 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.
- t) 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.

ARTICLE 9

OBLIGATIONS OF THE RKS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Hospital Authority shall have the following obligations:

- a. The RKS shall receive the premium fees as described herein from The Private Partner and keep separate accounts thereof;
- b. The RKS or the Hospital authority shall make payments for the free services from the available fund and as per extant government rules to The Private Partner against its claims for service charges to free patients recommended by The Hospital Authority and keep proper accounting thereof;
- c. The RKS shall report within 5(five) days of default to The Hospital Authority any failure on the part of The Private Partner to deposit premium fees receivable from them within the schedule timeline as specified in article 4.b herein;
- d. The RKS shall submit quarterly report within 15th working day of the next quarter to The Hospital Authority containing the receipts of premium fees from The Private Partner and payments there from of the service charges of free patients;

- e. The RKS shall provide the above services free of cost.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES, DISCLAIMER

10.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Hospital Authority that:

- a** it is duly organised, validly existing and in good standing under the laws of India;
- b** it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c** it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d** it has the financial standing and capacity to implement the scheme;
- e** this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f** it is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g** the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- h** there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may in the aggregate may result in Material Adverse Effect;
- i** it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- j** it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- k** no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to the Hospital Authority, the DoHFW, the WBMSCL or to any Government Agency in relation to Clearances contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- l** no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any Person to procure the Concession.

10.2 Representations and Warranties of the Hospital Authority

The Hospital Authority represents and warrants to the Concessionaire that:

- a** it has full power and authority to grant the Concession;

- b it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c This Agreement constitutes the Hospital Authority's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

10.3 Obligation to notify change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 11 TERMINATION

11.1 Causes of Termination

Any of the following events shall constitute an event of default by the Private Service Provider entitling DoHFW 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 the statutory requirements, Clinical Establishment Acts, Rules and other applicable norms and any of the terms of this agreement.
- c. Failure to comply with the requirement of the duration of services as per provision of this agreement
- d. Failure to comply with SOPs for operation and management of the services
- e. Collecting charges from the patients in violation of the Policy on User Charges
- f. Failure by the Concessionaire to deliver timely reports on more than five occasions in a month in case of 16 Slice CT Scan services
- g. Inaccuracy detected in at least three occasions in a period of three months in the reports generated in the Centre for 16 Slice CT Scan services
- h. Error detected in more than two occasions in three 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.
- i. Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the Concessionaire for operation and management of the services.

- j. Engagement of unqualified persons for running of the Services
- k. Use of the allocated space by the Concessionaire for any other purpose other than the approved scheme.
- l. 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.
- m. In case the private partner fails to pay the concession fees /20% of the gross revenue generated in the quarter whichever is higher within 10th 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.
- n. Failure to execute CMC of the equipments and accessories in accordance with the terms of this agreement
- o. 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.
- p. Failure to undertake proper maintenance and upkeep of the equipments and accessories in accordance with the provision of the agreement

.11.2 Notice/Show Cause and Termination:

- a. Upon occurrence of any of the defaults, Hospital Authority would follow the procedures of issuing time bound (one month) Notice/Show Cause before deciding on termination of the agreement. The decision of DoHFW represented by the Hospital Authority 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).

11.3. 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.

11.4. Consequences of Termination

- a) Upon Termination of this Agreement for any reason whatsoever under Section 11 , the Private Partner (PSP) shall deliver possession of the Hospital Site and all equipments and accessories if any provided to it by The Hospital Authority after removing from the Hospital Site the materials, equipments and accessories 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.

Article 12

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.

ARTICLE 13

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.

ARTICLE 14
MISCELLANEOUS

a) Validity

i. This Renewal Agreement shall be valid for a period of FIVE (5) years effective from 00/00/0000 [Please enter the date as approved in the Government order for renewal]. This agreement is subjected to renewal for another term of 5 years based on satisfactory consecutive annual performance review reports during the present period of contract or as decided by the Department of Health & Family Welfare regarding renewal policy from time to time.

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

iii 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 based on performance appraisal and on mutual consent. ***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.***

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 and the equipments and accessories provided to it to the Hospital Authority if any free of cost and in ideal condition. All the equipments must be in absolute running condition. The equipments and accessories installed by the private partner have to be removed as per agreed upon time by the private party.

c) Assignment and Charges

i. The Private Partner shall under no circumstances whatsoever create Encumbrance over the Hospital Site and the equipments installed 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

This Agreement shall be governed by the laws of India. The Courts of Kolkata in West Bengal, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.

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.

SCHEDULE 'A' OF THE AGREEMENT

Hospital Site, Equipments, Accessories and Possession Certificate

- 1. Hospital Site: Room no/s. ____ (with site map)**
- 2. Equipments and Accessories: provided by the private partner under Schedule 'B' of this Agreement**

Possession Certificate

Whereas it has been decided by the _____ Hospital that _____ services would be set up in the Hospital with the participation of private sector by –
_____ (the Concessionaire) to provide _____ Services in accordance with the Agreement executed on _____ between the Concessionaire and the _____.

Whereas in terms of the aforesaid Agreement executed, the Hospital Authority is required to provide adequate rent-free space at _____ Hospital to the above Concessionaire for running of services for _____ established by the Hospital Authorities through the selected vendor who has installed the equipments.

Whereas the covered space in total area of _____ square feet as indicated in the enclosed site map, within the premises of the Hospital has been identified as the hospital site in respect of the _____ services referred to above.

Whereas in terms of the aforesaid Agreement executed, the Hospital Authority is required to hand over the required space for installation of equipments, accessories as specified under Schedule 'B' of the Agreement by the selected Concessionaire for running of services for _____ established by the Hospital Authorities through the selected Concessionaire who has installed the equipments to their selected vendor.

Now in keeping with the Agreement aforesaid, the right of occupancy of the space, details of which are indicated in the site map is hereby handed over to _____ (the Concessionaire) on the following terms and conditions:

1. The ownership of the hospital site, remains with the _____ Hospital and the Concessionaire shall have only occupancy right to the hospital site for running of the services of _____ till such date as the agreement executed between the Hospital Authority and the Concessionaire shall remain valid.
2. No encumbrance of any nature shall be created in the hospital site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.
4. The occupant shall not sell, transfer or rent out this hospital site and equipments, accessories etc for any purpose whatsoever and this site and equipments, accessories will be used exclusively for the _____ services by the Concessionaire, signatory to the agreement with the Hospital Authority.
5. The occupant shall comply with the requirement for proper care and maintenance of the equipments and related accessories procured and installed by the Concessionaire for establishment operation and management of the services under the scheme.
6. The occupant shall in respect to the said hospital site, equipments and accessories be subject to the provision of the said agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the agreement with the Hospital Authority.
7. The occupant shall vacate the hospital site, in absolutely good and working condition in the event of the termination of the agreement or at the end of five years whichever is earlier.

(Signature)

Date:

MSVP/Superintendent

_____ Hospital

Received the possession of the above mentioned hospital site 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>

SCHEDULE- B -

(THE SPECIFICATION AND MAKE OF THE 16 SLICE CT SCAN EQUIPMENT AND ALL ACCESORIES HAS TO BE INCLUDED BY THE RESPECTIVE HOSPITAL AUTHORITIES AS PER DOCUMENTS RECEIVED FROM THE PRIVATE PARTNERS WHO HAVE PROCURED THE MRI MACHINE AS PART OF THIS AGREEMENT)

(Standard Technical Specifications as in the Tender Documents is provided below)

Technical Specifications of whole body 16 Slice CT Scanner

(Technical Specification for Multi Slice (16 Slice) CT scanner)

16 Slice CT Scanner

1. Operational requirements

The spiral CT scanner system for high resolution whole body scanning. The instrument must be capable of acquiring minimum 16 slices per 360° rotation.

2. Technical Specifications

a) Scan Time

The scan time for one gantry rotation of complete 360° rotation should be subsecond.

b) Scanning Capability

- i. Pediatric and infant base protocols shall be available based on the infant weight
- ii. Real time contrast monitoring acquisition with auto scan initiation protocol and with auto injector trigger.
- iii. High Contrast Resolution should be at least 15 lp/cm for axial and spiral scan at 0% MTF
- iv. Low contrast resolution should be at least 3 mm at 3%

c) Gantry

- i. Aperture of 70 cm or more
- ii. Auto Positioning Lights
- iii. Should have FOV of at least 40 cm or more
- iv. Tilt remote physical tilt of +/- 30° or more

d) Detectors

Data acquisition system capable of acquiring 16 Slices or more per 360° rotation with 20 or more rows of detector.

e) Slice Thickness

16 slice acquisition with minimum thickness of 0.75 mm or less

f) Pitch Factor (Volume Pitch)

Should be variable between 0.5-2 or better and should be user selectable or automated. Specify all possible pitch selections.

g) Scan Time and length in Spiral/Helical Technique

Should be at least 100sec continuous

h) X-Ray Generator

- i.** High Frequency type
- ii.** Power output: 48 KW or higher
- iii.** Voltage Selection: 90-135KV or wider
- iv.** mA Range: 300 mA or more (with incremental steps ≤ 10 mA)

i) X-Ray Tube

- i.** Anode Heat Storage Capacity- Minimum of 5 MHU
- ii.** Anode Heat Dissipation: Minimum of 800 KHU/minute or more with latest technology
- iii.** Specify Max. mA (for each KV)

j) Patient Table

- i.** Carbon Fibre Table Top with Load carrying capacity 200 Kg with 1mm positioning accuracy.
- ii.** Horizontal Table speed preferably 100 mm/sec.
- iii.** Metal free scanable range of 150 cm or more
- iv.** Facility of positioning aid for horizontal Isocentric positioning of the patient.

k) Image Reconstruction

- i.** Reconstruction Field of View Range: 5-50 cm
- ii.** Reconstruction Matrix: 512 X512

l) Image Display

Image Area Matrix Dimension: 1024 X 1024

m) Image Reconstruction

- i.** Image reconstruction capability should be at least 16 images/sec.
- ii.** Image Storage Capacity 500 GB or more

n) Operator Console & Workstation

- i.** It should have a large 18" or more high resolution LCD monitor.
- ii.** The system should be user friendly with all functions menu driven. It should be modern user interface.
- iii.** All functions including scanning image reconstruction, film documentation, archiving, transferring, MPR Angiography maximum intensity projection, 3D volume rendering, 3D SSD, CT Angio, CT Urography, vessel analysis, should be possible on operator console, with facility for brain and body perfusion, MIP, CT Angio software with quantitative vessel analysis.

o) Computer System & Image Processor

- i. 64 Bit/32 Bit main CPU with at least 2 GB RAM memory or better
- ii. High speed CPU using Pentium IV or better running at 3.0 GHz or better
- iii. Hard Disc of 500 GB or more
- iv. Image storage of 250,000 or more of 512 matrix
- v. CD archive with 600 or 700 MB capacity discs
- vi. Image Processor: Operating system shall be windows based
- vii. The image reconstruction time should be at least 16 images /sec or better for all types of acquisition modes including Cone Beam Correction, Neuro Imaging studies.

p) Software

- i. Should have DICOM 3.0 compatibility
- ii. Volume rendering technique with axial cross reference imaging along with measurement tools on volume rendered image 3D, 3D small volume measurement package MIP slab viewer

q) Patient Communication System

An integrated intercom and Automated Patient Instruction System (API) should be provided

r) Others

- i. System should have PACS interface ready without any new hardware or software.
- ii. Fully DICOM 3.0 compliant including
 - DICOM Modality work list, with automatic procedure selection
 - Capability from HIS-RIS interface
 - A Barcode reader for entering patient data from HIS RIS must be possible.
- iii. Dose saving protocols must be available

s) Dry Imager Camera with

- i. Resolution: 16 bits/ 500 dpi or more with minimum three ports.
- ii. Support Multiple Film Sizes: one of which must be 17"x14"
- iii. Throughput of 90 films or more per hour.
- iv. DICOM 3.0 Compatible

t) LASER Colour Printer

- i. DICOM 3.0 Compliant
- ii. Resolution- at least 1200x1200 dpi.

u) Accessories

- i. Lead Glass of size 100 X 150 cm
- ii. Pressure Injector (300psi) with 100 syringes
- iii. Patient Trolley
- iv. UPS from reputed manufacturer having at least 30 minute back up with appropriate KVA
- v. The equipment should be new and unused. The manufacturing date should not be more than 180 days when it would reach the consignee address.
- vi. All patient positioning accessories including head rest
- vii. Full composite Anaesthesia facility for paediatrics and adults is a must.

Standard & Safety

Should be of US FDA & CE ("Conformité Européene"), AERB approved

Site preparation including interiors and Air-conditioning

- Area to be Prepared including interiors: 750 sq. feet approx (Only covered space would be provided to the supplier)
- Vendor to prepare complete interiors including wall finish, flooring, false roofing, high quality room lighting, A/C ducting, Gas Pipelines etc.

Warranty & CMC will include the following:

- (a) The equipment including all other accessories and ancillaries as given in the specifications of the equipment including, UPS, UPS Battery, X-Tube of CT Scanner, etc.
- (b) All the accessories and ancillaries including Air conditioning machine required for the site preparation and interiors

CT Scan Services

Site preparation including interiors and Air-conditioning

The interior work and lighting at the Gantry room, equipment room, console room, patient waiting area should be of good quality and standard. Selected bidder will be handed over covered space of carpet area around 750 sq feet.

1. Area to be prepared including interiors: Carpet area of 750 sq. feet approx. The area should have properly lead shielded wherever required as per BARC norms.
2. Height of the room (up to false ceiling): 3.0 m and above
3. General
 - a) Floor: Floor (except of CT room) should be of premier quality double charged joint less vitrified mirror polished tiles. Antistatic floor for CT room
 - b) Ceiling: Ceiling should be of Mineral fiber board with aluminum grid. 2/3 coats of distemper on true ceiling.
 - c) Wall: Walls should be of premier quality double charged joint less vitrified mirror polished tiles up to false ceiling. Wall specification should be as per BARC norms

Door for CT Room: Door: First quality seasoned shagoon wooden door of minimum 40 mm thick double leaf of width 1500 mm with 150 mm X 150 mm vision panel, plastic kicking plate fixed with headless screw, high gloss wax polish. The door should be fitted with proper locking arrangement, door closure, handle and stopper. Wooden frame from 125 mm x 100 mm of good quality Shal / Shagoon wooden block. The door(s) should be lead shielded as per AERB norms.

- d) Paint: 2 coats synthetic enamel paints over 2 coats primer over wall putty (if required)
- e) Viewing Window: Size of the Lead window should be at least 2'' (H) X 4'' (W)
4. Air-conditioning machine:

The total carpet area mentioned (i.e 750 cu ft. for one tone) has to be properly air-conditioned. Split / Ductable Split type AC machines having appropriate rating to bring down and maintain room temperature to be $20^{\circ} \pm 2^{\circ}$ celsius. There should be sufficient number of the AC machines to run the service round the clock (i.e 100 % backup). The service should be uninterrupted in case of breakdown of any of the AC machine(s).

A/C ducting to be prepare, if required. Humidifier and Dehumidifier should be provided to maintain the humidity level at 40-60 % at Gantry room and in other area(s), if technically required.

5. High quality room lighting (LED up to 400 LUX of illuminance)
6. Medical Gas Pipeline system [O₂, N₂O, Air (4 Bar) and Suction] with imported outlet points along with matching adapter etc. should be provided. Inside pipeline in the Gantry room to be completed in all respect and the entry points of the pipelines should be terminated at a suitable place outside the Gantry room with medical grade isolation valves.
7. The bidders to submit drawing layout plan of the interior. At least 15 -20 patient holding positions has to be mentioned in the drawing layout plan. Sufficient furniture to be supplied for the console room.
8. Wiring System:
 - a) Light, Fan, 5 Amp Plug: 3 X 1.5 sq. mm copper conductor FRLS wire should be provided.
 - b) Power Plug (15 Amp): 2 X 2.5 + 1 X 1.5 sq. mm copper conductor FRLS wire should be provided.
 - c) Split/ Ductable AC wiring: 2 X 4 + 1 X 2.5 sq. mm / suitable gauge copper conductor FRLS wire should be provided.

Earthing: Two nos. Copper plate earthing as per PWD schedule

Note: The items mentioned above are indicative in nature

Schedule- C

Rates of 16 Slice CT Scan Services for patients of State Government Hospitals (CAPEX by Private Partners)

(All rates are inclusive of GST)

Facility	Category of test / Investigation	Investigation Rate (16 slice) [CAPEX by partner]
CT Scan	Brain/Head	600
	Orbit	600
	Pituitary/Sella	600
	PNS Nasopharynx	870
	Neck	870
	Face	870
	Thorax/Chest	870

Facility	Category of test / Investigation	Investigation Rate (16 slice) [CAPEX by partner]
	Upper/Lower Abdomen	870
	Whole Abdomen	1740
	Cervical/Lumbar Spine	870
	Pelvis	870
	L. Limb/U. Limb	1050
	Femur/Tibia/Thigh/any joint	870
	CT Guided FNAC	600
	KUB/CT Urography	1500
	HRCT Thorax	800
	HRCT Temporal Bone	800
	3D CT of any organ/part /joint	900
CT Angiography/ Venography	Head/Neck	1440
	Thorax/Chest	1440
	Upper Abdomen	1440
	Lower Abdomen	1440
	Whole Abdomen	2400
	Peripheral each limb	2160
	Local /specific vascular territory like coeliac axis, superior mesentric artery,renal artery ,spleno-portal axis etc	1800
Triphasic CT Scan	Triphasic CT For a specific organ/region of interest (with automatic power injector)	2160
CT Scan Myelography	a. Whole spine	3800
	b. Single part	2300
CT Scan	CT Cisternography	2300
	CT Enterography (Dual Phase)	3100
	CT Cochlea and Inner ear (with or without Cochlear implant)	2300
	Quantitative CT Bone Mineral Density assessment (Single part)	1600

Salient points regarding use of contrast will be as follows:

- I. CONTRAST AND CONSUMABLES ARE TO BE PROCURED AS PER EXISTING GOVERNMENT ORDERS.
- II. 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.
- III. IV CONTRAST SHOULD ALWAYS BE NON IONIC.
- IV. EACH PP PARTNER/O&M/EOM PARTNER MUST ENSURE EMERGENCY DRUGS AND ACCESSORIES READILY AVAILABLE AT THE TIME OF INVESTIGATIONS.
- V. DOSE OF THE CONTRAST IS TO BE ASCERTAINED BY THE RADIOLOGIST.
- VI. NO ADDITIONAL CHARGE FOR THE RADIOLOGIST SHOULD BE TAKEN FROM THE PATIENT/PATIENT PARTY.

- VII. 5 MM CUT IN CASE OF BRAIN /HEAD MUST BE ENSURED.
- VIII. VOLUMETRIC SCAN TO BE ENSURED IN THORAX / ABDOMINAL STUDY.
- IX. ADDITIONAL RS 100 WILL BE CHARGED FOR THINNER SLICEC AS CLINICAL CONDITION DEMAND.
- X. AMOUNT OF CONTRAST USED SHOULD BE MENTIONED IN THE REPORT

Rates of other cases/special cases will be fixed on economy of scale.

NB;- For all those hospital where the service for all patients referred from any government hospital have been made totally free as per as per Memo No HFW/NHM-423/2016/3687 Date 29/11/2016 and operational guidelines vide Memo No HF/PPP/19/2016/752 Dated 29/11/2016 , vide order no 256-MS/HF/PPP/1/2018 dated Kolkata the 18th September, 2018 and G.O. No: H/TDE/73/HFW-14015 (99) / 1/ 2018 –SPSRC –Sec-Dept of H&FW, Dated 28.01.2019 the guidelines should be followed by the Hospital Authorities.

IN WITNESS WHEREOF the parties hereto of the first, second and third part have set and subscribed their respective hands and seals on the day, month and year first above written.

Schedule D

Proforma of Bank Guarantee/ Security Deposit

Form of unconditional Bank Guarantee for establishment operation and maintenance of 16 Slice CT scan 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 16 Slice CT scan 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.

Schedule E

Comprehensive Annual Maintenance Contract (CAMC) charges for the 16 slice CT scan with the manufacturer or third party (including Spare parts, GST and other charges will be applicable as per govt rules) will be the responsibility of the Private Partner for uninterrupted services .
The schedule of CAMC agreement / documents has to be incorporated in to the EOM agreement under this schedule.

IN WITNESS WHEREOF the parties hereto of the first and second part have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the
The MSVP / Superintendent of
_____ **Hospital, -----**

**on behalf of the Department of Health and
Family Welfare, Government of West
Bengal.**

SIGNED SEALED AND DELIVERED
by the Authorized Representative of The
Private Partner _____

SIGNED SEALED AND DELIVERED by
the
**The Member Secretary of Rogy Kalyan
Samity, _____ Hospital,**

**on behalf of the Rogy Kalyan Samity,-----
-----Hospital.**

At -----

Witness:

1. _____

2. _____