

Addendum to the Draft Concession Agreement

The following are the modifications to the DCA for Development, Operation and Maintenance of Radiology Centres on Public Private Partnership Mode in Jharkhand, India. The deletions from the earlier text of the DCA are indicated as strikethroughs in red and additions are underlined in blue.		
S. No.	Clause / Schedule	Provision of the Draft Concession Agreement
(i)	Under Clause 4.1.2 (Conditions Precedent)	procured for the Concessionaire access to water, power supply of <u>adequate capacity</u> and sewerage network on the Site or the appropriate point near to the Site, as the case may be;
(iii)	Under Clause 12.3 (Construction and Development of Radiology Facility) [a new Sub-clause 12.3.4 has been added]	<u>Notwithstanding anything to contrary contained anywhere in this Agreement, the Concessionaire shall not be required to undertake construction and development of the Radiology Centre(s) in such district(s), where the Site is located more than 500 (five hundred) meters from the Hospital. Provided that the Authority may require the Concessionaire, by issuing a notice in writing, to develop such Radiology Centre within first 2 (years) from the Appointed Date upon providing an alternate Site within 500 (five hundred) meters from the Hospital, and the Concessionaire shall develop such Radiology Centre within 9 (nine) months from the date of notice from the Authority. Any Radiology Centre constructed and developed under and in accordance with this Clause shall form part of the Radiology Facility and the provisions of this Agreement shall apply <i>mutatis mutandis</i> to such Radiology Centre.</u>
(iv)	Under Clause 9.1.1 [a footnote has been added]	The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, provide to the Authority no later than 15 (fifteen) days from the date of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 3,00,00,000 (Rupees threecrores only) in the form set forth in Schedule-E (the “ Performance Security ”)*.
(v)	Sub-clause 21.2.1 (b)	subject to the provisions of this Agreement, all the Radiology Tests, as may be required in accordance with Good Industry Practice and Applicable Laws, are available at the Radiology Centre at least from Monday to Saturday of each week between 9.00 am and 5.00 pm and all days in a <u>during the entire</u> year.

*If the Concessionaire decides not to install MRI and CT Scan in accordance with Paragraph 4.2 of Schedule C of this Agreement, the Authority shall, at the request of the Concessionaire, reduce the amount of Performance Security proportionately, and such reduction shall be calculated based on the ratio of the cumulative number of MRI and CT Scan equipments not installed and the similar equipments required to be mandatorily installed as set out in Schedule C, however the amount of Performance Security in any event shall not be less than Rs. 1,00,00,000 (Rupees one crore).

(vii)	Schedule C under Paragraph 4 (<i>Minimum equipment requirement</i>), [a new Sub-paragraph 4.2 has been added]	<p><u>Notwithstanding anything to contrary contained anywhere in this Agreement, the Concessionaire shall not be required to install the following equipment (as specified below) if the corresponding departments with the qualified specialists (as specified below) are not functional in the Hospital on or before the Appointed Date. Provided that the Authority may require the Concessionaire, by issuing a notice in writing, to install such equipment within first 2 (two) years from the Appointed Date, if the corresponding department with qualified specialists become functional in the Hospital and continue to function for at least 3 (three) months. The Concessionaire shall install such equipment within 6 (six) months from the date of notice from the Authority.</u></p> <p>i. <u>USG equipment shall mandatorily be installed by the Concessionaire if:</u></p> <ul style="list-style-type: none"> ▪ <u>either obstetrics and gynaecology department is functional and there is at least one doctor with MS OB&G or Diploma in OB&G; or</u> ▪ <u>general medicine and general surgery departments are functional in the Hospital provided further that in case of general medicine department there is at least a specialist with an MD in Medicine in the Hospital and in case of general surgery department, there is at least a specialist with an MS in general surgery. For the subsequent notes it is represented as General Medicine (MD Medicine), General Surgery (MS-General Surgery), and Obstetrics and Gynaecology (MS OB&G or Diploma in OB&G) respectively and similar representation shall be used for other departments.</u> <p>ii. <u>CT Scan equipment shall mandatorily be installed by the Concessionaire if any three out of the following specialities are functional and the monthly average admission of inpatients during the relevant period of such 3 months is not less than 2,500 (two thousand five hundred) inpatients. The five specialities are: (A) Neurology (DM Neurology), (B) Neurosurgery (M.Ch. Neurosurgery), (C) Orthopaedics (MS Orthopaedics), (D) Cardiology (DM Cardiology), (E) CTVS (MCh Cardiothoracic and Vascular Surgery), (F) General Medicine (MD Medicine), and (G) General Surgery (MS General Surgery).</u></p> <p>iii. <u>MRI equipment mandatorily be installed by the Concessionaire if:</u></p> <p><u>(a) General Surgery (MS-General Surgery), Orthopaedics (MS Orthopaedics), and General Medicine (MD Medicine) are available; and</u></p> <p><u>(b) the monthly average admission of inpatients during the relevant period of such 3 months is not less than 2,500 (two thousand five hundred) inpatients; and</u></p> <p><u>(c) any two of the following specialities are available and notified: (A) Neurology (DM Neurology), (B) Neurosurgery (M.Ch. Neurosurgery), (C) Urology (M.Ch. Urology), (D) Gastroenterology (DM or M.Ch.), and (E) Nephrology (DM-Nephrology).</u></p> <p>iv. <u>PFT equipment mandatorily be installed by the Concessionaire if (a) Pulmonology or Chest medicine (MD Chest Medicine) and General Medicine (MD Medicine) departments are functional.</u></p> <p>v. <u>Digital Mammography mandatorily be installed by the Concessionaire if the Oncology Department is available i.e. there is at least one oncologist (DM or MCh Qualified) in the Hospital for the preceding 3 months). However Manual Mammography machine will be installed wherever MRI equipment is installed.</u></p> <p>vi. <u>Echo cardio/Cardiac Probe for Echo mandatorily be installed by the</u></p>
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		<p><u>Concessionaire if either Cardiology (DM Cardiology) or CTVS (MCh Cardiothoracic and Vascular Surgery) is functional.</u></p> <p><u>For avoidance of doubt, presence of specialists will be determined on the basis of the following: (a) Formal notification and presence of a functioning specialised department, duly equipped and staffed in the relevant Hospital; and (b) at least one full time specialist/super-specialist of the concerned speciality to be posted in the relevant department of the Hospital for at least 3 months with the qualifications mentioned against each speciality unless otherwise specifically specified above; and (c) in case of Surgical departments, at least one functioning and adequately staffed operation theatre with anaesthesia department (staffed by atleast one doctor with an MD in Anaesthesiology) must be available for atleast 3 months.</u></p>															
(viii)	Schedule C, paragraph 5(b) [The heading on X-ray to be read as]	<p><u>X-Ray: The X- Ray should be provided as per the following specifications:</u></p>															
(ix)	Schedule K, [Paragraph 1 Serial No 2 and 3 has been revised]	<table border="1"> <thead> <tr> <th>Serial No</th> <th>KPI</th> <th>Threshold</th> <th>Damages</th> <th>Measure</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>No Fee from BPL Select Patient for whom Fee is to be received or has been received (as the case may be) from Govt the Authority.</td> <td>Zero percentage default</td> <td>- For every default (measured annually), Rs 2500 (Rupees two thousand five hundred) would be charged. - Single incidents of violations shall lead to termination of Concession</td> <td>Records & Grievances</td> </tr> <tr> <td>5</td> <td>NABH (MIS) Accreditation within 36 (thirty six) months from the Appointed</td> <td>Regular NABH (MIS) renewal certification to be submitted by hospital</td> <td>- The penalty shall be 0.5% of the Performance Security for every month of default or</td> <td>Periodic (quarterly) data reported Audits & Grievances</td> </tr> </tbody> </table>	Serial No	KPI	Threshold	Damages	Measure	2	No Fee from BPL Select Patient for whom Fee is to be received or has been received (as the case may be) from Govt the Authority.	Zero percentage default	- For every default (measured annually), Rs 2500 (Rupees two thousand five hundred) would be charged. - Single incidents of violations shall lead to termination of Concession	Records & Grievances	5	NABH (MIS) Accreditation within 36 (thirty six) months from the Appointed	Regular NABH (MIS) renewal certification to be submitted by hospital	- The penalty shall be 0.5% of the Performance Security for every month of default or	Periodic (quarterly) data reported Audits & Grievances
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			<p>Date or 24 (twenty four) months from COD of the entire Radiology Facility, whichever is later, (For Districts listed in Schedule-F)</p> <p>Valid till the end of Concession Period</p>	operator to GoJ	<p>part thereof. subject to a maximum of 10% of Performance Security.</p> <p>- The number of months shall be calculated as rounded up for the number of months (Eg. if NABH (MIS) accreditation is not get renewed for 2 months & 2 days, the default time shall be considered as 3 months).</p> <p>The contract shall be terminated if the number of months exceeds 20 months cumulatively.</p>	
(x)	Schedule K, [new Paragraph 2 has been added]	<p><u>2. For the avoidance of doubt it is clarified that,</u></p> <p><u>(i) the Concessionaire shall not be penalised for non-availability of service or any equipment due to power outage from the distribution grid, if such outage is not for reasons attributable to the Concessionaire.</u></p> <p><u>(ii) the Authority has the right to terminate the Concession Agreement in terms of Clause 34.1 of the Concession Agreement.</u></p>				

Addendum to the Request for Proposal

The following are the modifications to the RFP for Development, Operation and Maintenance of Radiology Centres on Public Private Partnership Mode in Jharkhand, India. The deletions from the earlier text of the RFP are indicated as strikethroughs in red and additions are underlined in blue.

S. No.	Clause	Provision of the Request For Proposal																								
(i)	1.3	<p>Schedule of Bidding Process</p> <p>The Authority shall endeavor to adhere to the following schedule. However the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Event Description</th> <th style="text-align: center;">Date</th> </tr> </thead> <tbody> <tr> <td>Issue of draft Bidding Documents</td> <td>July 18, 2013</td> </tr> <tr> <td>Last Date for receiving queries (round-1)</td> <td>August 26, 2013</td> </tr> <tr> <td>Site Visit</td> <td>August 5, 2013 to August 23, 2013</td> </tr> <tr> <td>Pre-Bid Meeting</td> <td>August 28, 2013</td> </tr> <tr> <td>Last Date for receiving queries (round-2)</td> <td>September 9, 2013</td> </tr> <tr> <td>Response to pre-bid queries latest by</td> <td>October 21, 2014</td> </tr> <tr> <td>Issue of final Bidding Documents</td> <td>October 21, 2014</td> </tr> <tr> <td>Last date of sale of final Bidding Documents</td> <td><u>February 16, 2015</u>December 9, 2014 at 1600 hours</td> </tr> <tr> <td>Bid Due Date and time</td> <td><u>February 16, 2015</u>December 9, 2014 at 1700 hours</td> </tr> <tr> <td>Opening of Qualification Bids</td> <td><u>February 16, 2015</u>December 9, 2014 at 1730 hours</td> </tr> <tr> <td>Opening of Financial Bids, issue of LOA and signing of Concession Agreement</td> <td>Qualified Bidders will be intimated in advance</td> </tr> </tbody> </table>	Event Description	Date	Issue of draft Bidding Documents	July 18, 2013	Last Date for receiving queries (round-1)	August 26, 2013	Site Visit	August 5, 2013 to August 23, 2013	Pre-Bid Meeting	August 28, 2013	Last Date for receiving queries (round-2)	September 9, 2013	Response to pre-bid queries latest by	October 21, 2014	Issue of final Bidding Documents	October 21, 2014	Last date of sale of final Bidding Documents	<u>February 16, 2015</u> December 9, 2014 at 1600 hours	Bid Due Date and time	<u>February 16, 2015</u> December 9, 2014 at 1700 hours	Opening of Qualification Bids	<u>February 16, 2015</u> December 9, 2014 at 1730 hours	Opening of Financial Bids, issue of LOA and signing of Concession Agreement	Qualified Bidders will be intimated in advance
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