

S.No.	Issues raised by bidder	Clarifications from Health Department, GoJ
1.	<p>The broad objective of the Project is to provide advanced radiology diagnostics services in the various district hospitals and the state run medical colleges. However, various district hospitals do not have operational departments and the building construction is still going on and hence there is not sufficient volume of patients in these hospitals. Moreover, non-availability of specialists is a serious issue at most of the hospitals which do not have even the basic specialties functioning, such as General Surgery, Internal Medicine, Obstetrics & gynecology, emergency, orthopedics, chest & TB department etc. who can read the reports from advanced diagnostics equipment.</p> <p>The bidder has raised the above issue and has requested that the mandatory obligation of the concessionaire for installing equipment should be linked to availability of certain specific functional departments so that to meet the broad objectives of the Project.</p>	<p>The primary objective of this diagnostics centre is to provide services to the outpatients and inpatients of the district hospitals and the medical colleges. In the absence of operational departments and required specialists, there will not be any utility or demand for certain services such as CT/MRI, Ultra sound, mammography etc.</p> <p>A clarification can be added to Schedule-C of the DCA to provide that the Concessionaire will install certain specified equipment such as CT, MRI, USG etc. only if Authority directs the Concessionaire to install such equipment when the required department alongwith specialists become operational for at least 3 months during first 2 years of signing of the Concession Agreement for the respective Project. The addendum on Schedule -C is attached herewith.</p>
2.	<p>Most of the departments at Sadar hospitals (except for medical colleges) are operational from only 9:00 a.m. till 4:00 P.M. post 4:00 P.M. doctors and ward residents are almost minimal resulting in absence of any specialists which can read the radiology scans and prescribe treatment.</p> <p>Therefore, the bidders have requested that the concessionaire should not be mandated to operate the centre for 24 hours.</p>	<p>No change is required on this account, as 24 hours requirement is only for ensuring the availability of centres in order to deal with emergency cases, otherwise as per the DCA, centres are to be operated at least Monday to Saturday during 9 am to 5 pm throughout the year.</p>
3.	<p>Provision of utilities like water, electricity (the HT panel to be available for connecting Medical equipment with sufficient power availability), sewerage connectivity, biomedical waste access is not very clear at most of the locations.</p> <p>The bidders have requested that the Authority should provide power connection with adequate load at all the locations. Further the Authority should procure appropriate rating transformers and laying HT cables till project site should be a conditions precedent or a pre-condition to setting up of the centres.</p>	<p>This is also a reasonable concern, in particular, supply of power is required for the radiology centre. However, as already provided in the DCA, the Authority can take responsibility only for procuring the access to power supply at a point near to the Project site, but cannot be responsible for ensuring power supply.</p> <p>However, a clarification can be added in the DCA that the Concessionaire will not be penalized for non-availability of</p>

		equipment/services, if such non-availability is caused due to power outage from the grid and such outages should not have occurred due to his defaults. It may also be clarified that the Authority shall provide access to power of adequate capacity at one point near the project site to meet the requirements of the respective radiology centres.
4.	The bidders have requested for adequate termination payment.	No change is required for this, as the DCA already provides for adequate termination payment linked to adjusted equity and debt due.(Refer to Clauses 32.9 (Termination payment due to force majeure) and Clause 34.3).
5.	Given the fact that some of the district hospitals are very small and not sufficient specialty departments are functional, the minimum equipment may be further reviewed so that advanced equipment like CT, MRI, Mammography units are provided in the major centres in the initial phase.	Appropriate clarifications may be issued as suggested in clarification for Sl. No. 1 above,
6	The location of the site to be given to the concessionaire for setting up the radiology centres are, in some cases, quite distant from the district hospitals and it would impact the project viability.	The primary objective of this diagnostics centre is to provide services to the outpatients and inpatients of the district hospitals and the medical colleges. In most of the places, the proposed sites are very close to the hospital except in one or two sites. In order to address this concern, a clarification can be added to DCA to provide that the Concessionaire will not be mandated to set up the radiology centre if the radial distance of the site for the centre is more than 500 meters from the attached district hospital/medical college and Authority will have the right to direct the Concessionaire to set up such centre during first 2 years by providing an alternative site.
7.	As the capex of the project would reduce significantly if the above proposed suggestions are accepted by the Authority, the amount of bid bond, performance security as well as the networth requirement as part of the eligibility criteria may be reduced.	The bid security and financial networth criteria have been provided to get serious and competent bidders. Hence there will be no change in the

		<p>requirement of bid bond , qualification criteria or Performance Security . However, in case the equipment is installed in phases as per revised schedule-C, at the request of the Concessionaire the Performance Security amount may be reduced in proportion to the cumulative numbers of CT and MRI machines not being installed, subject to a minimum Performance Security of Rs. 1 crore for each Project.</p>
8.	<p>The bidders have requested for exclusive referral status of the radiology centres, not only for attached district hospitals, but also for State Government owned PHCs and CHCs.</p>	<p>No change is required in this regard. The existing provisions of DCA (refer Clause 6.2.1) already provide that the radiology centre under this PPP in each of the district hospital will be also the referral centre for other State Govt. owned healthcare facilities like PHCs and CHCs. It is relevant to note that even these state owned health care facilities shall also refer patients to the relevant radiology centres for any radiology test required if such facilities are not available in their respective hospitals or in any nearby State Govt. facilities.</p>
9.	<p>The bidders have requested that the Concessionaire should be entitled to determine the fee in respect of the Patients who are not referred by the attached hospitals.</p>	<p>No change is required. The DCA (Clause 28.1.7) already provides for this flexibility to the Concessionaire.</p>
10.	<p>The bidders have requested that there should not be joint and several liability of the consortium members after the SPV formed by the consortium has executed the Concession Agreement.</p>	<p>No change should be made in this regard. As per the existing provisions of the RFP, the joint and several liability of all the consortium members continue till the financial close and it is required in order to ensure that these members are accountable till SPV has achieved the financial close, which means that the SPV has the financial capability to execute the project.</p>
11.	<p>The bidders have requested that the equity lock-in requirement of minimum 26% by other consortium members (other than lead member) for a period upto 2 years from the COD should be relaxed to 10%.</p>	<p>No change is required.</p>

12.	The bidders are of the view that concessionaire can maintain medico legal case related records only for the tenure of the concession agreement, but the requirements go larger. It has been proposed that the concessionaire should keep it for 5 years and then the entire records are transferred to the authority/ respective hospitals.	No change is required in this regard. It may be noted that as per the existing provisions also, the requirement to preserve the records are only for the term of the Agreement.
13.	The bidders have requested that this is a complex project consisting of several centres and there are high changes of partial accomplishment of COD for few centres where the departments/ specialists are available and where the authority is able to provide adequate space & power. In view of the above, partial termination of select centers is possible during the operation phase, and hence, the Authority must be willing to provide partial termination payment for centres where termination happens, the formula for arriving at the proportion factor should be the project cost of setting up of the centres/ total project cost, as submitted by the concessionaire in the project report to be submitted to the Authority.	No change is required in this regard. Provisions for partial termination is already allowed in certain circumstances, as provided under Clauses 6.2.3 and 10.3.2 of the DCA.
14.	The bidders have stated that uptime criteria for the medical equipment for KPI as specified in the DCA is acceptable. However, the Authority must clarified that penalty is not applicable for permissible downtime. Further, downtime penalty should not be applicable, if the concessionaire make alternative provision of scanning at the applicable rates within the same district.	No change is required. As per the existing provisions of the DCA, there is no damage/penalty payable for permissible downtime of the equipment.
15	As bidders need to re-examine the current status of various hospitals, the Bid Due Date may be extended.	In order to provide some additional time to undertake a re - examination of the status of various district hospitals, the Bid Due Date may be extended to 16 February, 2015 or 1 month from issue of clarifications /addendum.
16.	Delay or Refusal in NABH(MIS) accreditation due to mismatch in design/layout of spaces or sites provided by Authority and the specifications required for such accreditation..	It is clarified that the Concessionaire shall not be penalized as per Schedule-K of the Draft Concession Agreement for such delay or refusal if its due to such mismatch in specifications.