



BID DOCUMENT NO. _____

REQUEST FOR PROPOSAL
FOR SELECTION OF PRIVATE AGENCY
FOR OPERATION OF
100 BEDDED HOSPITALS IN CHHATTISGARH
UNDER
PUBLIC PRIVATE PARTNERSHIP
BOOT (BUILD OWN OPERATE & TRANSFER)

Directorate of Health Services
A Block, 3rd Floor, Indrawati Bhawan
Naya Raipur Chhattisgarh

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This RFP document consist 63 pages and 18 Annexure.

1. Notice inviting Request for Proposal

TENDER REFERENCE

:

Letter No. /DHS / PPP- Hospital /

Raipur, dated / /2018

Director Health Services, Chhattisgarh Raipur invites Request for Proposal for selection of implementing agency for “Build, Own, Operate and Transfer (BOOT)” of 100 bedded hospitals at selected sites as listed in **Annexure 10**.

Date and time schedule of RFP:

Sr.	Particulars	Date and Time	Venue/web address
1	Date of Publishing of RFP	13/07/2018	https://eproc.cgstate.gov.in , www.cghealth.nic.in
2	Cost of Tender Document	-	Rs. 50,000 (Rupees Fifty Thousand) by way of RTGS/ E-transfer to CGMSC Ltd. Equipment Procurement Cell, Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN05540490.
3	Name of the Authority	-	Director Health Services C.G.
4	Method of Selection	-	Online bidding process
5	Visit of the Sites	-	Bidders own choice
6	Pre-bid conference	31/07/2018 01.00 PM	1 st floor, Old office of Directorate of Health Services, Old nurses hostel, DKS campus, Raipur CG
7	Opening date for submitting online tender	16/08/2018 11:00 AM	https://eproc.cgstate.gov.in
8	Closing date for submitting online tender	25/08/2018 05.00 PM	https://eproc.cgstate.gov.in
9	Opening of tender (online)	31/08/2018 01:00 PM	Chhattisgarh Medical Service Corporation, (CGMSC), 3 rd floor, Govind Sarang Vyavsayik Parisar, New Rajendra Nagar, Raipur Chhattisgarh
10	Bid validity	-	180 days from the Bid Due Date
11	Earnest Money Deposit (EMD)	-	Rs. 10,00,000 (Rupees Ten Lakhs)
12	Web Address for submission of Bids (Online)	-	https://eproc.cgstate.gov.in

13	Issue of Letter of Award (LOA)	-	15 days from the date of selection of Bidder
14	Submission of acknowledgement copy of LOA by the Selected Bidder	-	7 days from the date of issuance of the LOA
15	Submission of Performance Security	-	15 days from the date of issuance of the LOA
16	Signing of Concession Agreement	-	15 days from the date of issuance of the LOA

Note:- For update information on above given dates please visit the website:

www.cghealth.nic.in

1. Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Director Health Services C.G. (the “**Authority**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select and short-list pre-qualified Bidders for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding Process.

The Bidding Process Schedule set out above is indicative in nature and the Authority may, in its sole discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. Bidders shall not rely in any way whatsoever on the Bidding Process Schedule and the Authority shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule. The Authority shall give notice of changes to the Bidding Process Schedule, if any, by Addendum. Note: This document is not transferable.

All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFP at the following website:

Website: www.cghealth.nic.in & <https://eproc.cgstate.gov.in>

3. Background & Project scope

3.1. Background

Chhattisgarh is one of the newly formed states, formed in 2000. It had inherited a weak infrastructure base in both physical as well as social sectors. It had genuine constraints like weak health infrastructure and depleted human resources for healthcare. Ever since its inception Chhattisgarh has been striving hard to make health facilities available to the most unreached population of the State. In this endeavor the main constraint is lack of Human Resources. Therefore it was decided to run some hospitals in the state under Public Private Partnership, in which the services will be provided free of cost to the selected categories of Socio Economic Caste Census (SECC).

3.2. Project Scope

- 3.2.1. The main objective of the project is to invite the private sector to “BUILD, OWN, OPERATE AND TRANSFER” (BOOT) 100 BEDDED HOSPITAL at locations given in clause 3.3. The Hospital must conform to all the applicable laws enforced.
- 3.2.2. The RFP is same for all the locations, but if the bidders are interested for applying more than one location, then, they are required to submit separate bids for each location.
- 3.2.3. Apart from above, the scope of work shall include, but not limited to, maintenance and management of the Hospital and each part thereof and perform other function and duties, as per the norms prescribed in the Indian Public Health Standards (IPHS) for a 100 bedded sub-district hospital.
(URL- <http://nrhm.gov.in/images/pdf/guidelines/iphs/iphs-revised-guidlines-2012/sub-district-sub-divisional-hospital.pdf>)
- 3.2.4. The concession agreement shall be signed for a period of 30 years. After expiry of agreement period, the private partner shall have to transfer all the project assets as per mutual agreement, to the authority.
- 3.2.5. The Authority would provide support in the form of land –
The Authority will ensure allotment of land on lease for each of the project, for a period of 30 years @ Re.1/-. The Authority has already identified the land at these sites which may be used by Bidders.

3.3. Project Locations

S.No	Project Site	District	Land Details
1	Naya Raipur	Raipur	Naya Raipur Sector 33, 71/16, Plot B-1, 3.70 Hect.
2	Mathpurena	Raipur	Village Mathpurena, 105/61, 34/1, 36, 0.809 Hect.
3	Kurud	Dhamtari	Block Kurud, 42, 183/16 & 183/17, 1.353 Hect.
4	Bhatapara	Balodabazaar	Tehsil Bhatapara, 2 C, 292/15 & 292/1, 1.1119 Hect.
5	Khursipar	Durg	Chhawani, Bhilai, 1 Hect.
6	Manendragarh	Koriya	Village Chainpur, KH. No. 85/1, 1.02 Hect.

4. Project Cost

Brief particulars of the proposed project are as follows –

4.1. Tentative cost for the Project (Capex and Opex) :

4.1.1. Capex (Capital Cost)

The capex of the project is tentatively assessed at **Rs 10-15 Crores** (Approx 13 Crores)

- Cost of construction of building Approx @ Rs. 15000/- per sq mt*5000 Sq mt = 7.5 crores
- Cost of equipments @ Rs. 3.0 Crores Approx (As per IPHS norms)
- Cost of Hospital furniture @ Rs. 2.0 Crores Approx (As per IPHS norms)
- Ambulances @ Rs. 0.15 Crore * 3 = 0.5 Crore

4.1.2. Opex (Operational Cost)

S. NO.	Particulars	Annual Cost (Approximately)
A	Human Resource	4.5 Crores
B	Medicine & Consumables	1.5 Crores
C	Laundry	0.35 Crore
D	Meals	0.30 Crore
E	Electricity / Water	0.30 Crore
F	Maintenance	0.10 Crore
G	Administrative	0.25 Crore
H	Housekeeping	0.20 Crore
I	Security	0.15 Crore
J	Ambulance	0.05 Crore
Total		7.7 Crores

The brief particulars of the proposed Project are as follows:

Summary of the Proposed Project	
Name of the Project	Estimated Project Cost (in Rs. Crores)*
Setting up of one 100 bedded Hospital, in the state of Chhattisgarh as per IPHS norms.	20 – 25 Cr (Approximate 21 Crores)
1. One time capital cost including Building, Infrastructure, Equipments and machinery (cost of Medical and other Equipments, instruments , hospital furniture) etc	10 – 15 Cr (Approximate 13 Crores)
2.Operational Cost* (for one Year) (exhaustive but not limited to, shall include cost of all Human resources including Doctors and Nurses and other staff , cost of medicine and consumables, cost of auxiliary and support services, Water , Electricity, Administrative cost , , Maintenance and legal cost etc.)	7.5 – 10 Cr (Approximate 7.7 Crores)

***The Operational cost for the first year**

4.2 Justification for the project / other possible alternatives –

In spite of it's sincere efforts the department of Health & Family Welfare is not able to provide secondary care services in the notified locations. Apart from infrastructure, availability of human resources, particularly services of specialist have been the major constraints in providing health care services. Other possible alternative could be to provision of the infrastructure by the Government and inviting the private partner to provide the services.

4.3 Name of the sponsoring authority / administrative department / implementing entity –

The sponsoring agency is Director Health Services Chhattisgarh

- 4.4 The Authority may provide support in the form of Viability Gap Funding (VGF) to the Successful Bidder/ Private Partner. This VGF, if any, would be in the form of equity support in the form of Compulsorily Convertible Preference Shares. The VGF shall be maximum upto 20% of the total capital cost of the project or Rs. 4.00 crores, whichever is less.
- 4.5 The Bidder shall be required to indicate his preliminary estimate of project cost, in order to get the VGF. The project cost will be as per the Bidder's own estimation and declaration at the time of bidding. Apart from the VGF, no other financial liability will be assumed in terms of sovereign guarantees or collaterals by the Authority or the State Government. The remaining fund / debt mobilization shall be done by the Private Partner on its own.
- 4.6 The private partner shall use the land and the constructed hospital building & premises solely for the purpose of providing treatment and healthcare activities.
- 4.7 The monitoring of the project would be done on a Quarterly basis by a Steering Committee set up under the Chairmanship of the Director, Health Services, Chhattisgarh.
- 4.8 Upon the completion and expiry of the Agreement period, the concessionaire shall transfer the Project Sites (including the Hospital Building, project assets and project facilities) to the Authority, in good operable condition without any fail. All related Infrastructure (Structured, Semi-structured, temporary), Building, equipments (Built-in, depreciable and non depreciable), vehicles, movable and immovable property, data, information etc. shall be handed over to the Government in good & working condition.

5 Definitions

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

- 5.1 **Authority / Contracting Authority, means** the "Director Health Services C.G." on behalf of Government of Chhattisgarh.
- 5.2 **Application Due Date** means the submission date of the application.
- 5.3 **Asset of the project** means all tangible and intangible items inclusive of project site, Building, Infrastructure (Structured, Semi-structured, temporary), Building, equipments (Built-in, depreciable and non depreciable), vehicles, movable and immovable property, data, information etc.
- 5.4 **Bidders** means a Company or a Society or an LLP registered under the Companies Act, Societies Registration Act or the LLP Partnership Act respectively
- 5.5 **Bid Security** means a bond is issued as part of a bidding process by the contractor to the project owner, to guarantee that the winning bidder will undertake the contract under the terms at which they bid.

- 5.6 **Earnest Money Deposit (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a Bidder along with its Bid.
- 5.7 **Grant** means the VGF infused as equity support in the form of Compulsorily Convertible Preference Shares.
- 5.8 **Letter of Award (LOA)** means the letter issued by the Director Health services to the Successful Bidder (s) for initiation of services.
- 5.9 **Limited Liability Partnership** is a partnership in which some or all partners have limited liabilities and one partner is not responsible or liable for another partner's misconduct or negligence.
- 5.10 **Performance Security** means the bank guarantee for performance of its obligations during the Implementation Period to be provided by the Bidder.
- 5.11 **Private Partner** means the successful bidder who after signing of agreement, shall be called private partner
- 5.12 **Public Private Partnership (PPP)** - A PPP is a contractual arrangement between the State Government and a private sector Party. Through this agreement, the skills and assets of each sector) are shared in delivering a healthcare service for the benefit of the general public.
- 5.13 **Request for Proposal (RFP)** shall mean this document and its Annexure and any other document provided or issued during the process of selection of bidder(s), seeking any clarification etc., a set of solution(s), services(s), materials and/or any combination of them, including amendments, if any, after the pre-bid meeting.
- 5.14 **Successful bidder shall mean** the bidder, who is technically qualified and whose financial bid has been finalized through e-tendering process.
- 5.15 **Tender Inviting Authority (TIA)** means, Chhattisgarh Medical Services Corporation on behalf of Director Health Services, Chhattisgarh.
- 5.16 **Viability Gap Funding (VGF)-** Viability Gap Funding (VGF) Means a grant one-time or deferred, provided to support infrastructure projects that are economically justified but fall short of financial viability.

6 Eligibility of Bidders-

- 6.1. The Bidder could be a Company or an LLP (limited liability partnership) or a Society registered under the Companies Act, LLP Partnership Act or Societies Registration Act respectively. The individual entity should have been in existence for more than three years.
- 6.2. The Bidder should have experience of running/ managing hospital of 300 beds (at least 100 beds in one location) in at-least two locations.

- 6.3. The Bidder should have experience of running at least 2 hospitals in towns of population of 1,00,000 & above as per 2011 census for at least three years till 31st March 2018.
- 6.4. The Bidder must have a minimum net worth of Rs. 20 Crores as on 31st March 2018 to apply for one hospital. If bidders apply for more than one hospital, then the net worth shall be multiplied by number of hospitals, the bidder has applied.
- 6.5. The Bidder must have a minimum turnover of Rs. 50 Crores each year, in last three complete financial years ending on 31st march 2018. If bidders apply for more than one hospital, then the turnover shall be multiplied by number of hospitals, the bidder has applied.
- 6.6. The Bidder should demonstrate the ability to run and manage IT systems for ensuring data for OPD and IPD patients for at least 100 beds. This data should be available on a real time basis.

7 Scope of Work

The scope of work of Private Party shall include, but not limited to following-

To build, equip, operate, maintain and manage the Hospital and each part thereof and perform other function and duties as per the standards mentioned in the norms for a 100 bedded Sub-district hospitals for IPHS. (URL-
<http://nrhm.gov.in/images/pdf/guidelines/iphs/iphs-revised-guidlines-2012/sub-district-sub-divisional-hospital.pdf>)

7.1 Construction of building:

- 7.1.1 To construct hospital building design as per the specification laid down in IPHS norms for 100 bedded Sub-district Hospital. However, the construction should follow the norms specified in NBC 2005 (National Building Code 2005) and amendments thereafter.
- 7.1.2 The Structure of Building shall follow core Skeletal Structure consisting of Columns and Beams.
- 7.1.3 It should have circum ambulatory corridor and space for Canteen and other necessary amenities.
- 7.1.4 Infrastructure should be designed in such a way that it should be disable friendly and should provide good ambience and environment for the patients and visitors along with sufficient Waiting Space, Chairs, drinking water facility, toilets and Parking, etc.

7.1.5 The building must have Ramp wide enough (at least 6 ft. wide) for swift movement of Stretcher / trolley/ Wheel chair and general traffic of the patients.

7.1.6 The building should have at least two lifts, one for the trolley and one for the staff and patients.

7.1.7 Infrastructure requirement should be in consonance of Human resource deployed i.e. Sufficient Consultation Room for doctors, Nursing Station and duty rooms for Nurses and other paramedical Staff, toilets etc.

7.2 Equipments and Instruments :

The private partner shall have to provide all the equipment and instruments required to meet the services to be provided as per the norms, mentioned in the IPHS standards for a 100 bedded sub district hospital.

7.3 Hospital Furniture :

As per the IPHS norms the private partner shall procure the beds and other hospital furniture.

7.4 Human Resource :

The Private partner shall recruit the requisite no of Human resource well in time, (Includes but not limited to the Medical and paramedical staff, required to operate a 100 bedded hospital as per the IPHS norms). The indicative no of Human resource has been given in the **Annexure 11**.

7.5 Services :

7.5.1 Providing primary and Secondary level health care services as per the norms prescribed in the Indian Public Health Standards (IPHS) for 100 bedded Sub-district Hospital as per **Annexure 12**.

7.5.2 **Support Services:- As described below, but not limited to -**

- Biomedical Waste and general waste management
- Housekeeping and Cleaning Services
- Laundry services
- Security Services
- Kitchen
- Medical Record
- CSSD

7.6 Miscellaneous:-

The Private Partner, at his own discretion, may initiate/ operate following services related to benefit of Patients and Hospital.

7.6.1 Institute offering, nursing courses, Laboratory Technician, other paramedical courses within the hospital complex.

7.6.2 Pharmacy, Restaurants, ATMs, Stationary, Mobile recharge shop, Fruit shop and Photocopiers etc. for the convenience of the patients can also be provided within the hospital complex.

8 Roles and responsibilities -

8.1 Minimum Development Obligations to the service provider-

8.1.1 To build and initiate operations (Construction of the Building, Furnishing, Installation of equipments, Recruitment of Human Resource and Start functioning of the Hospital) within 18 months from the date of handing over of the land. Detailed timeline for various activities has been provided in the **Annexure 13**.

8.1.2 The Private partner shall have to obtain all the necessary clearances/ NOC for the development of land / Construction of Building for hospital within 3 months from the date of allotment of land.

8.1.3 While undertaking development of the Project, the Private Partner shall adhere to latest amended relevant National Building Codes (2005) and practices.

8.1.4 The Private partner shall be responsible for all the clearances as may be essential for the development and operations of the project. This shall include but not limited to, Clearances/ NOC/ Certificate, from Revenue department, Municipal / Local urban bodies, Fire safety, Electricity Board, Pollution Control Board, other Government Agencies and Authorities as applicable. Other statutory requirements as per the Nursing Home Act Chhattisgarh 2010 and Nursing Home Rule, Chhattisgarh 2013, PC-PNDT, MTP, Blood Bank, AERB, Drug & Cosmetic Act, Licence for storing spirit etc and apart from these, guidelines and any other approvals of Department of the Government of Chhattisgarh and Government of India, laws of land, the principles of good industry practices and any other norms/ laws, as applicable from time to time. The authority may facilitate in obtaining licenses/approval, pertaining to health sector.

8.1.4.1 Upon failure to complete the development of infrastructure, equipment

and placement of human Resource etc. as per existing norms and regulations of the Indian Public Health Standards within the laid down time frame as mentioned in **Annexure 14**, a graded penalty shall be levied on Private partner as per penalty clause.

8.1.4.2 The hospital set up should provide complete solution for health care services, Primary as well as Secondary health care as per the standard provided in IPHS norms for 100 bedded sub-district Hospital.

8.2 Other obligations to the bidder -

8.2.1 This hospital shall have to provide 20% free OPD services to the patients coming to the hospital with BPL card / RSBY card (the RSBY card here, shall be used as identification for BPL patients). The data of such record shall have to be furnished by the private partner at the end of month, failing which the penalty will be imposed as given in the penalty clause.

8.2.2 This hospital shall have to make, 40% beds out of 100, available beds to selected categories of SECC (Socio Economic Caste Census), and beneficiaries of other government schemes like RSBY / MSBY/ successor schemes, etc at predefined Rates of these schemes.

8.2.3 Fee shall not be charged to any of the patients mentioned in above clauses 8.2.1 & 8.2.2.

8.2.4 Remaining 60% beds can be utilized by the private partner to provide healthcare at existing Market rate.

8.3 Obligation to the contracting authority -

8.3.1 The Contracting Authority will ensure allotment of land on lease for project, for a period of 30 years @ Re.1/-.

8.3.2 License, Access and Right of Way

The Authority hereby grants to the Concessionaire access to the Site for carrying out any site inspections, surveys and investigations that the Concessionaire may deem necessary during the Development Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of site inspections, survey and investigations carried out or work undertaken by the Concessionaire on or about the Site pursuant hereto in the event of Termination or otherwise.

8.4 Grievance and Complaint redressal-

- 8.4.1 All the complaints and the grievances, pertaining to services of the hospital, shall go to the CMHO of the concerned district and then to the Director, Health Services, Chhattisgarh, and finally to the Commissioner Health Services, Chhattisgarh.
- 8.4.2 The Hospital shall develop mobile / web-based application for patient feedback mechanism or link with existing feedback mechanism prevailing in the Government hospitals.

9 General Terms & Conditions-

- 9.1 Bidders are encouraged to submit their respective applications after visiting the Project site and ascertaining themselves about the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered, relevant by them.
- 9.2 The Bidders shall be responsible for all of the costs associated with the preparation of their applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 9.3 Bidder can submit online application for all the projects but separate financial bid is required for each project.
- 9.4 A bidder can submit only one application for each project. More than one application by a single bidder for a particular project shall lead to disqualification of Bidder for that particular project.
- 9.5 The Bidder shall deposit, EMD in the form of a Bank Guarantee, along with the Bid equivalent to Rs.10,00,000 (Ten lacs Only) valid for 180 days from the Bid Due Date as per **Annexure 7**.
- 9.6 The Bid shall be rejected if it is not accompanied by the EMD.
- 9.7 The EMD of unsuccessful Bidders shall be returned.
- 9.8 EMD of the selected bidder shall be retained, till the selected bidder has provided a Performance Security under the Concession Agreement.
- 9.9 The successful Bidder, on being selected as the Private Partner, will be required to furnish Rs 10,000,000/- (Rs One Crore only), as the Performance Security in accordance with the conditions of the Concession Agreement, in the form of a Bank Guarantee, within 15 (Fifteen) days of receipt of the LOA, drawn in favor of the

Authority and should be valid for a period one year. Performance Security shall be renewed at the end of every year throughout the period of the agreement. The Performance Security is to be furnished along with the Concession Agreement duly signed by the Selected Bidder. Format for performance security as per **Annexure 18**.

9.10 If the Selected Bidder fails to sign the Agreement and/or does not furnish the Performance Security, within fifteen days of issuance of the LOA, then the EMD furnished by such Bidder shall be forfeited, and the authority could, at its own discretion, commence blacklisting provisions against the defaulting bidder.

9.11 If the successful Bidder after signing the Agreement fails to perform any contractual obligation specified in the Agreement, the Performance Security will be forfeited.

9.12 The Performance Security furnished by the successful Bidder in respect of his/her Bid will be returned to him/her at the end of the Agreement subject to the satisfactory performance of the contractual obligations, provided there is no further extension of the Agreement.

9.13 Amendment in RFP-

9.13.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by more than 51% of total number of bidders, modify the RFP by the issuance of Addendum.

9.13.2 Any Addendum thus issued will be uploaded in the website of the Authority.

9.13.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date.

9.14 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

9.15 The Authority reserves the right to reject any Application and/ or Bid if:

9.15.1 At any time, a material misrepresentation is made or uncovered, or

9.15.2 The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority, for evaluation of the Application.

- 9.15.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Private Partner either by issue of the LOA or entering into of the Agreement. In case if, Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Agreement or under applicable law. The Bid Security/ Performance Security shall be forfeited in case any such misrepresentation is found.
- 9.15.4 In case of change of ownership of the hospital, the new owner/private partner shall have to accept all the terms & conditions and roles & responsibilities, prevailing at the time of signing of agreement.
- 9.15.5 The Authority, reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

10 Bidding Process-

- 10.1 The Authority has adopted an online bidding process. The Applications can be downloaded from the website (<https://eproc.cgstate.gov.in>).
- 10.2 Along with the online application, the bidder shall pay a sum of Rs. 50,000 (Rupees Fifty Thousand) as Cost of Tender Document in the form of RTGS/E-transfer to CGMSC Ltd, Equipment Procurement Cell, Account No. 540901010050669, Bank Name- Union Bank of India, Shankar Nagar Branch, Raipur CG, IFSC/ RTGS code – UBIN05540490.) non-refundable as the cost of the RFP process. In case the bidder

is applying for more than one project site then he/ She has to submit separate tender document fees for each Bid.

- 10.3 A Bidder shall be required to deposit, EMD, along with application, as specified in clause 9.5.
- 10.4 Online bidding shall involve, two-step selection process (collectively the “**Selection Process**”) in evaluating the proposals comprising technical and financial bids to be submitted in two separate online envelopes Cover A and Cover B.
- 10.5 In the first step, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed Bidders shall be prepared. In the second step, a financial evaluation will be carried out only for the Bidders who qualify the technical evaluation. All the bidders qualifying the technical evaluation shall be selected for financial bid. Proposals finally will be ranked according to the Financial Bid.
- 10.6 In case the Bidder does not quote the VGF or VGF is same for two or more bidders, then, the extra number of beds for free services, apart from agreed 40% out of 100 beds shall decide the selected Bidder.
- 10.7 The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the successful Bidder in case selected Bidder withdraws or defaults for any reason.
- 10.8 In the event that none of the other Bidders match the Bid of the successful Bidder, the Contracting Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- 10.9 Concession Agreement shall be part of the RFP.
- 10.10 **Pre-Bid Meeting-**
 - 10.10.1 The pre bid meeting shall be organized on scheduled date, time and place as mentioned in the Bid information sheet.
 - 10.10.2 All related queries and suggestion must be submitted in writing; in company's letter head with duly signed by the authorized person.
 - 10.10.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority.
 - 10.10.4 The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

11 Preparation & Submission of Bid-

- 11.1 **Language-** The Application and all related correspondence and documents in

relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder.

11.2 Format and signing of Application-

11.2.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete or conditional bids shall be liable for rejection.

11.2.2 The Bidder has to apply through online web portal (<https://eproc.cgstate.gov.in>). The **Bidder should have valid user id and password along with digital signature for participating in online tender process.**

11.2.3 Online Application process consist of 2 Bid system - Cover-A (Technical Bid) and Cover- B (Financial Bid)

11.2.4 The Bidder shall upload all the required documents of Technical bid in Cover A as per Annexure in the RFP.

11.2.5 The supporting documents shall be signed by the authorized signatory of the Bidder.

11.2.6 The online Technical bid under **Cover A** shall contain:

- i. Online application in the prescribed format (**Annexure - 1 to Annexure- 4**)
- ii. Statement of Legal Capacity as per format at **Annexure 5**.
- iii. Power of Attorney for signing the Application as per the format at **Annexure- 6**.
- iv. EMD as per the provisions in Clause and as per format at **Annexure – 7**.
- v. Copy of Memorandum and Articles of Association, if the Bidder is a company, the LLP Partnership Agreement if an LLP and if a Society, then a copy of its Society Deed ;
- vi. Copies of Bidder's duly audited Balance Sheet and Profit and Loss account for the preceding three years or a certified copy by a CA for the current year if the Audited Balance Sheet is not yet available;

11.2.7 The Bidder should upload the financial Bid as **Cover B** detailing the Estimated Project Cost and the Viability Gap Funding needed as per the format given at **Annexure 8**.

11.2.8 Applications submitted by other means i.e. Postal, fax, telex, telegram or e-

mail shall not be entertained and shall be rejected.

11.3 Application Due date-

11.3.1 Applications should be submitted online, by 17:00 IST on the Application Due Date, provided in Bid Information Sheet in the manner and form as detailed in this RFP.

11.3.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum uniformly for all Bidders.

12 Evaluation Process

12.1 The online Bid shall be opened on the Due Date, at the place specified in Bid information sheet and the Bidders may choose to attend the same.

12.2 Applications will be subsequently examined and evaluated by the committee constituted by the Govt of CG Deptt of Health and Family welfare.

12.3 Qualification of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

12.4 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

12.5 The Authority reserves the right, not to proceed with the Bidding Process at any point of time, without notice or liability and to reject any or all Application(s) without assigning any reasons.

12.6 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for the purpose of considering the project in evaluation of whether the Bidder is meeting the technical requirement.

12.7 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for the purpose of meeting the technical requirement. Where any information is found to be patently false or amounting to a material representation, the Authority reserves the right to reject the Application and/ or Bid and retain the Bid Security (EMD).

13 Evaluation Criteria

13.1 Evaluation Parameters

Only those Bidders who meet the eligibility criteria specified as per Clause 6, shall qualify for evaluation. Application of firms/ consortia who do not meet these criteria shall be rejected.

13.1.1 Technical evaluation –

13.1.1.1 The Bidder should have experience of running/ managing hospital of 300 beds (at least 100 beds in one location) in at-least two locations.

13.1.1.2 The Bidder should have experience of running at least 2 hospitals in towns of population of 1, 00,000 & above as per 2011 census for at least three years till 31st March 2018.

13.1.1.3 The Bidder should demonstrate the ability to run and manage IT systems for ensuring data for OPD and IPD patients for at least 100 beds.

13.1.2 Financial evaluation

13.1.2.1 The Bidder must have a minimum net worth of Rs. 20 Crores as on 31st March 2018 to apply for one hospital.

13.1.2.2 The Bidder must have a minimum turnover of Rs. 50 Crores each year, in last three complete financial years ending on 31st march 2018.

13.1.3 If, the bidder applies for more than one hospital,

13.1.3.1 Then the net worth i.e. 20 Crores and turnover i.e 50 Crores, shall be multiplied by number of hospitals, the bidder has applied for.

13.1.3.2 Bidder shall have to submit separate envelopes clearly writing the name of hospital, he has applied for. In such cases the qualification criteria shall be as per the clause 6.4 & 6.5 of this document.

13.1.3.3 Bidder shall have to submit the preferential list of hospital in sequence clearly.

13.2 Table for Evaluation Criteria

SL No	Criteria	Max Marks	Marking System
1.	Technical	70	
1.1	Experience in Operation & Maintenance of a Hospital, having a bed capacity of at least 300 beds altogether in at least two locations (minimum one hospital of 100 beds) a. 1-2 years b. More than 2 but less than 3 years c. More than 3 years	20	a) 10 b) 15 c) 20

SL No	Criteria	Max Marks	Marking System
1.2	Experience in setting up of hospitals a) Having experience of 1-2 years b) Having experience of More than 2 but less than 3 years c) Having experience of 3 years or more	20	a) 10 b) 15 c) 20
1.3	Experience of running RSBY/ CGHS services in the past a) Having 1 year experience b) Having 2 year experience c) Having experience of more than 2 years	20	a) 10 b) 15 c) 20
1.4	Demonstrate the ability to run and manage IT systems for both OPD and IPD patients data for following beds: a) 100-200 beds b) More than 200 beds	10	a) 5 b) 10
2.	Financial Capability*	30	
2.1	A minimum average Net-worth of Rs. 20 Crores as on 31 st March 2018	15	
2.2	A minimum Annual Turnover of Rs. 50 Crores from operation and management of healthcare facilities at the close of the immediately preceding Financial Year.	15	

Note :-

*** Minimum 70 % mark must be received in technical bid, to qualify for opening of the financial bid, subject to fulfilling the minimum eligibility criteria in Clause 6.**

13.3 Criteria for opening financial Bid

13.3.1 Those bids, receiving 70% or more marks in the qualifications on both Technical & Financial Capability will be considered to have qualified for the opening of financial bid.

13.3.2 The Bidders must provide the necessary documents relating to Technical and Financial Capacity, in order to be eligible for financial bid.

13.4 Financial Bid

Financial Bid will be done as per format enclosed at **Annexure - 8**.

13.1.1 Financial Bid would be the amount of Viability Gap Funding sought. The lowest VGF sought shall be selected bidder (L-1)

13.1.2 In case, the lowest quoted Viability Gap Funding is same for two or more bidders, the following parameter shall be applied for selection of bidder:-

13.1.2.1 The selection of bidder (L-1) shall be done as per the no of extra beds reserved for SECC category & other Government schemes. (Apart from agreed 40% of beds).

13.1.2.2 In case two or more bidders quote the same amount and same number of extra beds in the financial bid then the decision of selected bidder (L-1) shall be done through Lottery/ Toss.

14 Period of Agreement & Transfer of Project Site.

14.1 The date on which all conditions precedent are satisfied or waived (Issuance of letter of Acceptance, Acknowledgement of Acceptance letter, Submission of Performance Security and Signing of Agreement) shall be considered as the date of Agreement. The agreement shall be valid for a period of 30 years from the date of signing of contract.

14.2 Upon the completion and expiry of the Agreement period, the concessionaire shall transfer the Project Sites (including project assets and project facilities) to the Authority, in good operable condition without any fail. All related Infrastructure (Structured, Semi-structured, temporary), Building, equipments (Built-in, depreciable and non depreciable), vehicles, movable and immovable property, data, information etc. shall be handed over in Good & working condition.

14.3 In case of Foreclosure, Exit or Termination of contract other than the time period specified in the Agreement, transfer of the project site (including project assets and project facilities) shall be done by assessing the value of the project at a given point of time.

14.4 For assessment of value of the project a committee, shall be formed by the Director, Health Services. This committee will comprise of superintendent Engineer, CGMSC or Engineer of Superintended rank either in State govt. Department or its / Agency.,

Additional Director Finance, Directorate Health Services and a Chartered Accountant hired for this purpose

15 Monitoring Mechanism

15.1 The overall monitoring of the project would be done on a Quarterly basis by a Steering Committee set up under the Chairmanship of the Commissioner, Department of Health and Family welfare, Government of Chhattisgarh. The steering committee will monitor the operation of the project under Key Performance Indicators already in place for functioning of the Government hospitals.

The Steering Committee shall comprise following members-

- Director, Health Services
- Mission Director, National Health Mission, Chhattisgarh
- Director, Family Welfare
- Divisional Joint Director, Health Services, Raipur and Sarguja Division
- Concerned Chief Medical and Health Officer of District.

15.2 The monitoring committee shall monitor the quality of construction and progress of the project during construction period, on quarterly basis and submit report to the Steering Committee. The monitoring committee shall comprise of following members-

15.2.1 Superintendent Engineer CGMSC or Engineer of Superintended rank either in State govt. Department or its / Agency.

15.2.2 Deputy Director, Bhawan Vikas, Directorate Health Services

15.2.3 Finance Controller, Directorate Health Services

15.3 Any amount eligible for penalty shall be deducted from the Performance Security. If the penalty amount exceed the performance security at any point of time, the contract shall be liable for the termination.

15.4 Timeline for the accomplishment of various activities has been defined in the **Annexure 13**. If there is delay in the execution of the project as per defined schedule or any extension thereafter by competent Authority, as the case may be, Liquidated damages shall be recovered from the Private Partner as follows-

15.4.1 Notwithstanding Authority reserves the right to, liquidated damages for delay in the project implementation of the undelivered portion of work. Penalty shall be, charged for per month / Quarterly basis for every month / quarter delay, as the case may be, in the specified delivery schedule subject to a maximum of Performance security submitted by the Bidder.

15.4.2 Please note that the above Liquidated Damage for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

15.4.3 The Authority reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Authority to the Private Partner. Liquidated damages will be calculated on a per month basis and recovery would be done as per **Annexure 15**.

16 Payment Mechanism-

The Payment for the free beds may be claimed by the private partner as per the existing mechanism in various Government schemes

17 Penalty

17.1 After commissioning of the hospital, in any cases where the Private partner fails to provide health care services to the patients as per the terms and conditions laid down in the RFP, the private partner shall be liable for penalty of 5% of performance Security, separately for each deficiency.

17.2 This short of services or fail to delivers services shall be reported as per attached checklist, by the Nodal officer / Authorized representative of Jeevan Deep Samiti / Senior Health officials or any other officials nominated by Steering Committee.

17.3 Checklist for the monitoring of services to be provided by the Private partner and associated penalty for non delivery of services is attached in the **Annexure 15**.

17.4 If any complaints from patients are found true in the enquiry by the authority, then penalty shall be given as per **Annexure 15**.

18 End of Agreement

18.1 Foreclosure

18.1.1 This shall apply in case there is change in the ownership of the Private partner, and if the new Private partner is not willing to continue the agreement under the same terms and conditions. The change of the ownership means, when the selected bidder sells his company and all the financial and legal rights are transferred to the buyer.

18.1.2 When the private partner is running more than one project, in such cases, Foreclosure of an existing agreement shall apply to the project specified, wherein the grounds, for such foreclosure or termination, in any one project with the Private Partner, shall not be prejudicial to any other, one or more valid projects, between that Private Partner and the Authority of any other or more than one project.

18.2 **Exit-** Either party may terminate the Agreement with mutual consent by giving 6 months prior notice.

18.2.1 If private party request for foreclosure / exit from Agreement before the commissioning of Hospital- Performance Security shall be forfeited and no compensation shall be paid in any circumstances.

18.2.2 If private party or Authority requests for foreclosure / exit from Agreement after the commissioning of Hospital- Assessment of project shall be carried out by third party and private partner is entitled to receive the sum assured as per termination clause.

18.2.3 In any case if one or both parties opt for foreclosure, Exit or termination, as the case may be, the Private partner has to refund the entire fund received in the form of VGF along with the prevailing simple bank interest rate on saving account.

19 Termination

19.1 Right to Terminate the Process : The Authority reserves the right to terminate the contract entered into with service provider under the following circumstances:-

19.1.1 If the Private Partner fails to initiate the project, as per the timelines prescribed or, fails to initiate the assignment, even after extension, if any, allowed by the Authority.

19.1.2 The Private Partner commits a breach of any of the terms and conditions of the agreement.

19.1.3 In case the Private Partner fails to deliver the services as mentioned in the scope of work.

19.1.4 The Private Partner goes into liquidation, voluntarily or otherwise.

19.1.5 If cumulative deductions on account of Penalty exceeds the performance security, at any point of time.

19.1.6 Discontinuity of services for more than 30 days, unless extended by authority.

19.1.7 Use of allocated space by Private partner for any purpose other than the Hospital services.

19.1.8 The Private Partner sells or transfers any proprietary rights or entrust to any other third party for running the proposed scheme, the duration for which the agreement has been signed.

19.1.9 In human resource deployed, by the Private Partner is/are found indulging in any criminal activity, illegal, immoral activity or found indulging in action affecting the dignity of woman or children including but not limited to direct or indirect harassment, or sexual abuse and misdemeanor, The Private Partner shall terminate the concerned employee immediately else agreement shall be liable for termination.

19.2 Process of Termination- The Contracting authority, reserves the right to terminate the agreement by following processes-

19.2.1 The Contracting Authority will issue a show cause notice in writing, if he/she is not satisfied about the services given by the Private partner or any other conditions given in the RFP.

19.2.2 The Private Partner will have to submit and provide roadmap and action plan within 10 days to the contracting authority, after receiving the notice, as to, how he plans to improve the services or correct the faults, as the case may be. If the Contracting Authority is not satisfied with the road map or the plan, or the Private Partner fails to execute/initiate the action plan within the stipulated time, which shall not be more than 3 months for the execution of Road Map and its implications needs to be assessed before any decision on termination can be made.

19.2.3 In all such cases of termination, The Private Partner shall have to vacate and hand over the project site including project assets provided to him within 45 days of the date specified in termination order.

19.2.4 **Assessment of value of the project-**

In cases of foreclosure, Exit or termination of agreement, the assessment of the value of project shall be done by third party selected by steering committee.

In all such cases, amount to be paid to the private partner-

- I. Upto 5 years after commissioning of hospital services- 75% of the assessed original value
- II. Between 5 to 10 years after commissioning of hospital services- 50 % of the assessed original value
- III. Between 10 to 15 years after commissioning of hospital services- 25% of the assessed original value
- IV. **After 15 – 20 years after commissioning of hospital services- 10% of the assessed original value**

20 Dispute Resolution Mechanism

20.1 The Private Partner and the Contracting Authority shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

20.1.1 The Party raising a dispute shall address to CMHO of the District, a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

20.1.2 If the parties fail to resolve their dispute or difference by such mutual consultations within seven days of commencement of such consultation, then the CMHO or the Private Partner may appeal to the Director, Health Services.

20.1.3 If dispute is not resolved with Director, Health Services, then Private Partner may appeal to the Commissioner, Health Services, C.G.

20.2 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Raipur, where the agreement has been executed for all purposes.

21 Miscellaneous

21.1 Force Majeure

21.1.1 Notwithstanding anything contained in the provisions of conditions of contract the Private Partner shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

21.1.2 For purpose of this clause, Force Majeure means an event beyond the control of the Private Partner and not involving the Private Partners fault or negligence and not foreseeable.

21.1.3 Such events may include disasters, floods, epidemics.

21.1.4 If a Force Majeure situation arises, the Private Partner shall promptly notify the Authority in writing of such conditions

21.1.5 Unless otherwise directed by Authority in writing, the Private Partner shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

21.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

21.3 Fraud & Corrupt Practices

- 21.3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 21.3.2 Without prejudice to the rights of the Authority hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 21.3.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

ANNEXURE – 1
APPLICATION FORM

Dated:

To,

MD
Chhattisgarh Medical Service Corporation, (CGMSC),
3rd floor, Govind Sarang Vyavsayik Parisar,
New Rajendra Nagar, Raipur Chhattisgarh

Sub: Application for “**Operationalization of One 100 bedded Hospital at ----- Dist -----
----in the state of Chhattisgarh under PPP Mode**” Project

Dear Sir,

1. With reference to your RFP document dated I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for the aforesaid project.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application of the Bidders for the aforesaid project, and we certify that all information provided in the Application and in Annexure is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 21.3 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause in the RFP document.
 9. I/ We declare that we, or our/ its Associates are not a Member of any other entity applying for the bid.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 12. I/ We further certify that no material investigation by a regulatory authority is pending either against us/ or against our/ their Associates or against our CEO or any of our Directors/ Managers/ employees.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 14. The Statement of Legal Capacity as per format provided at **Annexure - 5** of the RFP document, and duly signed, is enclosed.

15. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or an LLP under the LLP Partnership Act or a Society under the Societies Registration Act

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and operation thereof.

17. I/We are submitting a Bid Security (EMD) of Rs. 10,00,000 (Rupees Ten lakh only) in the form of Bank Guarantee.

18. I/We are paying Rs. 50,000/- (Rupees fifty thousand only) to the Authority as the cost of the Bidding Documents, through RTGS/E Transfer to the MD, CGMSC.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE - 2
DETAILS OF BIDDER

1. Organization Information:
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Bidder:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE - 3
TECHNICAL CAPACITY OF THE BIDDER

Project Type	Experience					
	Location with population	Capacity (seat/bed etc)	Date of commissioning	Associated facilities	Date of Commissioning of Hospital (please specify the number of beds licenced and beds available on DOC. Please also mention the date when all 100 beds were approved and operational)	Date of Commissioning of Associated Facilities

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE - 4
FINANCIAL CAPACITY OF THE BIDDER

Bidder Type	Net Worth			Turn Over		
	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)	Year 1 (2015-16)	Year 2 (2016-17)	Year 3 (2017-18)
Bidder						

Name & Address of Bidder's Bankers:

(Signature and designation of the Authorized Signatory)

Name and seal of the **Bidder's Bankers:**

Date:

Place:

ANNEXURE - 5
STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

The Director
Directorate of Health Services
Naya Raipur, Chhattisgarh

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the bidder on its behalf* and has been duly authorized to submit the Bid.

Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of _____

ANNEXURE - 6
POWER OF ATTORNEY FOR SIGNING OF APPLICATION
(On a Stamp Paper of relevant value)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr / Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for prequalification and submission of our bid for the **"Operationalization of one 100 bedded Hospital for at -----Dist----- in the state of Chhattisgarh under PPP Mode"** Project proposed by the Director Health Services Chhattisgarh (the **"Authority"**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in the Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority, in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____ 2018.

For _____

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

ANNEXURE – 7
BANK GUARANTEE FOR EMD

B.G. No. Dated:

1. In consideration of you,, having its office at, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a company registered under the Companies Act, 1956/2013) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Project on [DBFO] basis (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clauses mentioned in the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding

Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 90 (ninety) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part

of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. (Rupees only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE – 8 (A)

BID LETTER-FINANCIAL BID (To be filled online through portal eproc.cgstate.gov.in)

Particular	Amount in figure (inclusive of all taxes)	Amount in words
Amount of VGF sought for the project.		

Note:

- 1. Annexure 8 (B) shall not be opened if the bidder is selected as per Annexure 8 (A) & in such cases, Annexure 8 (B) shall not be the part of financial bid.*
- 2. In case two or more bidders quote the same amount in the financial bid as per Annexure 8 (A), then the selection of the bidder shall be done as per Annexure 8 (B).*

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE – 8 (B)

BID LETTER-FINANCIAL BID (To be filled online through portal eproc.cgstate.gov.in)

Note: This will be applicable only when two or more bidders quote the same amount in financial bid as per Annexure 8(A)

Particular	Number of Beds	In words
Number of extra beds offered apart from agreed minimum number of beds reserved (40% beds) for SECC category & other government health schemes.		

Note:- In case two or more bidders quote the same amount and same number of extra beds in the financial bid then the decision of selected bidder (L-1) shall be done through Lottery/Toss.

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

ANNEXURE - 9

INFORMATION & INSTRUCTIONS

TO THE BIDDERS

FOR

ONLINE ELECTRONIC GOVERNMENT PROCUREMENT SYSTEM (e-GPS)

Special Conditions & instructions for online Electronic Government Procurement System (online e-GPS) as given in the subsequent pages will prevail over the conditions stated in the tender documents in the previous pages, wherever relevant and applicable.

1. Registration of the Bidders on Chhattisgarh Government e-Procurement Portal
<http://eproc.cgstate.gov.in>

All the bidders in order to participate in the tenders floated using the Electronic Procurement System are required to be registered on <http://eproc.cgstate.gov.in>.

2. Set-up of Machine:

In order to operate on the electronic procurement system, setting of User's machine is required. For which User has to follow Preferred System Setup Guidelines present in "Download" section in Index page.

3. Obtaining a Digital Certificate:

The bids submitted online should be signed electronically with a Digital Certificate (**Class II or Class III – Signing & Encryption**) to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by Gazette Officer. Only upon the receipt of the required documents, a digital certificate can be issued.

4. The Service Provider of eGPS of Government of Chhattisgarh:

M-Junction Services

Tel.No. 1800 419 9140 (Toll free)

Email helpdesk.cgeproc@gmail.com

Important Note: Bid for a particular tender may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem etc.); he may not be able to submit the bid online. Hence, the users are advised to back up the certificate and keep the copies at safe places under proper security to be used in case of emergencies.

5. **Opening of an Electronic Payment account:** For Submitting the bids online Bidders are required to make online payment for Bid Submission fee using the electronic payments gateway service as mentioned in the List of online payment modes. The bid submission fee is over and above the Tender Processing fee and EMD to be paid as per Cover 'A', while bid submission online.

Arrangements have been made for Bidders to make payments online via Credit Card / Cash Cards / Internet Banking / mobile banking. The List of modes of electronic payments accepted on the electronic Procurement System is available online on the web site.

6. **Tender Download:** Eligible Bidders can also download the Tender Document online through <https://eproc.cgstate.gov.in>.
7. **Submission of actual online bids:** Suppliers have to submit and sign their encrypted bids (by their user Public-Key) online using their digital certificate within the date and time as stated in the tender schedule (Key Dates). The electronic bids of only the suppliers who have submitted their bid seals within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system.

ANNEXURE - 10

LOCATION & DETAILS OF LAND

S.No	Project Site	District	Land Details
1	Naya Raipur	Raipur	Naya Raipur Sector 33, 71/16, Plot B-1, 3.70 Hect.
2	Mathpurena	Raipur	Village Mathpurena, 105/61, 34/1, 36, 0.809 Hect.
3	Kurud	Dhamtari	Block Kurud, 42, 183/16 & 183/17, 1.353 Hect.
4	Bhatapara	Balodabazaar	Tehsil Bhatapara, 2 C, 292/15 & 292/1, 1.1119 Hect.
5	Khursipar	Durg	Chhawani, Bhilai, 1 Hect.
6	Manendragarh	Koriya	Village Chainpur, KH. No. 85/1, 1.02 Hect.

ANNEXURE – 11
HUMAN RESOURCE

Required HR according to IPHS - Medical		
SI No	Speciality	100 Bedded
1	Medicine	2
2	Surgery	2
3	Obs & Gynae	2
4	Paediatrics	2
5	Anaesthesia	2
6	Ophthalmology	1
7	Orthopaedics	1
8	Radiology	1
9	Pathology	1
10	ENT	1
11	Dental	1
12	MO	11
13	Psychiatry	1
14	AYUSH doctor	1
	Total	29
Required HR according to IPHS - Para-Medical		
SI No	Cadre	100 Bedded
1	Staff Nurse	45
2	Lab Technician	6
3	Pharmacist	4
4	Storekeeper	1
5	Radiographer	2
6	ECG Tech /Echo	1
7	Ophthalmic Ass.	1
8	Dietician	1
9	Physiotherapist	1
10	OT Tech.	4
11	CSSD Tech.	1
12	Social Worker	2
13	Counsellor	1
14	Dental Tech.	1
15	Dark Room Ass.	2
16	Rehabilitaion	1
17	Biomedical Engeenier	1
	Total	75

ANNEXURE – 11, Cont.....

Required HR according to IPHS - Blood Bank		
Sl No	Cadre	100 Bedded
1	Blood Bank Incharge (Doctor-Pathologist)	1
2	Staff Nurse	3
3	Male/Female Nursing Attendent	1
4	Blood Bank Technician	1
5	Sweeper	1
	Total	7

ANNEXURE - 12

SPECIFICATION AND STANDARDS

1. List of Services/ Departments:

The following services are indicative but not limited to, shall be made available in the hospital

2. CLINICAL SERVICES

- 2.1.1 General Medicine
- 2.1.2 General Surgery
- 2.1.3 Obstetrics and Gynecology
- 2.1.4 Ophthalmology
- 2.1.5 Pediatrics
- 2.1.6 Orthopedics
- 2.1.7 ENT
- 2.1.8 Dentistry
- 2.1.9 24 Hours Emergency
- 2.1.10 Critical Care Unit
- 2.1.11 Neonatal Care Unit
- 2.1.12 Blood Bank
- 2.1.13 Physiotherapy

2.2 SUPPORT SERVICES

- 2.2.1 Linen & Laundry services
- 2.2.2 Kitchen & Dietary Services
- 2.2.3 Waste Management Services (General waste and Biomedical waste)
- 2.2.4 Transport services
- 2.2.5 Security services
- 2.2.6 Housekeeping Services
- 2.2.7 Medical Records

2.3 Diagnostic Services:

- 2.3.1 Laboratory including Microbiology, Biochemistry, Pathology, Immunology & Hematology
- 2.3.2 Imaging Services
 - 1) CR / DR X-ray – Portable, 100mA, 300mA
 - 2) C-Arm with flouroscopy
 - 3) Color Doppler, Echocardiography
 - 4) USG
 - 5) CT-scan

6) ECG

2.4 UTILITY SERVICES

2.4.1 Registration counter

2.4.2 'May I help you' desk

2.4.3 Billing & Discharge

2.5 24 Hours Pharmacy

2.6 Store (Medicine & Equipments, Tools & Consumable products)

2.7 CSSD

2.8 Medical Gas Supply, Storage & Distribution

2.9 Fire Fighting System as per National Building Code

d) Others

a. Signage

1. The Hospital shall display appropriate signage which shall be in at least two languages (Hindi & English)
2. The building shall have a board displaying the name of the hospital at a prominent location
3. Directional signage shall be placed within the facility to guide the patient & Patient party.
4. Display of Citizen Charter.

b. Following informative signage shall be displayed:

1. Name of the care provider with registration number
2. Registration details of the hospital as applicable
3. Timings of the facility and services provided
4. Mandatory information such as under PCPNDT Act etc. prominently as applicable
5. Important contact numbers such as Blood Banks, Fire Department, Police and Ambulance Services available in the nearby area.
6. Patients' rights & responsibilities

c. Following safety signage shall be displayed:

1. Safety Hazard and Caution signs, for e.g. hazards from electrical shock, inflammable articles, radiation etc. at appropriate places, and as applicable under law.
2. Appropriate Fire exit signage
3. Signage for "No Smoking"

d. Other requirements

1. Access to the hospital shall be comfortable for the patient and/or attendants/visitors.
2. Access shall be provided within the requirements of "Persons with Disabilities Act" and shall be easy for all those whose mobility may be restricted due to whatever cause.
3. The hospital shall be developed and maintained to provide safe, clean and hygienic environment for patients, their attendants, staff and visitors.
4. The hospital shall have 24hr provision of potable water for drinking & hand hygiene. It shall also have 24hr supply of electricity, either through direct supply or from other sources.
5. The building shall be planned as such that sensitive areas, such as wards, consulting and treatment rooms and operation theatres are placed away from the outdoor source of noise. The hospital shall be well illuminated and ventilated.
6. The hospital shall have clean public toilet(s) separate for males and females.
7. The hospital shall have mechanism for timely maintenance of the hospital building and equipment.
8. The hospital shall have appropriate internal and external communication facilities.
9. Furniture and fixtures shall be available in accordance with the activities and workload of the hospital. They shall be functional and properly maintained.

Other requirements

1. Wards: (general wards, special ward and ICU / Emergency beds etc should be minimum 100 bed total)

- 1.1. The ward shall also have designated areas for nursing station, doctors' duty room, store, clean and dirty utility, janitor room, toilets and this shall be provided from circulation area. Air purification systems in all hospital areas.
- 1.2. For a general ward of 12 beds, a minimum of 2 WC and 1 hand wash basin shall be provided.

- 1.3. Distance between beds shall be 1.0 meter
- 1.4. Space at the head end of bed shall be 0.25 meters.
- 1.5. Door width shall be 1.2 meters and corridor width 2.5 meters

2. Intensive Care Unit (at least 20 beds)

- 2.1. The unit is to be situated in close proximity of operation theatre, acute care medical and surgical ward units.
- 2.2. Suction apparatus, oxygen supply should be provided for each bed. Similarly atleast 5 para monitors must be provided in 50% of the beds and atleast 3 para monitors in the rest of the beds.
- 2.3. There must be one ventilator for three beds
- 2.4. Adequate lighting and uninterrupted power supply shall be provided.
- 2.5. Adequate multi-sockets with 5 ampere and 15 ampere sockets and/or as per requirement to be provided for each bed.
- 2.6. Nurses call system for each bed.
- 2.7. ICU shall have designated area for nursing station, doctors' duty room, store, clean and dirty utility, circulating area for movement of staff, trolley, toilet, shoe change, trolley bay, janitor closet etc.
- 2.8. Defibrillator (AED), atleast one dialysis unit, sufficient number of injection pumps and syringe pumps must be provided.

3. Labour room:

- 3.1. The obstetrical unit shall provide privacy, prevent unrelated traffic through the unit and provide reasonable protection of mothers from infection and from cross-infection.
- 3.2. Measures shall be in place to ensure safety and security of neonates.
- 3.3. Resuscitation facilities for neonates shall be provided within the obstetrical unit and convenient to the delivery room.
- 3.4. The labour room shall contain facilities for medication, hand washing, charting, and storage for supplies and equipment.
- 3.5. The labour room shall be equipped with Labour table, IV Drip stand, Instrument, oxygen cylinder, Baby Cot and suction apparatus.

4. Operation Theatre

- 4.1. The operation theatre complex shall have appropriate zoning.

4.2. The operation theatre complex shall provide appropriate space for other areas- nursing station, doctors' duty room, scrub station, sterile store, Clean and dirty utility, Dress change room, Toilets:-

- a) Sterile area – consists of operating room sterile store and anesthesia room
- b) Clean zone- consists of equipment/medical store, scrub area, pre and/or post-operative area and linen bay
- c) Protective zone- consists of change room, doctors room and toilets
- d) Dirty area
- e) Due considerations are to be given to achieve highest degree of asepsis to provide appropriate environment for staff and patients.

4.3. Doors of pre-operative and recovery room are to be 1.5 m clear widths.

4.4. Anaesthesia work stations, LED OT lights, Electro surgical units, Suction machines should be provided in each OT with central gas line. Atleast two OTs should have laminar airflow systems and one should have a C Arm with fluoroscopy.

4.5. Air Conditioning to be provided in all areas. Window AC and split units should preferably be avoided as they are pure re circulating units and become a source of infection.

4.6. Appropriate arrangements for air filtration to be made.

4.7. Temperature and humidity in the OT shall be monitored.

4.8. Oxygen, Nitrous Oxide, suction apparatus and compressed air supply should be provided in all OTs.

4.9. All necessary equipment shall be available and in working condition.

4.10. Uninterrupted power supply to be provided.

4.11. Ophthalmology OT should have Phacoemulsification machine & Operating microscope.

4.12. Fumigator for sterilization should be available.

5. Emergency room

Emergency bed and surrounding space shall have minimum 10.5 sq m/ bed area.

6. Clinical Laboratory

6.1. The laboratory area shall be appropriate for activities including test analysis, washing, biomedical waste storage and ancillary services like Storage of records, reagents, consumables, stationary etc for staff.

6.2. Biochemistry Analyser, Hematology Analyser, ELISA Reader, microscope, centrifuge, Incubator, Immunology kits, should be available with all reagent kits appropriate.

7. Imaging & other diagnostics

7.1. The department shall be located at a place which is easily accessible to both OPD and wards and also to emergency and operation theatre.

7.2. As the department deals with the high voltage, presence of moisture in the area shall be avoided.

7.3. The size of the department shall depend upon the type of equipment installed.

7.4. The department/room shall have a sub-waiting area preferably with toilet facility and a change room facility, if required.

7.5. Imaging department should have a color Doppler with echocardiography, X ray machines with 300mA and one with 100mA, CT scan 4 slice or above, Plain USG, C arm with fluoroscopy should be available

7.6. ECG, TMT, Holter, Temporary Pacemaking unit apart from the Color Doppler / Echo should be available

7.7. Endoscopy, PFT / Spirometry

7.8. Audioscopy

7.9. OPG for Dental X -Ray

7.10. Autorefractometer, Slitlamp, A scan, Direct & Indirect Ophthalmoscopy, Goniometry, Fundoscopy

8. Central Sterilization and Supply

8.1. Department (CSSD) — Sterilization, being one of the most essential services in a hospital, requires the utmost consideration in planning.

8.2. Centralization increases efficiency, results in economy in the use of equipment and ensures better supervision and control.

8.3. Horizontal and vertical autoclaves should be available along with ultrasonic cleaner.

8.4. The materials and equipment dealt in CSSD shall fall under three categories:

- a) those related to the operation theatre department,
- b) common to operating and other departments, and
- c) Pertaining to other departments alone

ANNEXURE – 13

TIME PERIOD OF VARIOUS ACTIVITIES FOR COMMISSIONING OF THE HOSPITAL

Stage No	Time Period	Work Activity
1	Upto 3 months	<ul style="list-style-type: none">• NOC/ Clearance from concerned department• Initiation of Construction work
2	Upto 6 Months	<ul style="list-style-type: none">• Plinth• Ground floor construction
3	Upto 9 Months	<ul style="list-style-type: none">• Ground floor complete• Completion of 1st floor
4	Upto 12 months	<ul style="list-style-type: none">• Completion of subsequent floors• Completion of Construction
5	Upto 18 month	<ul style="list-style-type: none">• Finishing & furnishing of Building• Installation of equipments• Recruitment of HR• Commissioning of Hospital
6	In 19 months	<ul style="list-style-type: none">• Delay of 1 month in completion of all activities mentioned in Stage 5
7	In 20 months	<ul style="list-style-type: none">• Delay of 2 months in completion of all activities mentioned in Stage 5
8	In 21 months	<ul style="list-style-type: none">• Delay of 3 months in completion of all activities mentioned in Stage 5

ANNEXURE – 14

PENALTY DURING CONSTRUCTION OF BUILDING & COMMISSIONING

Stage No	Time Period	Work Activity	*Liquidated Damages for non completion of work within time period
1	Upto 3 months	<ul style="list-style-type: none"> • NOC/ Clearance from concerned department • Initiation of Construction work 	10% of Performance Security
2	Upto 6 Months	<ul style="list-style-type: none"> • Plinth • Ground floor construction 	5 % of Performance Security
3	Upto 9 Months	<ul style="list-style-type: none"> • Ground floor complete • Completion of 1st floor 	5 % of Performance Security
4	Upto 12 months	<ul style="list-style-type: none"> • Completion of subsequent floors • Completion of Construction 	5 % of Performance Security
5	Upto 18 month	<ul style="list-style-type: none"> • Finishing & furnishing of Building • Installation of equipments • Recruitment of HR • Commissioning of Hospital 	15 % of Performance Security
6	In 19 months	<ul style="list-style-type: none"> • Delay of 1 month in completion of all activities mentioned in Stage 5 	Additional 10% of Performance Security apart from above mentioned percentage
7	In 20 months	<ul style="list-style-type: none"> • Delay of 2 months in completion of all activities mentioned in Stage 5 	Additional 25% of Performance Security apart from above mentioned percentage
8	In 21 months	<ul style="list-style-type: none"> • Delay of 3 months in completion of all activities mentioned in Stage 5 	Additional 25 % of Performance Security apart from above mentioned percentage

*** Amount for the Liquidated damages shall be deducted from the performance security at each stage, however if the work is not done or the delay exceeds the time frame as mentioned above, the Liquidated damage shall be on cumulative basis.**

**** Considering the work progress or facts / situations beyond the private partner, as the case may be, The Steering committee may take final decision regarding exemption or reduce the amount under Liquidated damages, providing sufficient written reason thereto.**

ANNEXURE 15

PENALTY CLAUSE (DURING OPERATIONAL PHASE)

Stage No	Particular	Service level agreement	Deficiency in Services attract penalties/ Liquidated damages	Penalties
1	No of HR placed	<ul style="list-style-type: none"> Number of Staff (Medical Staff, Paramedical & Administrative Staff) as per IPHS standard Availability of Medical/ Paramedical/Administrative staff during duty hour 	<ul style="list-style-type: none"> Non availability of staff placed on daily basis/ duty hours as per duty roster or fail to replace the off duty/ leave staff 	5 % of daily revenue generated
2	Service Availability	<ul style="list-style-type: none"> Availability of all essential department wise services as per IPHS 	<ul style="list-style-type: none"> Non availability of essential services for particular department (Deficiency more than 10%) 	5% of daily revenue generated
3	Availability of Drugs and Consumables	<ul style="list-style-type: none"> Availability of essential Drugs and Consumables as per State EDL 	<ul style="list-style-type: none"> 100% Availability of drugs as per State EDL 	3 % of daily revenue generated by Pharmacy and drug dispensing (including both OPD & IPD)
4	Infrastructure Availability	<ul style="list-style-type: none"> Availability of all requisite infrastructure, Furniture, Fixtures to carry out the activities smoothly 	<ul style="list-style-type: none"> If proper infrastructure, Furniture, Fixtures is not available to carry out activity 	Rs 5000 per day at each occasion cumulatively till the deficiencies are rectified.
5	Housekeeping / Cleanliness	<ul style="list-style-type: none"> Provide necessary personnel, equipments, process and protocols to keep facilities clean 	<ul style="list-style-type: none"> Proper Housekeeping and Cleaning to be provided in and around Hospital 	Rs 500 per day at each occasion cumulatively till the deficiencies are rectified.
6	Upkeep time of equipments	<ul style="list-style-type: none"> All efforts to provide readily available services 	<ul style="list-style-type: none"> Ensure 90% upkeep time for equipments 	Upkeep time less than 90% attract 5% and less than 60% attract 10% penalty of daily estimated revenue of the department.
7	OPD patients	<ul style="list-style-type: none"> Number of OPD patients treated free/ month 	No of free OPD patients Less than 20% of the total OPD	5 % of revenue generated/month
8	IPD patients	<ul style="list-style-type: none"> Number of beds available for Govt schemes 	Minimum 40% of beds to be reserved for free treatment	5 % of revenue generated / month
9	Grievance redressal	Free services for the Govt schemes	Complaint from patients regarding payment	5 % of daily revenue generated

ANNEXURE – 16

KEY PERFORMANCE INDICATORS (KPI)

S.	Indicator	Numerator	Denominator
1	Ratio of doctors in position with respect to IPHS norm	Number of doctors in position (Specialist/MBBS/AYUSH)	IPHS norm for the respective category hospitals
2	Ratio of Staff nurses in position with respect to IPHS norm	Number of staff nurse (exc-ANM) in position	IPHS norm for the respective category hospitals
3	Ratio of paramedical staff in position with respect to IPHS norm	Number of paramedical staff in position	IPHS norm for the respective category hospitals
4	Proportion of core healthcare services available	Proportion of Healthcare Services Availbale	14
5	Proportion of support services available	Proportion of Support Services Availbale	10
6	Bed occupancy rate	Total days of Inpatient admitted added for a month* 100	Totla Functional Beds* days in month
7	Average Length of Stay (ALS)	Cumulative days of inpatient admitted for month (excluding day care patients)	Total No. of Discharges (including LAMA, Death, Referral, Absconding) in the month
8	Lama Rate	No. of LAMA Patients	No. of Admission excluding Day care and Absconded patient
9	Proportion of diagnostic services available	Number fo diagnostic services available	10
10	Lab Utilization Index (LUI)	Total no. of Test Done in lab (Both OPD and IPD tests)*1000	Total No. of Patient (OPD & IPD)
11	Percentage of Surgeries done during day (Planned Surgery)	No of Surgeries Done during day time *100 (Excluding family planning and minor surgery)	No of total major Surgeries done (Excluding family planning surgeries and minor surgeries)
12	Percentage of Surgeries Done at Night	No of Surgeries Done at Night *100 (8PM-8 AM) (Excluding family planning and minor surgery)	No of total major Surgeries done (Excluding family planning surgeries and minor surgeries)
13	Total no of institutional deliveries	Total number of deliveries conducted in the facility during month *100	50

Annexure 16 Cont.....

14	C- Section rate	Number of C-Section deliveries Performed in the year * 100	Total number of deliveries in the year (Normal + Assisted Deliveries + C section)
15	Percentage of High Risk Pregnecy/Obstetric Complication	Total No. of High risk Pregnancies/Obstetric complication managed*100	Total No. of pregancy/obstetric cases register
16	Referral Rate	No.of cases referred out from the hospital (excluding LAMA and Absconded)*100	No. of cases admitted (except day care procedure)
17	Emergency Death Rate	No.of Death Occurred at emergency department (excluding brought in dead)*100	No.of Patient managed at emergency (Total patient in emergency department minus referred out)
18	Stock out percent of supplies for Essential Drugs	Total no. of stockout days in the year X 100	Total no. of essential drugs X 365
19	Registration to Drug time (Average)	Total time (in minute) taken by the patient from entering in queue for registration to exit	Total patients taken under study
20	Surgical Site Infection Rate	No. of Surgical site infective cases observed*100	Total No. of Surgeries done in month
21	Meternal Death Rate	No. Of Maternal Death occurred at Hospital*100	No. of Pregnant woman admitted
22	Neonatal Death Rate	No. of Neonatal deaths occurred in Hospital in Hospital and SNCU (exclusion Still Birth)*100	No. of Live births and neonatal Outborn admisson (exclusion Still Birth)
23	IPD Patient Satisfaction Score	Feedback score Obtained by IPD patient satisfaction survey X 100	Total no. of patients interacted X maximum score
24	OPD Patient Satisfaction Score	Feedback score Obtained by OPD patient satisfaction survey X 100	Total no. of patients interacted X maximum score

Annexure 16 Cont.....

Indicator		Detail	Numerator	Denominator
Availability of Core healthcare services (14) (Proportion of Services available against the expected)	i	General Medicine	Total Number of Services Available	Total number of Services expected (14)
	ii	General Surgery		
	iii	Obstetrics and Gynaecology		
	iv	Paediatrics, including neonatology [as required for a Level II SNCU]		
	v	Emergency (Accident and other emergency) (Casualty 24 X 7 basis)		
	vi	Critical Care (ICU)		
	vii	Anaesthesia		
	viii	Ophthalmology		
	ix	ENT		
	x	Dermatology and Venereology (Skin and VD) RTI/STI		
	xi	Orthopaedics		
	xii	Public Health Unit (may be collocated)		
	xiv	Radiology		
	Availability of Support services (10) (Proportion of Services available against the expected)	i		
ii		Sterilization and Disinfection - CSSD		
iii		Blood Bank		
iv		Waste management including biomedical wase		
v		Medico-legal / post-mortem		
vi		Dietary services for patient		
vii		Electric supply backup		
viii		Pharmacy		
ix		Water supply (plumbing)		
x		Refrigeration		
Availability of diaganostic testing services	i	Urine analysis	Total Number of lab Services Available	Total number of lab Services expected (10)
	ii	Stool analysis		
	iii	PAP Smear		
	iv	Sputum		
	v	Haematology		
	vi	Serology		
	vii	Biochemistry		
	viii	Ophthalmology		
	ix	ENT		
	x	Radiology		

Annexure-17
FORMAT OF LETTER OF AWARD

(On Office letterhead)

Letter No./ DHS/ CT scan service /2018-19 Place...../dated.....

To,

.....

Subject: RFP No.for operationlization of Hospital at

Reference: You proposal submitted for the same.

With reference to the above, we are pleased to inform you that you have been selected for Operationlization ofhospital located at

I am sure by now you have done the Situation analysis and started the process of identifying the pool of resources to be deployed in designated areas.

This letter of award is being sent to you to award a work order against your proposal, as the RFP evaluating committee found your proposal suitable for Operationlization ofhospital located at

Within Fifteen days of this notice, you are required to enter into the agreement with the Contracting Authority to get the work order.

You also need to submit all required documents along with the Performance guarantee.

If any of the items is not provided within Fifteen days of the date of this letter, we may proceed to award the contract to another successful bidder.

Note:

1. If the successful bidder does not accept LoA or after accepting LoA does not enter into the agreement, within specified period the Director Health Services reserves the right to cancel the LoA issued to him and forfeit the EMD. The Director Health Services may also blacklist the bidder.
2. Please return a copy of this letter acknowledging receipt as indicated below.

Signature & date
(Director Health
Services)
CG

Acknowledgement

We acknowledge the receipt of the letter of Intent No. ----- dated..... on ----- (date). We will do all the required formalities as per RFP within fifteen days and enter into the agreement mentioned in the RFP document

Signed-----

Date-----

On behalf of (name of the authority)

Name of the successful bidder and
seal

FORMAT FOR PERFORMANCE SECURITY

In consideration of Contracting Authority having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between DHS Chhattisgarh and M/s..... (Hereinafter called the “said Successful bidder”) for Operationlization ofhospital located at

I hereby agree for production of an irrevocable bank guarantee (at any nationalised Bank) for Rs..... (Rupees..... Only) as a security / guarantee from the successful bidder for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We..... (Hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Contracting Authority any money so demanded not withstanding any dispute or disputes raised by the successful bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment there under, and the successful bidder(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Contracting Authority under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Contracting Authority certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said successful bidder(s), and accordingly discharges this guarantee
3. We further agree with the Contracting Authority that the Contracting Authority shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said successful bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Contracting Authority against the said successful bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said successful bidder(s) or for any forbearance, act of omission on the part of the Contracting Authority or any indulgence by the Contracting Authority to the said successful bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the successful bidder(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Contracting Authority in writing.
6. This guarantee shall be valid up to unless extended on demand by the Contracting Authority Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the.....day of..... for

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place: