

**CORRIGENDUM -3  
& ADDENDUM-1**

**SUBJECT: REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR “ESTABLISHMENT, OPERATION & MAINTENANCE OF CT SCAN & MRI CENTRE AT CHARAK PALIKA HOSPITAL, MOTI BAGH, NEW DELHI” UNDER PPP MODEL.**

**REPLIES TO THE QUERIES RAISED BY THE PROSPECTIVE BIDDERS DURING THE PRE-BID MEETING HELD ON 5<sup>TH</sup> JUNE, 2017 AT 11.00 A.M. AT NDMC VENUE, PALIKA KENDRA, SANSAD MARG, NEW DELHI-110001 AND QUERIES RECEIVED THROUGH E.MAIL.**

S.No.	PHILIPS INDIA LIMITED			
	Ref.	Tender Clause	Philips Queries/Observations	NDMC Response.
1.	Page 9 Clause 4.2 c	c. 24x7 CT and MRI facilities to general public at non-NABH CGHS rates	Service provider should be allowed to charge a differential rate for private patients (non NDMC). However, these charges would also be fixed and revised from time to time.	RFP term as provided under Clause 4.2 c) on Page 9 shall prevail.
2.	Page 31 Clause 8.1 (ii)	(ii) Connection of Electricity and Water supply at the commercial rates will be provided by the Public Partner in the name of the Service Provider .....	Adequate capacity power connection at the site should be provided by the hospital at the time of handover over of site.	In term of Clause 8.1 (ii) Page 31 adequate capacity power connection shall be provided on an application made in this behalf by the Service Provider.
3.	Page 32 Clause 8.1 (iv)	(iv) No new civil, electrical or any other work will be taken over by the Public Partner within the built-up space provided to the Service Provider.	Service provider will have do some electrical work for Air conditioning and setting up the equipment. In case the hospital is going to provide a ready built up area with final electrical and plumbing, this clause is acceptable.	RFP term as provided under Clause 8.1 (iv) Page 32 of RFP shall prevail. Public Partner (NDMC) shall provide built-up space to the Service Provider.
4.	Page 32 Clause 8.2.1 (ii) b	b) Other people on chargeable basis, as per prevailing non- NABH CGHS rates (as revised from time to time) for the CT and MRI services. The Service Provider in such case shall pay the amount equal to the discount percentage quoted by it to Public Partner.	Service provider should be allowed to charge a differential rate for private patients (non NDMC). However, these charges would also be fixed and revised from time to time. This will give a comfort to the service provider as it gives room for achieving the viability/profitability.	RFP term as provided under Clause 8.2.1 (ii) b shall prevail.

5.		CGHS Non-NABH Rates	<p>Service provider should be given a choice of getting the centre NABH (NABMIS) accredited within 3 Years of operations. With achieving the Accreditation, same discount should be applicable on <b>NABH rates</b>. This not only ensure the quality services but is also an incentive for service provider throughout the tenure to maintain the quality service.</p> <p>This will also save Hospital's effort to monitor quality on daily/weekly/monthly basis.</p>	<p>The existing Clause 5.10.1.1 of the RFP is re-numbered as Clause 5.10.1.1A and further Clause 5.10.1.1B of the RFP is inserted as under:</p> <p>The service provider has the option to get the Centre NABH accredited within a period of 3 years of operation of the Centre. On getting the Centre NABH accredited the quoted discount rate (in percentage) on the prevailing CGHS rates for NABH CT Scan and MRI procedures/services for Delhi NCR circle shall be applicable (as long as the Centre is NABH accredited).</p> <p>Further the existing Clause 9.2 of the RFP is re-numbered as Clause 9.2 A and further Clause 9.2 B is inserted as under:</p> <p>In case the conditions laid down at clause 5.10.1.1B is fulfilled, the service provider shall submit the bill for the amount to be claimed from NDMC (NABH CGHS rates applicable for Delhi NCR Circle – along with discount percentage offered by service provider) in lieu of cashless CT Scan &amp; MRI facilities provided to NDMC's beneficiaries covered under the LMHS.</p> <p>Further the existing Clause 9.3 of the RFP is re-numbered as Clause 9.3 A and further Clause 9.3 B is inserted as under:</p> <p>In case the conditions laid down at clause 5.10.1.1B is fulfilled, the service provider shall calculate the amount to be paid by it to the public partner (NDMC) (to be calculated on the basis of discount percentage offered by service provider to the public partner in respect of non NABH CGHS charges applicable for Delhi-NCR Circle collected by service provider from General Public.</p>
6.	Page 33 Point vii	<p>a) First Preference: Emergency case referred by Charak Palika Hospital</p> <p>b) Second Preference: Emergency case referred by any other registered Hospital</p>	<p>Any emergency should be classified by the fact that which patient needs immediate attention and not by referring hospital/authority.</p>	<p>Agreed. Clause 8.2.1 (vii) clauses a) &amp; b) are merged to provide as under:</p> <p>(vii) The Service Provider shall give preference to the General Public in the following order:</p> <p>a) Emergency cases.</p>

				b) stands deleted and c), d), e) & f) be read as b), c), d) & e) respectively.
7.	Page 38 Point xix	The Service Provider must have back up arrangement for any breakdown of electricity and/or water supply, at no extra cost to the Public Partner and public.	The service provider should be asked to maintain 95% uptime per annum. Beyond that 5% downtime, an alternative arrangement should be asked.	Provision in this regard exists under Clause 8.4 ii) Page 36 of the RFP. Suggestion is not agreed to. Both the RFP Clauses 8.4 Sub-Clause xix on page 38 and 8.4 ii) on page 36 shall prevail.
8.	Page 38 Point xi	The service provider shall be given a maximum down time of seven working days by the public partner from the date of breakdown reported. An amount of Rs.25,000/- (Rupees Twenty Five Thousand only) per week penalty for the first two months and if, the machine is not set right even after two months then the public partner is free to terminate the agreement.	The service provider should be asked to maintain 95% uptime. Beyond 5% downtime (i.e 18 days in a year), an alternative arrangement should be asked for a maximum of 7 days in a row. In case, an alternative arrangement is not made within stipulated time or it is extended beyond 7 days, then penalty should be imposed.	No such provision exists under sub-clause xi on page 38. The provision referred to exists under sub-clause xx) Clause 8.4 of the RFP. Sub-clause xx) of Clause 8.4 of the RFP page 38 shall prevail.
	Page 38 Point xxvi	After expiry of the concession agreement term, the Service Provider shall not operate and a grace period of thirty (30) days will be allowed for removal of all equipment	It is not possible to remove the MRI RF Cage within 30 days. At least 60 days should be given to vacate the premises.	Agreed. The relevant Sub-Clause xxvi of Clause 8.4 of the RFP on pages 38-39, be read as under:  On expiry of the Service Provider Agreement, the Service Provider will take away all the equipments and consumables that are under its ownership, without disturbing the physical infrastructure provided by the Public Partner (NDMC) and hand over the possession of the location to Public Partner (NDMC) after restoring it in the same status in which it was handed over to them. After expiry of the concession/Service Provider Agreement term, the Service Provider shall not operate and a grace period of sixty (60) days will be allowed for removal of all equipment/ consumables from the premises and during this period the service provider shall not operate. If not cleared within this time frame, the Public Partner (NDMC) will be at his

				liberty to dispose of the same, as deemed fit. Any amount spent by the Public Partner (NDMC) for disposing of/repair etc. shall be recovered from the Performance Guarantee provided by the Service Provider
9.	Page 43 8.14 Interest	Any sum which becomes payable under any of the provisions of this Agreement by the Service Provider to the NDMC shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Service Provider to the NDMC. Such sum shall until payment thereof carry interest at 18% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the NDMC.	This clause should not be one sided. Same should be applicable in case of delayed payments from NDMC to the private partner.	Not agreed. Service Partner assures that the payment due to the Service Provider shall normally be made within one month of the submission of the bills, if there is complete compliance of the requirements on the part of the Service Partner. RFP Clauses 8.14 on page 43 and 9.2 on page 44-45 shall prevail.
10.	Page 44 9.0 Payments:	The Bill raised will be cleared by the Public Partner (NDMC) normally within one month from the submission of the bills.	There is no mechanism to check delayed payments. A penalty of SBI base rate + 2% interested should be imposed on public partner in case of delayed payment beyond 30 days.  Please note that majority of the patients at the center would be cashless and hence it would be difficult for the service provider to meet its day to day expenses in case reimbursements are delayed for long.	RFP Clause 9.2 on page 44-45 shall prevail.
11.	NA	Compulsory Referral	Authority should assure compulsory referral from all NDMC dispensaries and hospitals to the PPP set up and all kind of patient leakages to outside market should be prevented. NDMC should discontinue any ongoing rate contract with different hospitals once CT & MRI PPP centres are established at Charak Palika hospital.	Service Partner (NDMC) assures the Bidders that there shall be compulsory referral from all NDMC dispensaries and hospitals to the PPP set up CT & MRI Centre at Charak Palika Hospital and all kind of patient leakages to outside market shall be prevented. Service Partner (NDMC) shall discontinue any ongoing rate contract with different hospitals once CT & MRI PPP centres are established at Charak Palika hospital.

12.	NA	No Competitive facility	Authority should assure that no competitive facility (PPP or Govt.) should come up in the same hospital premises for the tenure of the agreement. In case the PPP set up achieves its maximum capacity, service provider should be given first right of refusal for setting up another machine.	Service Partner (NDMC) assures the Bidders that no competitive facility (PPP or Govt.) should come up at Charak Palika Hospital premises for the tenure of the agreement. In case the PPP set up achieves its maximum capacity, Service Provider shall be given first right of refusal for setting up another machine.
13.	ANNEXURE-XI to RFP Pages 91-92	<p>Technical Specifications for CT Scan Machine</p> <p>1. Whole body spiral CT scanner (16 slices) of latest technology.</p> <p>3a. X-Ray tube anode heat storage capacity of at least 2 MHU.</p> <p>5. Detector System: Solid state detectors to acquire min. 16 slice at a time, free from frequent calibration.</p> <p>4g. Table should have carbon fibre table top or equivalent.</p> <p>15. ADDITIONAL SOFTWARE: f) CT perfusion for head and body.</p> <p><b>Additional Workstation</b></p>	<p>The current specifications allow even a machine with 8 rows of detectors.</p> <p>The machine asked should be a <b>'True 16 Slice machine with minimum 16 rows of detectors'</b>. Such a machine would ensure:</p> <ol style="list-style-type: none"> <li>1. High quality Peripheral Angiography studies</li> <li>2. Use of less contrast</li> <li>3. Less breath hold time for patients</li> <li>4. overall less scan time and hence lesser waiting time and higher number of patients in a day</li> <li>5. Capable of performing Lung nodule analysis</li> </ol> <p>It should be at least 3 MHU. Tube is core of a CT system and should be of higher capacity.</p> <p>Minimum 16 rows of detectors should be there to be a true 16 Slice CT.</p> <p>Table should not be fixed. It should with up and down movement.</p> <p>There is no need of perfusion software in a secondary care set up till you have a strong back up of neurosurgery. This shall hardly be utilized and would be an unnecessary cost.</p> <p>There is no need to give specifications of additional workstation as it will be an additional cost. Please Just mention "Additional workstation</p>	<p>The specification of 16 Slice CT at Annexure XI is amended and be read as under:</p> <p><b>'True 16 Slice machine with minimum 16 rows of detectors'</b>.</p> <ol style="list-style-type: none"> <li>1. High quality Peripheral Angiography studies.</li> <li>2. Use of less contrast.</li> <li>3. Less breath hold time for patients.</li> <li>4. Overall less scan time and hence lesser waiting time and higher number of patients in a day.</li> <li>5. Capable of performing Lung nodule analysis.</li> </ol>

			from any reputed vendor like Apple, imac or Osirix".	
14.	ANNEXURE-XII of RFP Page 93-S.No. 2.3 of Specifications	Technical Specifications for MRI Machine <b>RF System:</b> RF system should be fully digital & solid state with transmit power of at least 10 kW	RF system should be fully digital & solid state with transmit power of at least <b>15 kW</b> .	<b>TECHNICAL SPECIFICATION OF STATE OF THE ART LATEST GENERATION 1.5 T SUPER CONDUCTING MAGNETIC RESONANCE IMAGING SYSTEM (MR)-</b> ANNEXURE-XII of RFP Page 93-S.No. 2.3 of Specifications is amended as under: RF system should be fully digital & solid state with transmit power of at least 10 kW and above.
	<b>1. Wipro GE Healthcare</b> <b>2. Veritas Movers Pvt. Ltd.</b> <b>3. Focus imaging &amp; research centre Pvt. Ltd.</b>			
15.	<b>PRICING OF TESTS</b>  <b>Clause 5.10.1.1</b>	The Bidder shall quote a single "discount rate (in percentage) (upto two decimal points) on the prevailing CGHS rates for non-NABL CT SCAN & MRI procedures/ services applicable for Delhi-NCR Circle"	<b>Suggestion:</b> The rates per scan shall be changed to NABL CGHS rates for Delhi - NCR after the PPP center receives an NABH certification.	Please refer to Service Partner (NDMC) response the Query at Sl. No. 5 above.
16.	<b>Quality and NABH Norms</b>	Clause: Service Provider shall have to comply to all the existing and future requirements of National Accreditation Board of Hospitals/Labs and or Quality Council of India.	<b>Suggestion:</b> Service Provider shall have to comply to all the existing and future requirements of National Accreditation Board of Hospitals/Labs and or Quality Council of India after the certification is received.	Not Agreed. RFP Clause 8.3 Sub-Clause s) on page 35 shall prevail.
17.	<b>PRICING OF TESTS TO GENERAL PUBLIC:</b>	24x7 CT Scan & MRI facilities to the General Public at non-NABL CGHS rates for Delhi-NCR Circle.	<b>Suggestion:</b> The services to General Public or the private patients should be decided by the Service provider where the maximum rates can be capped at 150% of the Discounted Non	Not agreed. No Annexure stand attached with the pre-bid queries received through e.mail. Clause 4.2 Sub-Clause c) shall prevail. Please also refer to Service Partner (NDMC) response the Query at Sl. No. 5 above.

	<b>Clause 4.2 Sub clause c.</b>		NABL rates. This point is followed in various PPP bids. The details of the states/bodies following this are provided in the Annexure.	
18.	<b>PRICING OF TESTS TO THE GENERAL PUBLIC.</b> <b>Clause 8.2.1, Sub Point ii-b)</b>	General Public on chargeable basis, as per prevailing non-NABL CGHS rates applicable for Delhi-NCR Circle (as revised from time to time) for the CT Scan & MRI procedures/services. The Service Provider in such case shall pay the amount equal to the discount percentage quoted by it to Public Partner (NDMC).	<b>Suggestion:</b> This point should be deleted.	Not agreed. RFP term Clause 8.2.1 Sub-Clause ii) b) shall prevail.
19.	<b>DUPLICATE FILMS:</b> <b>Clause 8.3 Sub point k)</b>	Duplicate Films shall be provided to the patients by the Service Provider at a cost of Rs. 100/- per Film of size 14" X 17".	<b>Suggestion:</b> Duplicate film shall be provided to the patients by the Service Provider at a cost of Rs. 150/- per Film of size 14" X 17".	Clause 8.3 Sub clause k) is amended and be read as under:  Duplicate Films shall be provided to the Patients by the Service Provider @ Rs. 150/- for Film of size 14"X17". However for sizes smaller than 14"X17" Service Provider will charge from the Patients Rs. 100/- per Film.
20.	<b>ANESTHETIST:</b> <b>Clause 8.3 sub point c:</b>	The Service Provider should ensure that an Anesthetist is available on an on-call basis at the Centre, in case any need arises.	<b>Suggestion:</b> Request the hospital to support the service provider with the Anesthetist whenever needed.	Not Agreed. RFP Clause 8.3 Sub-Clause c) shall prevail.
21.	<b>MEDICO LEGAL CASES:</b> <b>Clause 8.3 Sub point XXI :</b>	Service Provider must maintain all medico-legal and all other records and should be able to provide them in soft and hard copy to the Public Partner (NDMC) on demand, and for transfer of amount by service provider to public partner (NDMC) or vice versa. The	<b>Suggestion:</b> <ul style="list-style-type: none"> <li>The service Provider must hand over all the all the softcopies of the images and the reports to the Public Partner every year on a decided date. This is primarily as the size of the images go in Terabytes per year and it will be very difficult for the service</li> </ul>	The said Clause 8.4 sub-clause xxi) on page 38 of the RFP is amended to provide as under:  Service Provider must maintain all medico-legal and all other records and should be able to provide them in soft copy to the Public Partner (NDMC) on demand. The Public Partner (NDMC) reserves the right to scrutinize and audit the records, including

		Service Provider would also provide the provision of integrating the records with NDMC's website. The Public Partner (NDMC) reserves the right to scrutinize and audit the records, including financial records, maintained under this RFP document.	<p>provider to keep the record for 9 years or so.</p> <ul style="list-style-type: none"> <li>• Since the service provider is not an IT/software company integrating the records with the NDMC website is beyond the scope and domain of the service provider. Request this point to be deleted.</li> </ul>	financial records, maintained under this RFP document. However, the Service Provider shall make all efforts to integrate their machines by providing software to integrate with the PACS module of NIC.
22.	Clause 8.3 Sub-Clause u)	The responsibility of managing allergic reactions /complications arising out of and during the imaging of patients at the CT Scan & MRI centre exclusively lies with the Service Provider. The CT Scan & MRI center should have prior arrangements to shift such patients to higher centers for management of complications. The cost of management of such complications shall be borne by the Service Provider without any liability, responsibility of Public Partner.	<b>Suggestion:</b> The emergency situations should be handled by the Hospital. The Service provider should be only responsible to take the patient from the scan center to the emergency department of the hospital	Not Agreed. RFP term under Clause 8.3 Sub-Clause u) on page 36 of RFP shall prevail.

**NOTE:**

1. The Bidder should positively ensure that the minutes of the pre-bid meeting as above, duly signed by the authorized person of the Bidder should be up-loaded on the e. procurement portal of Govt. of NCT of Delhi <http://govtprocurement.delhi.gov.in> alongwith technical bid failing which, NDMC reserves the right to reject the proposal considering it non-responsive as provided under 6.2 of the RFP for Evaluation of Technical Bid/Proposal.

2. Format of Bank Guarantee to be executed on requisite Non-Judicial Stamp Paper of Rs. 100 as per pages 69-70 stands deleted and need not be executed on up-loaded alongwith the Technical Bid as provided under Annexure XIV at Sl.No. 14.



3. The other terms and conditions of the RFP remain un-changed including due date, time and place for online submission of Bids extended to on or before 20<sup>th</sup> June 2017 by 4.00 P.M. Tender Notice alongwith detailed terms and conditions can be viewed and downloaded by the Bidders from NDMC website [www.ndmc.gov.in](http://www.ndmc.gov.in) & e.procurement website of GNCTD <https://govtprocurement.delhi.gov.in> till 15.00 P.M. on 20<sup>th</sup> June, 2017.

**4. The words “Non-NABL” where-ever appearing in the RFP and Draft Agreement for the Project be read as “Non-NABL/Non-NABH”.**