

Concessionaire Agreement

Part I

THIS AGREEMENT is entered into on this the day of, 2016

BETWEEN

1. The Governor of Haryana acting through The Civil Surgeon --, (hereafter referred to as “**Civil Hospital -----**”, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns of the First Part;

AND

2. _____, having its registered office at -----, (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part;

WHEREAS;

(A) Health Department (HD), Government of Haryana (GoH) has taken initiatives to strengthen tertiary Level Interventional Cardiology services of health care delivery system in the State. The purpose of these initiatives is to improve the health status of the people of the State.

(B) as part of these initiatives, Government of Haryana has identified for establishment of Interventional Cardiology Facilities in the selected Civil Hospitals(CH) with the participation of private sector/NGOs for providing Interventional Cardiology Services. The objective of this initiative is to have greater access of the people to quality Tertiary Level services at affordable cost. Accordingly, Government has decided to establish facility under PPP mode in the selected Civil Hsopitals.

(C) the Government had prescribed the technical and commercial terms and conditions, and Invited bids from interested parties for undertaking the Project (as hereinafter defined) under Public Private Partnership (PPP) framework and in response thereto received proposals from several bidders including the Successful Bidder;

(D) after evaluation of the technical and financial bids received, the Government had accepted the bid of _____ (the “**Successful Bidder**”) and issued its letter of award No. /----- dated -- ----- (hereinafter called the “**LOA**”) to the Successful Bidder requiring, inter alia, the execution of this Concession Agreement within 60 (Sixty) days of the date of issue thereof;

(E) the Successful Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Health department to accept the Concessionaire as the entity which shall undertake and perform the obligations and

exercise the rights of the Successful Bidder under the LOA, including the obligation to enter into this Concession Agreement pursuant to the LOA for executing the Project;

(F) by its letter dated ----- the Concessionaire has also joined in the said request of the Successful Bidder to the Health department to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Successful Bidder for the purposes hereof

(G) the Government has agreed to the said request of the Consortium and the Concessionaire, and has accordingly agreed for the Health Department to enter into this Concession Agreement with the Concessionaire for execution of the Project on Design, Build, Finance, Operate and Maintain DBFOM basis, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

“**AMC/CMC**” means Annual maintenance contract/ Comprehensive Maintenance contract.

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

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

“**Appointed Date**” means the date on which the Concession Agreement comes into full force and effect in accordance with the terms outlined therein as mentioned in Article 3.2

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

“**CGHS**” Central Govt Health Scheme

“**Charges/Rates/Price**” means rates arrived after incorporating the discount/premium on Non-NABH/NABH (National Accreditation Board for Hospital and Health care Providers) CGHS (Central Govt. health scheme) rates (as applicable and prevalent from time to time) for Cardia cath lab as applicable for Chandigarh.

“**CIVIL SURGEON**”/ “**CS**” means the Civil Surgeon of the District, wherever Principal Medical Officer is not posted.

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

“**Competent Authority**” means the Government Agency responsible for regulating/regulating the operations of the Interventional Cardiology Centre.

“**Concession Agreement**” means the contract entered into between the Contracting Authority and Preferred Bidder for implementing a Public Private Partnership Project;

“Concession Period” shall have the meaning ascribed to it in Article 3.2 of this Agreement.

“Concession” shall have the meaning ascribed to it in Article 2.1 of this Agreement.

“Concessionaire” means the private entity to which a PPP Project is awarded in accordance with the Rules

“Divestment” Means to sell or dispose off as mentioned in Article 12 Divestment of Right and Interest

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

“Equipment” CATH Lab Machine/XRAY/ECG or any other Equipment installed at Interventional Cardiology Centre as per agreement.

“Financial Agreement” Agreement between Government authority and Concessionaire on financial arrangement

“Free cases” means free cases/ identified patients as per the Govt. of Haryana Policy and certified by the Civil Surgeon/Principal Medical Officer of The Civil Hospital.

“Free Services” means Interventional cardiology services to be provided free of cost as described in Article 5.3(e)

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a Project of the type similar to that of the Project and agreed in consonance with the Concessions authority and the concessionaire.

“Government Agency” means GoH, HD, CIVIL SURGEON, PMO or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“Government Hospital Patient” All Patient who are Registered under Hospital In patient Department /Outpatient Department and hold a Hospital Registration slip

“Hospital” means Primary Health Centers/Community Health Centers/ Sub Divisional Hospitals and other Medical Colleges of the Government of Haryana.

“Lenders” means financial institutions, banks, funds or trusts that provide or refinance the debt component of the cost of the Project including those providing working capital for the Project.

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

“Material Breach” means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure as referred in Article 10.

“Medico Legal Cases” All Medico Legal Cases coming to The Civil Hospital

“HD/GoH” means the Health Department, Government of Haryana.

“Monitoring Agency” mean the CIVIL SURGEON/PMO Medical superintendent of the Civil Hospital under whose jurisdiction the Civil Hospital falls.

“NABH/NABL” National Accreditation Board for Hospital and Health care Providers / National Accreditation Board for Testing and Calibration Laboratories

“PCPNDT Act” means Pre Conception and Pre Natal Diagnostic Techniques Act (Prohibition of Sex Selection Act 1994)

“Performance Security” means the bank guarantee furnished by the Concessionaire to the Contracting Authority for the performance of its obligations under the Concession Agreement

“PMO” means the Principal Medical Officer of the Civil Hospital.

“Project Site/Project Facility” means the unit no. _____/room no. _____ in the Civil Hospital, particulars whereof are set out in Schedule B in which the Interventional Cardiology Centre is to be implemented and the Cardiac cath lab to be provided by the Concessionaire in accordance with this Agreement. A **Possession Letter** as per the format set out in the same Schedule (Schedule B) duly signed by “the Concessionaire” shall form part of this Agreement.

“Project” means the equipping, financing, operating and maintaining the Interventional cardiology Centre and providing cardiology services in accordance with the provisions of this Agreement. (e).

“Interventional Cardiology Centre” means the Interventional cardiology cathlab as described in Schedule A that the Concessionaire is to set up at the Project Site.

“Request for Proposal” or “RFP” means the Tender Document prepared and issued. RFP is a part of concession agreement, if any clause of agreement is contrary to RFP then agreement shall prevail.

“Standard Operating Procedures” means the service standards and quality assurance systems prepared/stipulated by Concessionaire and approved by the HD, GoH and as submitted by Concessionaire and mutually agreed upon.

“Termination Date” at which termination of project is decided by the government authority after completion of concessionaire period.

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

“User fee Account” means Swasthya Kalyan Samiti (SKS) Account

“USER FEE” means the Swasthya Kalyan Samiti (SKS). Fees being collected at various govt. health institutions in Haryana.

“Utilities” means water connection access to sewerage lines, access to BIO MEDICAL WASTE disposal services and electricity connection for the Interventional Cardiology Centre.

“Working Day” means any day when the normal operations and services of the MC i.e. operations other than casualty services are available to the public.

Interpretation

In this Agreement, unless the context otherwise requires,

(a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

(b) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law in any State or Union Territory forming part of the Union of India;

(c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

(d) The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) The words "include" and "including" are to be construed without limitation;

(f) Any reference to day shall mean a reference to a calendar day;

(g) Any reference to month shall mean a reference to a calendar month;

(h) The Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(i) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

(j) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Monitoring Agency shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party or the Monitoring Agency, as the case may be, in this behalf and not otherwise;

(k) Unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

Part II

The Concession

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the “**Scope of the Project**”) shall mean and include, during the Concession Period:

- (a) Setting up of Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility through Public Private Partnership in selected Civil Hospital of Haryana on Design, Finance, Equip, Operate and Manage Model (Project Facilities) as per the Project Implementation Schedule in conformity with the Specifications and Standards set forth in RFP annexure XII;
- (b) Operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement;
- (c) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement;
- (d) Augmentation of the Project Facilities if and to the extent is required for the Radiological Diagnostic Centre by the Concessionaire; and
- (e) Removal of the Project Facilities upon expiry or Termination of this Agreement, in accordance with the provisions thereof, unless the equipment is acquired by the District Hospital as per Article 12.1 (f) Divestment Rights And Interest.

ARTICLE 3

GRANT OF CONCESSION

3.1 Grant of Concession

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Health Department hereby grants to the Concessionaire the Concession set forth herein including the exclusive right and license to undertake the Project (the “**Concession**”) for a period of **10** (ten) years commencing from the Appointed Date, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

3.2 Concession Period

The Concession hereby granted is for a period of 10 years commencing from earlier of the date of installation of all Equipments at the Project Site or 4 (four) months (in case of built up space available) / 7 (seven) months (in case of built up space is not available) after the Appointed Date and ending on expiry of 10 years from such starting date / / 2016 (“the Concession Period”) during which the Concessionaire is authorized to implement the Project in accordance with the provisions hereof. The Concessionaire shall upgrade the machine and equipment installed with the latest software technology upgrade available at any time at the same platform within 3 months. The said up-gradation will be in consultation with the committee consisting of Civil Surgeon/Principal Medical Officer of **Civil Hospital**_____.

Provided that the, Civil Surgeon/Principal Medical Officer of **Civil Hospital**_____ shall be entitled to review the performance of the Concessionaire at the end of one year from the date hereof.

Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the date hereof and ending with the Termination Date as per Article 10 in this agreement

3.3 Acceptance of Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project and to perform/discharge all of its obligations in accordance with the provisions hereof.

3.4. Project Site and Utilities

- a. Health department, GoH has on the date hereof.....handed over to the Concessionaire uninterrupted and free from hindrance access to and physical possession of the Project Site free from all Encumbrances. Health Department hereby represents that the Project Site is only a physical built up space of size_____ with electricity and water connections which are adequate for Super-Specialty Interventional Cardiology Services with Cardio-thoracic surgery facility as mutually agreed upon between the authority and Concessionaire for the smooth and efficient running of the Interventional Cardiology Centre. The layout and Map of the site is as attached in Annexure XX of RFP.
- b. The designing of the Project Site, along with any construction (temporary/permanent) of the rooms and electricity/water charges and any other

expenditure related to the up keep of the Project Site provided shall be on the onus of the Concessionaire.

- c. The Concessionaire shall have the right to the use of the Project Site in accordance with the provisions of this Agreement.
- d. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Site.
- e. The Concessionaire shall with the prior permission in writing of Civil Surgeon/Principal Medical Officer carry out structural or major modifications in the Project Site as may be necessary in its opinion for the Interventional Cardiology Centre.
- f. The Concessionaire shall not without the prior written consent or approval of Civil Surgeon/Principal Medical Officer of Civil Hospital use the Project Site for any purpose other than for the purpose of the running and operating the Interventional cardiology centre and for purposes incidental or necessary thereto nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
- g. At all times during the subsistence of this Agreement, Civil Surgeon/Principal Medical Officer of Civil Hospital shall provide/arrange for Utilities for the Interventional Cardiology Centre. The water and electricity Connection shall be provided. The electric cabling along with the required electricity load and water connection will be provided by Civil Hospital authorities' up to the Interventional Cardiology Centre. A separate electric and water meter shall be installed by the Concessionaire to record the actual electricity and water consumed at the Interventional cardiology centre and the Concessionaire shall pay for the electricity and water consumed in accordance with the provisions of this Agreement. Installation Charges shall be borne by the Concessionaire.

3.5 Upon the expiry of the aforesaid Concession Period (and not in case of any premature Termination), the Civil Surgeon/Principal Medical Officer of Civil Hospital, at its sole discretion, shall have the right to retain or re-plan the existing Project structure. However, in case the Health department/Health Department, Haryana decides to re-bid this Project on Public-Private-Partnership (PPP) basis, on the existing Project structure, within a period not later than 1 (one) year from the date of the expiry of Concession Period, the Concessionaire shall be given the **“First Right of Refusal”** i.e. the Concessionaire would be allowed to match the financial proposal of the lowest bidder under such re-bid. In the event the Concessionaire opts to exercise the **“First Right of Refusal”** and matches or improves upon the bid of the lowest bidder, the Project shall be awarded to the Concessionaire and the lowest bidder whose bid has been matched or improved upon, shall have no right for being declared as the Successful Bidder. However, the terms and conditions of the bidding process as well as those of the bidding documents shall be determined at relevant point of time by the Health Department at its sole discretion.

ARTICLE 4

CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Article 4.1 (the “**Conditions Precedent**”).

4.1.2 The Concessionaire may, upon providing the Performance Security to the Civil Surgeon/Principal Medical Officer of **Civil Hospital**____ in accordance with the RFP document, at any time after 45 (forty five) days from the date of this Agreement or on an earlier day acceptable to the Government, by notice require the Civil Surgeon/Principal Medical Officer to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.2 within a period of 15 (fifteen) days of the notice, or such longer period not exceeding 45 (forty five) days as may be specified therein, and the conditions precedent required to be satisfied by the Civil Surgeon/Principal Medical Officer of Civil Hospital prior to the Appointed Date shall be deemed to have been fulfilled when the Civil Surgeon/Principal Medical Officer of Civil Hospital shall have:-

(a) Provided to the Concessionaire with the possession of Project Site with a built-up area of -----
-----square meter for the setting up of Interventional Cardiology Centre.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire prior to the Appointed Date shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) provided Performance Security to the Civil Surgeon/Principal Medical Officer of **Civil Hospital**____

(b) executed the Financing Agreements and delivered to the Civil Surgeon/Principal Medical Officer of Civil Hospital 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;

(c) delivered to the Civil Surgeon/Principal Medical Officer of Civil Hospital 3 (three) true copies of the Financial Package, duly attested by a Director of the Concessionaire.

(d) delivered to the Civil Surgeon/Principal Medical Officer of Civil Hospital from the Consortium Members, their respective confirmation, in original, of the correctness of their representations and warranties set forth in sub Article (k), (l) and (m) of Article 8.1 of this Agreement; and

(e) delivered to the Civil Surgeon/Principal Medical Officer of **Civil Hospital**____ a legal opinion from the legal counsel of the Concessionaire with respect to the authorized signatory of the Concessionaire to enter into this Agreement and the enforceability of the provisions.

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once a week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 General

5.1.1 The Concessionaire shall deposit a performance security of Rs. **40 Lakhs** (Rupees **Forty Lakh** only in the form of Bank Guarantee/ Fixed Deposit in favor of Civil Surgeon of **Civil Hospital**____ payable at _____, from any scheduled bank (of net worth more than Rs 500 Crores). 30% of the performance security shall be released after every 30 months, starting from the date of operationalization of the Project. The remaining 10 % of the performance security shall be kept valid till completion of 60 days from the end of the Concession Period (60 days + Concession Period). The performance security is for the due and faithful performance of the obligations by the Concessionaire under this Agreement

5.1.2 The Concessionaire shall before installation of any Equipment shall get approval of the Civil Surgeon/Principal Medical Officer of Civil Hospital of the non-commercial terms of purchase order of the machine.

5.1.3 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall at its cost and expense procure finance for and undertake the design, engineering, procurement, operation and maintenance of the Project Facilities and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.

5.1.4 The Concessionaire shall comply with all Applicable Laws and Applicable Permits (PCPNDT, AERB and Biomedical Waste Management rules, etc including renewals as required) in the performance of its obligations under this Agreement.

5.1.5 All The machines and equipments to be installed should be brand new and not second hand or re-furbished.

5.1.6. The User Fee rates, as decided during the bidding process, shall apply for the period of 10 years, and as and when the Central Govt. Health Scheme (CGHS) rates are increased representation is to be made by the Concessionaire to the Government, which shall then decide upon the new rates applying the same percentage discount/ premium offered during the bid stage.

5.1.7 The Concessionaire may advertise at places within the Project Site, and anywhere else in the Civil Hospital at places to be decided by the Civil Surgeon/Principal Medical Officer of The Civil Hospital.

5.1.8 The Concessionaire will solely/jointly and severally (in case of consortium) be responsible for its act and for any act of willful omission or commission done by any of its employee within the premises of Civil Hospital. All staff engaged by the Concessionaire will be the employees of the Concessionaire for all intents and purposes and there shall be no relationship of an employer and employee between the Health/Health Department Haryana and the employees of the

Concessionaire. The Concessionaire shall indemnify and keep indemnified and otherwise hold harmless, **Civil Hospital**____, its Officers, Officials and employees from and against all claims, demands made against and/or for loss caused, damages suffered or costs, charges/expenses incurred to and/or penalty levied and/or due to injury to or death of any persons and or loss or damage caused or suffer to property owned or belonging to the **Civil Hospital**____, its officers, officials and employees as a result of any acts, deeds or thing done or omitted to be done by the Concessionaire and its employees.

5.1.9. Hours of Operation: The Interventional Cardiology Centre shall run compliance with the Labor and other applicable local laws and shall provide 24x7 services as per Good practices of the Industry.

The services shall be provided on first come first serve basis and at all times the token system shall be followed at the Interventional Cardiology Centre. Priority is to be given to emergency cases, senior citizens or those patients mandated by Civil Surgeon/Principal Medical Officer of The Civil Hospital.

5.1.10 Name of the Centre- the name of the center shall be on the Civil Hospital name.

5.1.11 Civil Hospital____, will be entitled to take a copy of films/record of patients having diagnosis of academic interests.

5.2 Project Implementation

(a) The Concessionaire shall within 4 months(in case of built up space available)/ 7 months(in case built up space not available) of the date of handing over of the Project Site, install the equipment at the Project site with such furniture and equipment as may be required and mandated by this agreement for the Interventional Cardiology Centre. Such works shall be carried out by the Concessionaire at its own cost and expense. The concessionaire shall develop a minimum 20 bedded CCU along with the CATHLAB and the Cardiothoracic Operation theatre as per Good Industries practice;

(b) The Concessionaire shall hire qualified technical personnel and train them to manage the Interventional Cardiology Centre and provide the Diagnostic and therapeutic Services (as per the successful bids and the service for which is a successful bidder). This is mandatory for the concessionaire to comply. The Concessionaire shall comply with the rules and guidelines for hiring/engaging of technical personnel;

(c) The Concessionaire shall submit a certificate duly issued by the original manufacturer of the machines/ equipments to be installed at the centre at the time of executing this Agreement that the equipment and accessories supplied by them are original, genuine & new and that the original manufacturer of the equipment will be able to supply spare parts of the equipment during the currency of this agreement;

A certificate detailing the technical specifications of the CATH LAB machine shall also be submitted by the Concessionaire and at the time of signing the Agreement.

The Concessionaire should also submit where applicable the inspection report of the equipment done by a third party at the time of export of the machine to India;

(d) The maintenance of the hardware and software of the machine and equipment shall be the responsibility of the Concessionaire and it shall ensure the smooth functioning of the centre. The Concessionaire will appoint its technically qualified doctors, nurses and technician to supervise, operate and maintain the CATHLAB centre. **Civil Hospital**____, will not in any way be responsible for any breakdown/malfunctioning/any act of omission or commission which may arise out of the functioning of the machine;

(e) In case of any breakdown of the machine (other than power failure) the Concessionaire shall make alternate arrangement for getting the services only for emergency cases, from the open market whenever available at its own costs. Whenever possible, the Civil Hospital shall provide the support staff along with ambulance services to emergency patients. In the event of failure on the part of the Concessionaire to rectify the defect in the machinery/equipment and to resume its operation within 60 days from the date of interruption in operation of except the Force Majeure event, this Agreement may be terminated by Civil Surgeon/Principal Medical Officer of **Civil Hospital**____ which may further forfeit the Performance Security;

(f) the Concessionaire shall procure the Applicable Law required for commencing the Interventional Cardiology Services including the licenses required under AERB \ PCPNDT act 1994 or any other applicable law;

(g) the Concessionaire shall commence providing of the Services only after the Civil Surgeon/Principal Medical Officer of The Civil Hospital has duly certified that all requirements of all the concerned Rules and guidelines in respect thereof have been fulfilled. Provided, the Concessionaire shall procure such certification of the Civil Surgeon/Principal Medical Officer of The Civil Hospital latest by three (3) months from the date which shall not be unreasonably withheld or delayed hereof failing which this Agreement shall be liable to be terminated. Action shall be taken against the erring Civil Surgeon/Principal Medical Officer in this regards.

5.3 Operation and Maintenance - The Concessionaire shall operate and maintain the Interventional Cardiology Centre and provide the selected, as under:

- a. operate and maintain the Interventional Cardiology Centre, conduct the Diagnostic/Therapeutic Services as per the Standard Operating Procedures and in absence thereof, Good Industry Practices;
- b. deliver services of highest quality so as to commensurate with Standard Operating Procedures eg. American Heart association or Govt of India guidelines on interventional cardiology issued from time to time and in absence thereof, Good Industry Practices;
- c. maintain cleanliness, dispose of waste and maintain the Project Site and the Interventional cardiology centre as per guidelines issued by the Haryana Pollution Control Board;
- d. the centre shall be developed and run within the designated space provided by the Health Department within the premises of the Civil Hospital. The Concessionaire will provide mandatory sitting services through its staff during as per the standard

interventional cardiology guidelines for the Patients. The concessionaire is free to provide services to even private patients, however the charges shall be same as those of the government hospitals referred patients. The services shall be provided on first come first serve basis and in all cases; token number will be followed, except in case of emergency/Senior Citizens;

The equipments will be installed within the premises of the Civil Hospital. The Concessionaire will provide mandatory sitting services through its staff. The Concessionaire shall give access to Civil Hospital/ authorities only for research and teaching activities of the Civil Hospital. The right to access is only for teaching/Research activities. Teaching on equipment is restricted and the risk during this period shall be borne by the Civil Hospital Authorities;

The Access for teaching/research purposes shall not be for more than 2 hours in a calendar day and the access shall not be given for study/research on private patients;

- e. The payment of the free cases of the month, shall be done by the Civil Hospital within 60 days, failing which a penalty at a rate of SBI base rate +2 % per annum shall be charged from the defaulting MC after passage of 60 days in case of non-payment of free cases after 60 days. If left unpaid till 120 days from the first set of unpaid claims, the Concessionaire shall have the right to refuse doing the free cases, till the time the Civil Hospital authorities reimburse the pending free cases of pendency more than 60 days. The employees of the Concessionaire will be answerable for their conduct to the Civil Surgeon/Principal Medical officer of the Civil Hospital. The Concessionaire shall provide complete address details of all the staff working in this center, including the mobile numbers/telephone numbers to Civil Surgeon/Principal Medical Officer of The Civil Hospital. Civil Surgeon/Principal Medical Officer of The Civil Hospital shall maintain these address details for any exigencies;
- f. A Chief Interventional Cardiologist will be appointed by the second party exclusively for the proposed Cath Lab Centre who must have an experience in all types of Interventional cardiology procedures, of more than 7 years after gaining his DM/DNB degree in Cardiology.
- g. The rest of the Interventional cardiologists who will be working in the proposed cath lab shall have minimum 3 years experience on Cath Lab Interventions and procedures after their DM/DNB Cardiology degree.
- h. In the event of the Concessionaire not being able to perform its obligations pursuant to this Agreement as a result of Force Majeure event including but not limited to acts of God like natural disaster, thunder, lightning, and earthquake; storm, typhoon, draught and flood invasion or an act of foreign enemy, instructions/ directions order or any Government authority or court of law, the Concessionaire shall give notice (Force Majeure notice) to the **Civil Hospital**_____ of any such Force Majeure event as soon as reasonably practicable, but not later than seven days after the date on which the Concessionaire knew or should have reasonable known the commencement of the Force Majeure event. If the Concessionaire has taken all reasonable steps towards mitigating the effect of a Force Majeure Event, then the obligations of the Concessionaire shall be

suspended to the extent that it is affected by the Force Majeure event so long as it continues;

- i. **CMC/AMC (Annual maintenance contract/ Comprehensive Maintenance contract)for the equipment's** -The Concessionaire shall make its own arrangements for CMC/AMC of the equipment. The cost of repair and maintenance will solely be borne by the Concessionaire;
- j. arrange for and maintain security of the Interventional Cardiology Centre at its own cost;
- k. maintain the Clearances by complying with the conditions there under and renewals if any required from time to time and comply with all statutory requirements for running its operation and submit the same for review of Civil Surgeon/Principal Medical Officer of the Civil Hospital or any Governmental Authority;
- l. set up systems for the operations of the Interventional Cardiology Centre centre including systems in respect of inventory management, customer servicing, financial accounting, record-keeping and MIS. The system should be conveniently accessible to Civil Surgeon/Principal Medical Officer of the Civil Hospital for monitoring and verification;
- m. submit monthly reports in prescribed format to Civil Surgeon/Principal Medical Officer of the Civil Hospital. (As Per Schedule C);
- n. submit documents needed as per Standard Operating Procedures in a timely manner;
- o. coordinate with Civil Surgeon/Principal Medical Officer of the Civil Hospital or a person designated for such co-ordination by the Civil Surgeon/Principal Medical Officer of the Civil Hospital for matters concerning operational activities relating to patient servicing on day-to-day basis.
- p. abide by the advice of the Civil Surgeon/Principal Medical Officer of the Civil Hospital, under whose jurisdiction the Civil Hospital falls and who shall be monitoring the Interventional cardiology Centre and the Diagnostic/Therapeutic Services provided thereininstall/provide for a suggestion box in the Interventional Cardiology Centre to enable patients to give feedback based on which actions are to be taken for patient/customer satisfaction;
- q. make prompt payment of user charges for the water and electricity used in the Interventional Cardiology Centre as per the billing of the water and electricity provider based on the meter reading of the meter installed for the purpose of recording the electricity supply to the Interventional Cardiology Centre ;
- r. make prompt payment to the suppliers to ensure uninterrupted supply of reagents, stocks and consumables required for the Interventional Cardiology Centre;
- s. Regularly pay salaries and other emoluments to the staff engaged by it at the Interventional Cardiology Centre ;

- t. display the price list, test wise/ procedure wise, in the Interventional Cardiology Centre ;
- u. maintain a record of bills issued and amounts collected and submit the counterfoils of the bills issued for inspection of Medical College Hospital, GoH or any person(s) designated for such inspection by Medical College Hospital, GoH;
- v. obtain and maintain insurance's for the Interventional Cardiology Centre as per Good Industry Practice including insurances against damages to property due to force majeure, insurances against theft and loss of equipment, insurance's against professional indemnity for the Diagnostic/Therapeutic Services;
- w. install and maintain DG Sets/UPS for the Interventional Cardiology Centre;
- x. arrange for and provide provision of integration of the E-Upchar services of the Health Department Haryana with the Interventional Cardiology Centre;
- y. arrange and provide training to the hospital staff including the doctors of the Civil Hospital, if required by the Hospital administration, without any condition or any other obligation;
- z. arrange and provide cardiology specialty clinics in the sub divisional hospitals/CHC(with minimum OPD of 500/day) once a month on mutually agreed upon dates with the Civil Surgeon.

5.4 Free services

The Haryana Govt. policy on free services for diagnostic tests is applicable to Free Cases. The fees of all such free patients of total case in month shall be paid by the Civil Surgeon/Principal Medical Officer through User Fee as per Article 5.3 (e) of this Agreement.

5.5 Stable Availability

The Concessionaire shall ensure that all the Services are available at all times during the tenure of the Concession.

5.6 Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.7 Employment of trained personnel

The Concessionaire shall mandatorily ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions. The minimum standards for persons employed in various positions, including the minimum training standards shall be as per the Standards and Specifications set forth in Annexure- XIII of the RFP.

5.8 Sole purpose of the Concessionaire- The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiaries shall not, except with the previous written consent of the Civil Surgeon/Principal Medical Officer of Civil Hospital_____, be or become directly or indirectly engaged, concerned or interested in any business other than the provision of diagnostic services.

5.9 Penalties– Following penalties (till the short comings reaches the termination stage) shall be imposed on the Concessionaire in case of any of the following short comings are noticed:

- a) a penalty of Rs 2000 per instance shall be levied for improper disposal of wastes from the Interventional Cardiology Centre or by the staff engaged by the Concessionaire in addition to penalty as per the applicable laws;
- b) a penalty of Rs 20000 per instance shall be levied for inaccuracy in management of the patient;
- c) a penalty of Rs 2000 per instance shall be levied in case the Concessionaire collects charges in excess of the charges (As fixed) from the Government patients. The concessionaire, along with penalty to the MC, shall return the excess amount charged to the patient;
- d) in the event of breakdown of Machine or the practicing doctor of the Concessionaire resigning from the job) if the Concessionaire is unable to make alternate arrangements even after 17 days of the break down, for the Government Hospital patients, then in such case, the Concessionaire will have to pay Rs 5000/- Day as penalty to the Civil Hospital only in case the Concessionaire fails to make alternate arrangement;
- e) in the event, if the Concessionaire installs the machine but is unable to post the qualified staff for reporting of the tests, even after 17 days of installation of the machine, then in such case, the Concessionaire will have to pay Rs 5000/- Day as penalty to the Civil Hospital, till 60 days, wherein this Agreement shall be terminated;

5.10 CONSIDERATION BY THE CONCESSIONAIRE

Subject to the provisions of rent free accommodation provided to concessionaire, this Agreement and in consideration of the Concessionaire accepting the Development Rights and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Concessionaire agrees to pay to the Authority;

- a) The Concessionaire shall perform services for the free patients without billing any fees to them. The concessionaire shall raise the bill of free patients to the civil Hospital;
- b) The payment of the free cases of the month shall be done by the District Hospital within 60 days.

5.11 Monitoring Obligation of the concessionaire

1. The Concessionaire is required to install CCTV Camera outside the Cath Lab procedure room and should maintain the recording for at-least last one month. The CCTV should have the facility of viewing it online. An access should be provided to the district hospital authorities for the viewing of CCTV feed.
2. District Hospital authorities should have 24x7 access to the centre and the records. The district hospital authorities have the right of examining the centre and the records of the centre.
3. There should be sudden and periodic Audit by independent agencies and Authority
4. The concessionaire should incorporate the E-UPCHAR (HMIS) of the health department; Government of Haryana & All reporting should go through this.
5. 15% of cases can be picked up from the records and sent for scrutiny to a committee comprising of a cardiologist from PGIMER Chandigarh, Physician from civil hospital and any other appropriate members as desired by the Civil Surgeon of the District or Principal medical officer of the Civil Hospital.
6. E-UPCHAR of Health Department Haryana should be incorporated and all the patient work should be entered through this system.
7. Stents/consumables to be used should meet the quality standards. These should be strictly as per CGHS Guidelines.

ARTICLE 6

Obligations of The Civil Surgeon/Principal Medical Officer of the Civil Hospital.

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, Civil Surgeon/Principal Medical Officer of the Civil Hospital shall have the following obligations;

General Obligations:-

It shall be the Concessioneing Authority's obligation to ensure that the following are made available or executed by the Concessioneing Authority;

6.1 Specific obligations Health department

Civil Surgeon/Principal Medical Officer of the Civil Hospital shall;

- a) at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder;
- b) agree to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Law;
- c) shall hand over to the Concessionaire physical possession of the Project Site free from Encumbrance and adequate for the Interventional Cardiology Centre;
- d) procure that appropriate orders be issued by the Competent Authority, directing the Government Health Institutions of Haryana and doctors engaged by the Government Agencies to refer patients to the Interventional cardiology centre;
- e) grant or where appropriate provide necessary assistance to the Concessionaire in securing Clearances;
- f) ensure peaceful use of the Project Site by the Concessionaire under and in accordance with the provisions of this Agreement without any let or hindrance from the Hospital authorities or any Governmental Agency or persons claiming through or under it/them;
- g) the staff of the Civil Hospital shall at all times cooperate with the employees of the Concessionaire as may be required for performance of cath lab services at the Interventional cardiology Centre;
- h) provide support for managing untoward events, CODE BLUE, and requirement for anaesthesia and support for scanning of sick, unstable patients;
- i) provide ambulance services for the patients of Interventional Cardiology Centre, as per the Referral Transport Guidelines.

ARTICLE 7

PRICE AND PAYMENT

7.1 Levy, Collection and appropriation of charges

- a) the Concessionaire shall open an account wherein all the collection of the Interventional Cardiology Services, shall be deposited. The Civil Hospital authority shall be responsible for identifying free cases. The authorities shall reimburse the amount incurred on free cases within a period of 60 days from the date of investigations in the manner provided in Article 5.3 (e) of this Agreement;
- b) subject to the provisions of this Agreement, the staff posted by the Concessionaire shall levy, demand and collect fees/prices for the Diagnostic/therapeutic services provided to Patients from the patients (except free category patients) only in accordance with the Rates set;
- c) the policy on free services for diagnostic tests is applicable to Free Case. The fees of all such free patients shall be paid by the Civil Hospital authorities through the user fees account of the Civil Hospital in the manner provided in Article 5.3 (e) of this Agreement;
- d) the rates set are the package rates, as per CGHS guidelines, after incorporating the percentage discount on the CGHS Chandigarh rates;
- e) the rates set are exclusive of the rates of the consumables as earmarked and defined by the CGHS guidelines, issued from time to time. The rates of the consumables shall be charged as per the CGHS ceiling rates;
- f) in case any consumable has not been defined by the CGHS guidelines, then in such cases, the concessionaire shall provide a discount of 30% on the MRP of the Consumable to the patient;
- g) the Concessionaire shall be provided rent free space/premises in the **Civil Hospital_____** for development of the interventional cardiology centre by the **Civil Hospital_____**.
- h) the Concessionaire shall charge fixed rate as per the charges decided upon in the bid by the Concessionaire. The said rates are package rates as defined in CGHS guidelines from time to time.
- i) The final decided rates are package rates and excludes the rates of stents and other implants. The rates of stents/implants are to be strictly taken as per the ceiling rates finalized by CGHS.
- j) for paying category patients, the charges are to be collected from the patient themselves;
- k) patients will be free to bring/buy disposable items from the open market if he/she is not willing to take the same from the Concessionaire.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to /Civil Surgeon/Principal Medical Officer that:

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

- m) in case of Consortium, the lead member of the Consortium, shall not exit the Project throughout the Concession Period and the non lead member of the Consortium, shall not exit the Project during the first 4 years of the Project. Provided that after the expiry of 4 years, the non lead member of Consortium can exit in case a replacement is available, with agreement of the other members of the Consortium and after getting the final approval from the Director General Health Services Haryana.

8.2 Representations and Warranties of the Civil Surgeon/Principal Medical Officer.

Civil Surgeon/Principal Medical Officer represents and warrants to the Concessionaire that:

- a) Civil Surgeon/Principal Medical Officer has full power and authority to grant the Concession;
- b) Civil Surgeon/Principal Medical Officer has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c) this Agreement constitutes Civil Surgeon/Principal Medical Officer legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d) there are no suits or other legal proceedings pending or threatened against Civil Surgeon/Principal Medical Officer in respect of the Project Site or the Project.

8.3 Obligation to notify change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same. Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Health department, in connection therewith such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 9

INSURANCE

9.1 Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements, and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the “**Insurance Cover**”). The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Concessions Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Lenders’ dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Lenders’ dues.

9.2 Notices to the Concessions Authority

Not later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Concessions Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 9. Within 15 (fifteen) days of receipt of such notice, the Concessions Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

9.3 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 9 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Concessions Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Concessions Authority.

9.4 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Concessions Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

9.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 9 shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the Concessioneing Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

9.6 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Concessioneing Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

9.7 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Centre, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

Article 10

TERMINATION

10.1. Termination of the contract.

The contract may be terminated by **Civil Hospital**_____ or by the Concessionaire as the case may be in the event of any following contingencies namely:-

a. On the expiry of the Agreement

Or

b. In the event of Material breach of the any of the terms and conditions of the Agreement by the Civil Hospital/ Concessionaire, as the case may be

10.2 Causes of Termination

Any of the following events shall constitute an event of default by the concessionaire entitling the Civil Hospital to terminate this Agreement;

- a) failure by the Concessionaire to deliver timely reports in respect of the centre sought on more than 30 occasions in a year;
- b) improper disposal of wastes from the Interventional Cardiology Centre or by the staff engaged by the Concessionaire, on more than 30 occasions per year, as per the applicable laws;
- c) inaccuracy in the management of the patient, detected not more than three occasions in a period of two months in the Interventional Cardiology Centre;
- d) failure/non compliance by the Concessionaire of statutory requirements including Applicable Law (e.g. AERB, PCPNDT Act, Bio Medical Waste Management etc);
- e) the Concessionaire collecting charges in excess of the charges (As fixed) from the patients (on more than 5 occasions in a month);
- f) criminal indictment of the promoters, directors, key personnel of the Concessionaire engaged by it in the Interventional Cardiology Centre only in case where such persons are not removed from their position and replaced immediately by the Concessionaire;
- g) engagement of unqualified persons at the Interventional cardiology Centre/;
- h) the Concessionaire's indulgence in unethical practices or any other mal practices;
- i) failure by the Concessionaire to commence Services at the Interventional cardiology Centre within 6 months from the date of Handing over of the Premises;

10.3 Notice/Show Cause and Cure

- (a) upon the occurrence of any of the events of default specified under Section 10.2 above **Civil Hospital**_____, upon becoming aware of the event of default, shall notify the Concessionaire of the event of the default by a notice in writing;
- (b) if the default so notified constitutes of a default as specified under Section 10.2(a) to (d) above, the Concessionaire may, within 15 days of the receipt of such notice;
 - 1) inform **Civil Hospital** _____ **Authorities** of the reasons for the

- occurrence of the event of default and rectify the default immediately, and/or;
- 2) propose a plan of action satisfactory to the Civil Hospital to remedy the default and ensure that such default is not repeated;
- (c) if the default so notified constitutes of a default as specified under Section 10.2 (e) to (i) above, the Concessionaire, within 15 days of the receipt of such notice by a written representation to Civil Hospital, show cause why the same should not be treated as a default by the Concessionaire and why action may not be taken against the Concessionaire for such default.

10.4 Termination by Civil Hospital_____

- a) if the Concessionaire fails to demonstrate to **Civil Hospital_____** that the default has been cured, or as the case may be develop a plan of action satisfactory to **Civil Hospital_____** in terms of Section 10.2 (b) or fails to satisfy **Civil Hospital_____** in terms of Section 10.2 (c), **Civil Hospital_____** may terminate this Agreement;
- b) the decision of **Civil Hospital_____** to terminate shall be final and binding on the Concessionaire;

10.5. Termination due to Change in Law

- (a) the Concessionaire shall have the right to terminate on account of a “Change in Law”. For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect;
- (i) adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law by any Government Authority; or
- (ii) the imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Law) in connection with the issuance, renewal or modification of any Applicable Law after the date of this Agreement; or
- (iii) any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated;

Provided nothing contained in this Section 10.5 (a) shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.

- (b) In the event of Change in Law the Concessionaire may propose to **Civil**

Hospital____ modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Concessionaire in substantially the same legal, commercial and economic position as it were prior to such Change in Law. Provided however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

10.6 Termination by Concessionaire in in event of Default

- (a) In the event that any of the defaults specified below shall have occurred, and the Civil Hospital fails to cure such default within a cure period of 60 days or such longer period as has been expressly provided in this Agreement, the Civil Hospital shall be deemed to be in default of this Agreement (the “Civil Hospital Default”). The defaults referred to herein shall include:
 - (i) The Civil Hospital commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;
 - (ii) The Civil Hospital repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (b) without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of an Civil Hospital Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a termination notice to the Civil Hospital; provided that before issuing the termination notice, the Concessionaire shall by a notice inform the Civil Hospital of its intention to issue the termination notice and grant 60 days to the Civil Hospital to make a representation, and may after the expiry of such 60 days, whether or not it is in receipt of such representation, issue the termination notice. The Performance Security shall be returned to the Concessionaire within 60 days of the notice of termination;

10.7 Consequences of Termination

- (a) upon Termination of this Agreement for any reason whatsoever under Section 10.5 and Article 10.6 the Concessionaire shall remove from the Project Site/ Radiological Diagnostic Centre all equipment installed by it in the Interventional Cardiology Centre and the consumables within 15 days of the date of the Termination. In doing so however, it shall refrain from damaging the Project Site/Diagnostic Centre in any manner whatsoever. The Concessionaire shall also return all the equipment, accessories, infrastructure and facilities taken from the government in working condition subject to normal wear and tear;
- (b) **Civil Hospital**____ shall have the power and authority to;
- i. enter upon and take possession and control of the Project Site and the Interventional Cardiology Centre; (other than the Equipment and consumables and fixtures and fittings of the Concessionaire);
 - ii. Prohibit the Concessionaire and any Person claiming through or under the Concessionaire from entering upon/dealing with the Project Site/ Interventional Cardiology Centre; (other than the Equipment and consumables and fixtures and fittings of the Concessionaire);

in this eventuality the concessionaire shall not be entitled to claim any damage or loss towards the machinery and equipment;

- (c) if the Agreement is terminated pursuant to Section 10.2 hereof, The Concessionaire shall hand over/transfer vacant, unencumbered and peaceful possession of Project Site, and all the equipment, materials etc. of the Concessionaire existing therein. **Civil Hospital**____ shall have the right exercised within 10 days of the date of termination to confiscate the Equipment and the consumables. The Parties shall negotiate in good faith and arrive at a reasonable cost of the equipment as per the book value of the equipment after taking into account the depreciation value of the equipment;
- (d) in case of premature termination of the Agreement as per Article 10.5, the concessionaire shall forfeit its performance security towards the damage;

ARTICLE 11

DISPUTE RESOLUTION

11.1 Amicable Resolution

Where a dispute arises under this Agreement, the Parties shall make all reasonable efforts to resolve the dispute through good faith negotiations within 30 days of notice of dispute by a Party failing which they shall attempt at dispute resolution with the intervention of the **Additional Chief Secretary / Principal Secretary, Health,** and Government of Haryana.

11.2 Liability in any court of law

Further, the Concessionaire would be solely responsible and liable for claims/compensations which in case arises due to the untoward incidents, while performing services in their centers. The Concessionaire would maintain the resuscitative measures/kit for the patients in the centre. The Health Department shall not be in any manner be held liable in any court of law for any act of omission or commission in respect of services provided to the patients by the Concessionaire. However the concerned Civil Hospital shall provide all possible emergency care and treatment in case of any untoward incident resulting from or on account of operations related to or associated with the work undertaken by the Concessionaire. If however the Government is made liable by any court due to lapse of concessionaire, then the concessionaire shall indemnify to the Government to extent of loss suffered by the Government.

11.3. In the event of any dispute and difference arising out of or in any way touching or concerning this Agreement whether during the currency of this Agreement or whether before or after termination, whatsoever, shall be referred to arbitration to be conducted as per the Arbitration and Cancellation Act 1996 by sole Arbitrator i.e. **Additional Chief Secretary / Principal Secretary, Health Govt. of Haryana.** The place of arbitration shall be the place where the office of **Additional Chief Secretary / Principal Secretary, Health and / or Health,** Govt. of Haryana is located and the award of the arbitrator shall be binding on the both parties.

11.4 Jurisdiction

The courts at the district head quarter or Punjab and Haryana High Court, Chandigarh, as the case may be, shall have the jurisdiction to try any matter/dispute or reference between the parties.

ARTICLE 12

DIVESTMENT OF RIGHTS AND INTEREST

12.1 Divestment Requirements

Upon termination or expiry of the Concession Period, the Concessionaire shall, in addition, comply with and conform to the following Divestment Requirements;

- a) notify to the Concessioneing Authority forthwith the location and particulars of all Project site;
- b) deliver forthwith the actual or constructive possession of all the Project site and the Interventional Cardiology Centre, free and clear of all encumbrances;
- c) all Project Assets agreed to be taken over by Civil Hospital, including the ambulances, equipment, and software, of all defects and deficiencies so that the Interventional Cardiology Centre is compliant with the Maintenance Requirements; provided that in the event of Termination during the Project Implementation Period, Project Site shall be handed over on 'as is where is' basis;(as defined in clause 5.2);
- d) deliver relevant records, including medical records of all the individuals treated under Project in the form of software database and hard copy documents, apart from all the reports pertaining to the Interventional Cardiology Centre and its design, engineering, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' Drawings as on the transfer date;
- e) transfer and/or deliver all Applicable Permits/software license(s) relating to the Project to the extent permissible under Applicable Laws;
- f) subject always to the rights of the Lenders execute such deeds of conveyance, documents and other writings as the Concessioneing Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Interventional Cardiology Centre, including the right to receive outstanding insurance claims to the extent due and payable to the Concessioneing Authority, absolutely unto the Concessioneing Authority or its nominee;
- g) Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Interventional Cardiology Centre, free from all encumbrances, absolutely unto the Concessioneing Authority or to its nominee;
- h) In case of expiry of the Concession Period the Performance Security will be returned to the Concessionaire.

12.2 Inspection and cure

Not earlier than 90 (ninety) days before termination but not later than 15 (fifteen) days before the effective date of such termination, the Concessioneing Authority shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the maintenance requirements, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the maintenance requirements shall be cured by the Concessionaire at its cost and the provisions of Article 13 shall apply, *mutatis mutandis*, in relation to curing of defects or deficiencies under this Article 12.

12.3 Vesting Certificate

The divestment of all rights, title and interest in the Interventional Cardiology Centre shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Concessioneing Authority shall, without unreasonable delay, thereupon issue a certificate (the "**Vesting Certificate**"), which shall have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Interventional Cardiology Centre, and their vesting in the Concessioneing Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Concessioneing Authority or its nominee on, or in respect of, the Interventional Cardiology Centre on the footing that all Divestment Requirements have been complied with by the Concessionaire.

12.4 Additional Facilities

Notwithstanding anything to the contrary contained in this Agreement, all additional facilities shall continue to vest in the Concessionaire upon and after termination.

12.5 Divestment costs etc.

- 12.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Concessionaire in the Interventional Cardiology Centre in favour of the Concessioneing Authority upon termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne by the Concessioneing Authority.
- 12.5.2 In the event of any dispute relating to matters covered by and under this Article 12, the Dispute Resolution Procedure shall apply.

ARTICLE 13
DEFECTS LIABILITY AFTER TERMINATION

13.1 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Interventional Cardiology Centre for a period of 60 (sixty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Concessions Authority in the Interventional Cardiology Centre during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Concessions Authority in this behalf, the Concessions Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the MRI Centre conform to the Maintenance Requirements. All costs incurred by the Concessions Authority hereunder shall be reimbursed by the Concessionaire to the Concessions Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Concessions Authority shall be entitled to recover the same from the Performance Security.

Article 14

MISCELLANEOUS

14.1 Validity

This Agreement shall be valid for the Concession Period, subject to renewal on such terms and conditions and for such a period as may be mutually decided by both the parties, within the overall policy framework of GoH.

14.2 Hand back of Project Site/ Interventional Cardiology Centre

Upon the expiry of the validity of this Agreement by efflux of time and in the normal course, the Concessionaire shall hand back vacant and peaceful possession of Project Site to Director Principal of the Civil Hospital in the condition not worse than when it took occupation thereof, subject to normal wear and tear. The Concessionaire shall also return all the equipment taken from the government in working condition subject to normal wear and tear.

14.3 Assignment and Charges

- a) The Concessionaire shall under no circumstances whatsoever create Encumbrance over the Project Site. Subject to sub-sections (b) and (c) herein below, the Concessionaire shall not assign this Agreement or the rights, benefits and obligations hereunder save and except with prior written consent of Director Principal of the Civil Hospital.
- b) Except as provided in this provision, the Concessionaire shall not create nor permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement except with prior consent in writing of Civil Surgeon/Principal Medical Officer of the Civil Hospital, which consent of Civil Surgeon/Principal Medical Officer of the Civil Hospital shall be entitled to decline without assigning any reason whatsoever. Restraint set forth hereinabove shall not apply to:
 - i. liens/encumbrances arising by operation of law (or by an Agreement evidencing the same) over the equipments and facilities installed by the Concessionaire, in the ordinary course of business of the Concessionaire;
 - ii. pledges/hypothecation of goods/assets other than Project Site and the immoveable premises comprised in the Interventional Cardiology Centre, as security for indebtedness, in favour of the lenders and working capital providers for the Project;
 - iii. assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders and working capital providers for the Project, as security for financial assistance provided by them.
- c) **The** Civil Surgeon/Principal Medical Officer of the Civil Hospital shall be free to assign all or a part of its rights, benefits or novate its obligations under this Agreement at any time.

14.4 Indemnity

The Party shall indemnify, defend and hold the other harmless against any and all proceedings, actions and third party claims arising out of a breach of concession Agreement by Concessionaire or any of its obligations under this Agreement. **The concessionaire shall submit this indemnity prior to the start of operations of this Interventional Cardiology center.**

14.5 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The courts at the District Headquarter or the High Courts at Chandigarh, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

14.6 Redressal of Public Grievances

The Concessionaire shall promptly redress the grievances, if any reported by the patients, Competent Authority etc. on account of deficiencies in services provided at the Interventional Cardiology Centre.

14.7 Supercession & Order of Priority

This Agreement constitutes the entire understanding between the parties hereof with and supersedes any previous expressions of intent, correspondence or understandings in respect of the Project. Without prejudicing the aforesaid, the Parties hereby agree that (i) in case of any inconsistency between the provisions of this Agreement and the prevailing Government policy, the provisions of this Agreement shall prevail and (ii) in case of any inconsistency between the provisions of this Agreement and the bid documents, the provisions of this Agreement shall prevail.

14.8 Amendments This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

14.9 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Civil Surgeon/Principal Medical Officer of of the **Civil Hospital**_____

(name and designation of the person) :

(address) :

Fax No. _____

If to the Concessionaire :

(name and designation of the person) :

(address) :

Or such address or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by facsimile, when transmitted properly addressed to such facsimile number.

14.10 Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

14.11 No Partnership Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

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

For and on the behalf of Governor of Haryana

(Signature)

(Name)

(Designation)

(Address)

For and on the behalf of Authorized Representative of the Concessionaire

(Signature) :

(Name) :

(Designation) : Director and Member of the Board,

WITNESSES:

1. _____

2. _____

SCHEDULE A

FINALISED RATES

Schedule B

Project Site and Possession Certificate

Project Site: Civil Hospital_____

Possession Certificate

Whereas it has been decided by the Government vide Order No. _____ that a Interventional Cardiology Centre would be set up in **Civil Hospital_____** with the participation of private sector by _____, (the Concessionaire) to provide Interventional Cardiology Centre in accordance with the Agreement executed on / / 2015, between the Concessionaire and Civil Surgeon/Principal Medical Officer of of the **Civil Hospital _____**. Whereas in terms of the aforesaid Government Order and the Agreement executed, Government is required to provide adequate rent-free space in the above mentioned **Civil Hospital _____** to the above Concessionaire to set up the Interventional Cardiology Centre.

Whereas the covered space in total area of _____ square feet as indicated in the enclosed site map, within the premises of **Civil Hospital _____** has been identified as the project site in respect of the Interventional cardiology Centre referred to above.

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

1. The ownership of the Project site remains with the Government of Haryana and the Concessionaire shall have only occupancy right to the Project site for running Interventional cardiology Centre till such date as the Agreement executed between Director Principal of the Civil Hospital and the Concessionaire shall remain valid.
2. No encumbrance of any nature shall be created in the Project site.
3. The occupant shall not do anything, which would be prejudicial to the soundness and safety of the property or reduce the value thereof.
4. The occupant shall not sell; transfer or rent out this Project site for any purpose whatsoever and this site will be used exclusively for Interventional cardiology Centre by the Concessionaire, signatory to the Agreement with the Civil Surgeon / PMO / MS.

5. The occupant shall in respect to the said Project site be subject to the provisions of the said Agreement and shall comply strictly with the covenants, conditions and restrictions set forth in the Agreement with Civil Surgeon / PMO / MS.

6. The occupant shall vacate the Project site in the event of the termination of the Agreement or at the end of 10 years whichever is earlier.

(Signature)

Date:

Civil Surgeon_____

Received the possession of the above mentioned Project site on this day of _____ of _____ and solemnly declare that I shall abide by all the terms and conditions of the Agreement as well as the terms mentioned in this certificate.

(Signature of Authorized Representative of the Concessionaire)

Date: / / 2015

<Name of the Organization>

<Address of the Organization> ,

<Name of the Authorized Representative> :

Designation :

Schedule – C
Performa for Monthly Reporting

MONTHLY REPORTING

Performance of Interventional Cardiology Centre centre under Public Private Partnership

Report for the month..... Year.....

Name of the Interventional Cardiology Centre under PPP

Date of commencement of services.....

1. Number of patients offered diagnosticTherapeutic services in the at the centre during the month
 - a. OPD & walk-ins.....
 - b. IPD.....
 - c. Emergency
 - d. Total.....

Summary of performance of the Cardiac Cath centre under PPP for the month

Type of diagnostic/ Therapeutic test	Patient source	Number of patients for whom Services were provided	
		Category of patient	
		Chargeable	Free Case
	OPD & Walk-ins		
	IPD		
	Emergency		
	Total		
	OPD & Walk-ins		
	IPD		
	Emergency		
	Total		

2. Details of Number of equipments that were under repair/maintenance with a downtime of more than 17 days.

Equipment under repair/maintenance	Duration of downtime during repair / maintenance	Nature of downtime (if recurring or not)	For recurring downtime state the remedial action taken

3. Number of complaints received

Number of complaints received	Nature of complaints received	Actions taken regarding the complaints received

4. Details on service denials

Name & Contact details of the patient	Type of service	Reason for Denial of service	Actions taken

Declaration: I hereby declare that the information provided above is true and complete and is fully verifiable whenever needed.

Signature of PSP signatory with seal & date

Copies to be sent to:

1. Director General Health Services, Haryana
2. Civil Surgeon ---__, Haryana, Panchkula

[The monthly report for each month should be sent to all concerned by the 10th working day of the next month]

KEY PERFORMANCE INDICATORS

Framework for KPIs and Incentive Mechanism

1. KPI's (To be monitored quarterly)

S. No	KPI	Explanation	Calculation (in percentage)	Illustrative Examples
KPI 1	Attendance of clinical staff	Attendance of clinical staff is critical to delivery of services. The Concessionaire is encouraged to have proper staff management plans to ensure that service delivery is not affected due to planned/unplanned leaves, replacements etc.	Total number of days the clinical staff was absent in the quarter / (Total number of days the centre was open in the quarter X Total number of clinical staff)	$(1+2+0+0+5+1+0+1+1+2+5+2) \times 100 / 90 \times 12 = 1.8\%$ For 12 clinical staff
KPI 2	Downtime of critical equipments	This KPI forces the Concessionaire to engage the suppliers/OEMs in Service Level Agreements SLAs and Asset Management Contracts (AMCs) for maintenance and servicing of equipments. Reducing equipment downtime increases equipment availability which	Sum (cumulative value) of difference in actual downtimes and benchmark downtimes of the identified critical equipments (highlighted in Schedule A) in a quarter in cases when	$(1+0+0+0+0+1+0) / (2+2+2+2+2+2) \times 100 = 14.2\%$ Assuming 7 critical equipments and benchmark average downtime of 2 days for all equipments for a quarter

		increases throughput.	the actual downtimes exceed the benchmarks / Benchmark downtime for all equipments in that quarter	
KPI 3	Excess average turnaround time (non emergency cases only)	<p>This captures (a) the efficiency of Concessionaire in managing the overall operations and (b) the operations and maintenance of critical equipments and SLAs with other suppliers/vendors .</p> <p>Average Turn Around time is defined (for this project) as the time from when the investigation is completed to the time when his/her report is ready for delivery / pickup by the patient. There are different average turnaround times for different equipments (as per Schedule A).</p>	<p>Sum (cumulative value) of difference between actual average turnaround time and the benchmark average turnaround time for critical equipments where the actual is more than the average turnaround time / Total of Benchmark average turnaround times for critical equipments</p> <p><i>This measurement needs to be done for normal cases only</i></p>	<p>$(0.5+0.5+0.3)/(4+4+4) \times 100 = 10.8\%$</p> <p>Assuming 3 critical equipments and 4 hrs of turnaround time for all</p>

KPI 4	Excess average turnaround time (emergency cases only)	<p>This measures the efficiency of management of emergency cases by the Concessionaire which is important for patient satisfaction and overall effectiveness in service delivery.</p> <p>The benchmark average turnaround times for equipments are also defined in Schedule A.</p>	<p>Difference between actual average turnaround time for emergency cases and the benchmark average turnaround time for all equipments/ Total of Benchmark average turnaround times for all equipments for emergency cases</p> <p><i>All the emergency cases are to be marked separately and this measurement is to be undertaken.</i></p>	<p>$(0.5+0.2+0.1)/(2+2+2) \times 100 = 13.3\%$</p> <p>Assuming 3 critical equipments and 2 hrs of turnaround time for all</p>
KPI 5	Excess average turnaround time for Free cases	<p>To prevent discrimination in nature and quality of services provided to the Free Cases vis-à-vis the other patients. This is a major socio-political threat to the Project which needs to be</p>	<p>Difference between actual average turnaround time and the benchmark average turnaround time for all equipments for Free Cases/ Total</p>	<p>$(0.5+0.6+0.4)/(4+4+4) \times 100 = 12.5\%$</p> <p>Assuming 3 critical equipments and 4 hrs of turnaround time for all</p>

		mitigated.	of Benchmark average turnaround times for all equipments	
Average KPI Score = AKS			Average of score against KPIs = (KPI1+ KPI2+ KPI3+ KPI4+ KPI5) /5	10.52%

2. Scoring Sheet and Payment

S.No.	Average KPI Score (AKS)	Percentage of Total Reimbursement to be paid to concessionaire for the month
1	0% - 5%	100%
2	6% - 10%	95%
3	11% - 15%	90%
4	16% - 20%	80%
5	> 20%	70% (with show cause and explanation)

**This is only applicable for the portion of payment which govt. has to reimburse to the concessionaire and does not apply to direct payment collected by the concessionaire. However the statistics and KPIs have to be reported for all the patients treated at the center irrespective of tariff applicable*

ANNEXURE -XI

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ANNEXURE -XII
MACHINERY AND EQUIPMENTS FOR THE CENTRE

A. CARDIAC SURGERY AND ICU CTVS—6 bedded (CVTS) + 15 bedded (CCU)

Sl. No.	DESCRIPTION	Quantity
1	OT TABLE	1
2	OT LIGHT with 3 dome	1
3	PENDANT double arm	1
4	HEART LUNG MACHINE	1
5	ANAESTHESIA Workstation WITH VENTILATOR	1
6	FIBREOPTIC LARYNGOSCOPE	2
	FIBREOPTIC Broncoscope (adult & paed.)	1
7	CAUTERY	2
9	BLOOD WARMER	1
10	SYRINGE PUMPS	5
11	SUCTION MC.	1
12	SURGICAL INSTRUMENTS SET	2
13	MONITORS – REGULAR	1
14	MONITORS – SLAVE	1
15	DEFIB	1
16	MAYO TROLLEY	1
17	INSTRUMENT TROLLEY	1
18	CRASH CART	1
19	IABP	1

B. POST OPERATIVE RECOVERY-8 BEDS

Sl. No.	DESCRIPTION	Quantity
1	MONITORS	4
2	VENTILATOR AND HUMIDIFIER	4
3	SUCTION MC.	1
4	DEFIB	1
5	CRASH CART	1
6	SYRINGE PUMPS	10
7	NEBULISER	1
8	ACT MC.	1
9	PRESSURE INFUSION BAGS	4
10	PATIENT WARMING SYSTEM	1
11	VIBRATOR PHYSIO	1
12	ECG	1

C. EQUIPMENT LIST- INVASIVE AND CCU**I. HEART STATION**

Sl. No.	DESCRIPTION	Quantity
1	Echocardiograph with TEE and Stress Echo package	1
2	PFT Machine	1
3	TMT	1
4	Holter Recorder and Analyser (3 recorders)	1
5	Defibrillator	1
6	ECG machines	1

II. HEART COMMAND CENTRE- 8 BEDS

Sl. No.	DESCRIPTION	Quantity
1	Central Monitoring System	
A	High end bedside monitors (6 channel)	4
B	Low end bedside monitors (4 channel)	6
3	Syringe pump	10
4	Ventilators	3
5	IABP	1
6	Pacemaker	2
7	Pulse Oxymeter	2
8	Defibrillator	1
9	ECG machine	1
10	Blood Gas Analyser	1
11	Mobile X-ray	1

III. CATH LAB

Sl. No.	DESCRIPTION	Quantity
1	Cath Lab	1
2	ACT machine	1

D. INVESTIGATIONS

Sl. No.	DESCRIPTION	Quantity
1	X- Ray (300MA) & Developer	1
2	Mobile- X- Ray	1
3	Mobile Echocardiograph	1
4	HCC	10
5	Central Monitoring station	1
6	Syringe Pumps	20
7	Ventilators	2
8	IABP	2
9	Defrib with external Pacer	1

10	ECG machine	1
11	Blood Gas Analyser	1
12	External Pacemaker	2
13	Patient Bed & Accessories	15
14	Bed Pan Washer	1
15	Almirah, Racks, Refrigerator	As per requirement
16	General Care Beds	40
17	Server/ Computer, Printers/ Software	As per requirement
18	Photocopier & Fax	As per requirement
19	Storage Equipment, Racks etc.	As per requirement
20	CSSD Equipment	1
21	Housekeeping Equipment	As per requirement
22	Kitchen Equipment	As per requirement
23	Vehicles (MCCU, Ambulances)	As per requirement
24	Mingograph & accessories	As per requirement
25	External Pacer with overdrive facility	4
26	RF Ablation Machine	1
27	Ventilator portable	1
28	ECG machine with TEE	1
29	Defrib with external Pacer	1
30	Ambulatory BP Monitor	1

Note: The capacity/type of equipments, etc. shown above is indicative only. The actual capacity needs to be worked out by the selected PPP partner and should be as per the standard treatment guidelines prescribed for cardiac procedures.

ANNEXURE - XIII
Minimum no of qualified persons

Sl.No	Minimum Requirement (Grade Wise)	Minimum Qualification	Preferable Experience
CARDIOLOGY			
1	Senior Consultant - 2	DM	7-10 Years in invasive cardiology in tertiary care hospital (1 person with Electrophysiological studies experience)
2	Junior Consultant - 1	DM/ MD	Experience in Cardiology
3	Senior Residents - 3	MD	1-2 years experience in Cardiology
5	Technicians Cath Lab - 4	Qualified	1-2 Years experience in their respective field
6	Staff Nurses 8 in each shift in ICCU 2 in OPD 3 in each shift (Ward) 2 in Cath Lab Total = 37 Staff Nurses	Qualified	1-2 years experience preferred for ICU and cath lab
7	Nursing Orderlies 3 in each shift (CCU) 3 in each shift(Ward) 4 in Cath Lab Total = 22 Nursing Orderlies	Qualified	