

## **Nanded Waghala City Municipal Corporation (NWCMC), Nanded**

### ***Project: Operating and Managing Medical Services from Municipal Hospitals***

#### ***: Replies to Pre-Bid queries***

Subsequent to the publishing of RFP Notice in Daily Lokmat on 19/12/2009 & Indian Express on 19/12/2009 and Corrigendum in Daily Lokmat on 21/01/2010, Pre-bid meeting was held on 3<sup>rd</sup> February 2010 in the presence of **Municipal Commissioner, Dr. Deepak Mhaisekar**.

Attendees:

1. Shri. Shashi Mohan Nanda, Deputy Municipal Commissioner, NWCMC, Nanded
2. Dr. S.B. More, Chief Medical Health Officer, NWCMC, Nanded
3. Dr. Patange, Sahyadri Hospital, Nanded
4. Dr. Kale, Apeksha Hospital & Critical Care, Nanded
5. Dr. Kadam, Chhatrapati Vaidhyakiya Prathisthan Pvt. Ltd., Nanded
6. Mr. Ramdev Dad, Representative of Dr. Purshotam Dad, Nanded
7. Dr. Udaysingh Chavan, Amruthpath Rugnalaya, Nanded
8. Smt. Deepali Mulay, Representative of Fortress Infrastructure Advisory Services, Mumbai
9. Mr. Yogesh Patil, Representative of Fortress Infrastructure Advisory Services, Mumbai
10. Mr. Nikunj Parmar, Representative of Fortress Infrastructure Advisory Services, Mumbai

Based on the provisions of Request for Proposal (RFP) Document and for ensuring successful completion of the Project, following are the replies in response to the Queries raised:

<b>S.N.</b>	<b>Query Raised</b>	<b>Name of the Person Raising Query</b>	<b>Reply to the Query</b>
1.	Whether Shyamnagar Hospital is not in the bid?	Dr. Kadam (through letter)	Shyamnagar Hospital is included in RFP Document & is open for bidding.

S.N.	Query Raised	Name of the Person Raising Query	Reply to the Query
2.	If additional FSI is available, will construction be allowed and who will bear the cost?	Dr. Kadam (orally)	In case additional FSI is available as per Development Control Rules, construction would be allowed ( <i>with the prior approval of NWCMC</i> ) provided the concessionaire pays to NWCMC extra premium for such additional FSI and follows rules & regulations framed by the Government of Maharashtra in this respect through their relevant notifications under the Maharashtra Regional & Town Planning Act, 1966 as applicable to NWCMC and the prevailing bye-laws of NWCMC. <b>NWCMC reserves the right to deny / refuse such additional construction.</b> If allowed, cost of construction shall be borne by the operator of the hospital.
3.	Whether Pathology, Medical Store & Radiology Department are allowed?	Dr. Patange (through letter)	Para Medical Services & Medical Store would be allowed for operation within the Municipal Hospitals subject to following conditions: 1. Such Para medical services shall be operated by the medical professional duly certified by the relevant registration authorities. 2. Bidders shall be responsible for getting all the relevant permissions in respect of such Para medical services. 3. With respect to Medical Store, carpet area of the store shall not exceed 200 Sq.ft. under any circumstances. Such medical store shall adhere to all the standard registration procedures of all concerned / relevant authorities. 4. Whole of the hospital shall not be used for operating Para medical services / medical store. Such services shall be provided as ancillary facilities. Area for Para medical services shall not exceed 200 Sq.ft. under any circumstances. 5. Bidder shall have to communicate their intention of operating Para medical services & medical store and shall be <b>required to seek the permission of NWCMC for the same.</b> 6. Operation of Para medical services & medical store shall warrant additional premium & additional Royalty. 7. Bidders have to quote premium & royalty (in Appendix IX) with Medical Store / Para medical services and without Medical Store / Para medical services.

S.N.	Query	Name of the Person Raising Query	Reply to the Query
4.	How much interim / grace period is sanctioned to start the hospital?	Dr. Patange (through letter)	<p>Two months grace period would be allowed for equipping the hospital after the Concession Agreement or handover of hospital whichever is later (<i>provided bidder applies to NWCMC for granting of such grace period</i>). Bidder shall have to pay the premium and security deposit before signing of the Agreement. During these two months bidders shall not be required to pay rental. However, bidder shall have to pay royalty towards grace period after the expiry of grace period. For all practical &amp; documentary purpose, Concession Period shall be deemed to commence from the date of signing of Concession Agreement or handover of hospital, whichever is later.</p> <p>If bidder could not start medical services within the grace period, Security Deposit shall be forfeited by NWCMC and Commissioner shall reserves the right to take measures as may be deemed necessary.</p>
5.	Can trust (NGO) be allowed to use rooms as their Office for charity work after the start of work?	Dr. Patange (through letter)	Not Allowed.
6.	Can we give our own name to Hospital?	Dr. Kale (through letter)	<p>Permitted, subject to prior approval of NWCMC. Name board should mention name of NWCMC as the facilitator. Bidder should ensure that name board does not violate any of the applicable laws. Bidder shall be responsible for the same.</p> <p><b><i>NWCMC reserves the right to refuse permission without assigning any reason.</i></b></p>
7.	What minor changes we can do internally?	Dr. Kale (through letter)	<p>Bidders / Operators shall not be allowed to modify the physical structure of the hospital premises. However, they are allowed to undertake the interior designing, temporary partitions and minor repairs, electrification etc.</p> <p><b><i>with prior approval of NWCMC.</i></b></p>

S.N.	Query	Name of the Person Raising Query	Reply to the Query
8.	Whether the Existing Furniture shall be a part of the bidding procedure?	Dr. Kale (through letter)	Bidder will have the option to take the furniture / equipments on rental basis with additional security deposit. Bidder shall be responsible for repairs & maintenance of the furniture / equipments over the useful life of such furniture / equipments. Bidders are advised to visit the hospital before bidding.
9.	What are the exit options?	Dr. Kale (through letter)	<p>Operator shall be allowed to exit after the expiry of 7 years from date of signing of Concession Agreement or handover of hospital, whichever is later, subject to following conditions:</p> <ol style="list-style-type: none"> <li>1. Operator shall have to give atleast 2 months notice to NWCMC</li> <li>2. Security Deposit kept with NWCMC shall be forfeited.</li> <li>3. Hospital Building shall have to be handed over to NWCMC without any encumbrances &amp; liabilities to NWCMC</li> <li>4. Operator has to provide No-Dues Certificate from Electricity Department, Water Supply Department and all other relevant authorities.</li> <li>5. <b><i>NWCMC reserves the right to amend exit procedures at the time of Concession Agreement.</i></b></li> </ol> <p>NWCMC reserves the right to terminate the Concession agreement and take appropriate actions, if bidder is found to be indulging in unfair trade practices, not operating the hospital in satisfactory manner and any other acts in breach of any of the provisions of RFP Document.</p>
10.	We have formed a body of 10 doctors with equal share & one of us will be lead member, is it possible?	Dr. Kale (through letter)	Permitted. Please refer addendum to RFP Document for amended provision.
11.	What is the minimum premium / rent?	Mr. Ramdev Dad (orally)	<p><i>Refer Clause No. 3.6, Page No. 29 of RFP Document.</i></p> <p>The most beneficial combined offer (development premium &amp; royalty) from the point of view of NWCMC shall be considered for acceptance. Bidders are encouraged to quote competitive offer in their bids.</p>

# ***Operating and Managing Medical Services from Municipal Hospitals***

## ***: Addendum to RFP Document***

Pursuant to the clause 2.10, Page No. 17 of the RFP Document, NWCMC hereby issues Addendum to the existing RFP Document.

### ***Clause 2.2.7(d), Page No. 11 – Revised through Addendum***

#### **Existing:**

Members of the Consortium shall nominate one member as the Lead Member (herein referred to as the “Lead Member”), who shall have an equity share of at least 51% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by the other member of the Consortium;

#### **Revised:**

Members of the Consortium shall nominate one member as the Lead Member (herein referred to as the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by the other member of the Consortium;

### ***Clause 2.30.5. – Inserted through Addendum***

#### **Security Deposit for Equipment / Furniture**

Bidders interested to take equipments / furniture lying presently in the hospital building on rental basis shall have to pay security deposit amount equivalent to the 24 months royalty as mentioned in Point 2A of the commercial offer (Appendix IX). The security deposit shall remain with the NWCMC till the end of concession period or useful life of equipment / furniture, whichever is later.

### ***Clause 6.4 – Inserted through Addendum***

#### **Duties of the operator in case of Government / NWCMC sponsored medical missions / programmes & natural disasters**

The operator of the hospital shall be duty bound to follow the instructions of Commissioner, NWCMC in case of any sponsored medical missions / programmes and in case of any natural disaster / epidemic etc. During such natural disaster, Hospital building shall be taken over by NWCMC. The instructions could include but not limited to following:

- a) Priority towards medical check up
- b) Reservation of beds, if any
- c) Priority towards Operation Theaters
- d) Comply with the procedures of such missions / programmes
- e) Comply with any other instruction(s) from Commissioner, NWCMC in this respect.

***Clause 6.5 – Inserted through Addendum***

**Disposal of Bio – Medical Waste generated from the hospital**

- 6.5.1. The operator shall be responsible for appropriate disposal of bio – medical waste generated from the hospital and shall be responsible for maintaining general cleanliness & hygiene of the hospital & surrounding area of the hospital.
- 6.5.2. Any operator found to be guilty of breaching provision of clause 6.5.1, the operator shall be subject to penalty and / or any action as may be decided by the Commissioner, NWCMC or any other authorized Officer of NWCMC.

***Clause 6.6 – Inserted through Addendum***

The operator shall be responsible for payment of all types of taxes / cess / duties / fees / penalties or any other amount to be paid to all the relevant / concerned authorities including NWCMC during the Concession Period.

***Clause 6.7 – Inserted through Addendum***

**Ancillary Commercial Facilities**

Bidder shall be allowed, ***with prior approval from NWCMC***, to use Hospital Building for ancillary commercial facilities as per the provisions of Medical Council of India. Cost of installing such ancillary commercial facilities shall have to be borne by the Operator and bidder shall have to separately quote premium & royalty (in Appendix IX) for such ancillary commercial facilities.

***Appendix IA – Amended through Addendum (to be inserted after 2<sup>nd</sup> last Para on page 35 of RFP Document)***

Notwithstanding anything mentioned hereinabove and in spite of bidder choosing to operate any specialty medical services, bidders / operators shall be required to provide General OPD in the hospital which will be available to the patients at reasonable cost. This service should be provided for treatment of common disease.

***Appendix IX – Format of Commercial Offer (Envelope No. 2)***

***Point No. 1 & point No. 2 – Revised through Addendum***

**Existing Point No. 1:**

Premium Payable by me/ us to Nanded Waghala City Municipal Corporation  
In Words: Rupees.....Only.  
In figures: Rs...../-

**Revised point No. 1:**

Premium Payable by me/ us to Nanded Waghala City Municipal Corporation

<b>Particulars</b>	<b>Amount, Rs. (in figures)</b>	<b>Amount, Rs. (In words)</b>
Premium only for building (without Paramedical Services, Medical Shops & Other ancillary commercial facilities)		
Premium for building with proposed para medical services (excluding medical shop & Other ancillary commercial facilities)		
Premium for building with medical shop & proposed para medical services (excluding Other ancillary commercial facilities)		
Premium for building with medical shop, proposed para medical services & Other ancillary commercial facilities		
Premium for any other combination (bidders can insert more rows, if necessary)		

**Existing Point No. 2:**

Monthly Royalty during the Operation & Maintenance period shall be

In Words: @ Rupees.....Only per Sq.ft. of BUP area per month

In figures: Rs...../- per Sq.ft. of BUP area per month

**Revised point No. 2:**

Monthly Royalty (Rent) during the Operation & Maintenance period shall be:

<b>Particulars</b>	<b>Amount, Rs. Per Sq.ft. of BUP Area (in figures)</b>	<b>Amount, Rs. Per Sq.ft. of BUP Area (In words)</b>
Monthly royalty only for building (without Paramedical Services, Medical Shops & Other ancillary commercial facilities)		
Monthly royalty for building with proposed para medical services (excluding medical shop & Other ancillary commercial facilities)		
Monthly royalty for building with medical shop & proposed para medical services (excluding Other ancillary commercial facilities)		
Monthly royalty for building with medical shop, proposed para medical services & Other ancillary commercial facilities		
Monthly royalty for any other combination (bidders can insert more rows, if necessary)		

**Point 2A: Inserted through Addendum**

**Monthly Royalty (Rent) for Furniture / Equipment shall be:**

<b>S.N.</b>	<b>Type of Equipment / Furniture</b>	<b>Estimated useful life</b>	<b>Amount, Rs. Per month (in figures)</b>	<b>Amount, Rs. Per month (In words)</b>

Replies to Pre-bid queries and Addendum shall be deemed to be part of the RFP Document and bidder shall have to submit the signed copy of the same along with the RFP Document at the time of bid submission.

**SD/-**  
**Municipal Commissioner,**  
**Nanded Waghala City Municipal Corporation,**  
**Nanded**