

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2010/H-1/11/37

New Delhi, dated 30.11.2017

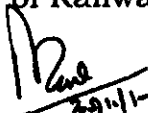
The General Managers,
All Indian Railways & Production Units:

Subject: Installation of Radiological Services (CT/MRI/PET/Mammography) etc. in Railway Hospitals on PPP mode.

The matter for installation Radiological Services (CT/MRI/PET/Mammography) etc. in Railway hospitals on PPP mode has been examined in the Board's office and detailed guidelines that are to be followed while installing the CT/MRI/PET Units in Railway hospitals on PPP mode have been finalized which are enclosed herewith.

This issues with the concurrence of the Finance dte of the Ministry of Railways.


Encl: As above


(Dr. Praval Pant)
Director/Industrial Health
Railway Board
New Delhi, dated 30.11.2017

No. 2010/H-1/11/37

Copy forwarded to:-


1. The Pr. Chief Medical Directors, All Indian Railways & Production Units.
2. The Pr. Financial Adviser, All Indian Railways & Production Units.


(Dr. Praval Pant)
Director/Industrial Health
Railway Board
New Delhi, dated 30.11.2017

No. 2010/H-1/11/37

Copy forwarded to:-

1. Principal Directors of Audit, All India Railways & Production Units.
2. Dy. Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhavan, New Delhi.


(Sh. Rahul Kapoor)
Director/ Finance (PPP)
Railway Board.

Copy to DF (PPP) & Health & Family Welfare Branch, Railway Board.

Guidelines to be followed for instalment of CT Scan Centre on PPP mode

Board has approved the following guidelines which are to be followed by the Zonal Railway for selection of a private partner in providing radiological services in the Central Hospitals under PPP mode. The Zones should frame their bid documents in accordance with these guidelines and necessary changes may be made in respect of service levels and rates of non-CGHS specified tests, depending on their requirements.

Scope:

The Private Partner (Service Provider) shall establish a well equipped Radiology diagnostic service as per the specifications of the Railways i.e. only new and unfurnished equipment must be installed by the Service Provider, after obtaining approval from the Railway administration and concerned legal authority. For CT scan the minimum specifications will be 128 slices, for MRI 3 Tesla with latest software. For other radiological services, it may be decided locally in consultation with Zonal authorities keeping in view the latest available equipments/facilities in that city/town along with trained manpower and material etc. at their own cost, in the specified space and building which shall be provided by the Railway. Railway will provide at least the minimum space as laid down by Department of AERB for establishing CT & MRI and PET along with space for patient waiting lounge, first aid centre, reception etc. Railway will keep in mind while providing the space that working of the private service provider does not disrupts Railway hospital functioning and disturbance to Railway patient attending Railway hospital. In short, Railway should identify areas where entry point and exit is separate from main hospital building. Site plan should be made available by Railway to the Service Provider.

Bidding Process:

1. Tender document should be finalised by the Zonal Railway based on the guidelines issued by the Board. Prior vetting of Associate Finance should be obtained before calling the tender.
2. The guidance value for consideration of tender premium should be arrived at by the Zonal Railway and Finance concurrence should also be obtained.
3. The tender committee for selection of private partner should be of SAG level with one officer from Medical, Finance and Engineering/Electrical Department. The acceptance of tender should be at PCMD level.

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Lock in period will be seven (07) years which is further extendable based on performance. The extension should not be given for a period beyond ten (10) years from the date of initial agreement.

Private partner should have a minimum experience of 3 years for providing CT/MRI/PET services in an institution and should be registered with the concerned authority, if any, and should have achieved a minimum financial turnover of Rs....crore (to be finalized by the Zone).

A suitable Bank Guarantee/Performance Guarantee must be taken from the Service Provider.

Penal provisions for non-performance/unsatisfactory services should be made part of the agreement.

Standard force majeure condition, Indemnity clause, Arbitration clause etc should also be incorporated.

A suitable Termination clause should be framed by Railway and incorporated in the Agreement. The contract may be terminated in case the service provider is not able to carry out the work despite notice given by either party with three (03) months advance written notice without assigning any reason. The bank guarantee deposited will be forfeited by the Railway in case termination is on account of default of the Service provider.

General Managers may make specific clauses as warranted in respect of service levels and rates of non-CGHS specified tests depending on their requirements.

Terms & Conditions:

The Service Provider will shoulder all responsibilities to procure, maintain and operate the equipments and other required medical and non-medical items for the unit at its own cost.

Service Level Standard (SLS) and the Quality of service parameters (such as waiting time, number of patients etc.) for attending to Railway patients should be framed by the Zones.

Railway will be the public partner of the project and pay to the Service Provider, for its services provided to the Railway beneficiaries, as per prevailing CGHS rates of that city for the services which they would be providing, to be done on priority basis for Railway beneficiaries. For the tests not listed in CGHS rate list, the service provider has to submit its offer in the quotation. Tests will be done at the prevailing market rates, in case the quoted rates are considered higher than the prevailing market rates by the Railway.

4. The Private Partner will pay for water, electricity, space along with a premium to Railway at the rate to be decided mutually for the space provided. Premium will be the deciding factor for selecting technically suitable provider.
5. No subletting of any part or whole of the process/infrastructure/services shall be allowed.
6. On expiry of the contract, the Service Provider will take away all the equipment and consumables that are under his ownership, without disturbing the physical infrastructure provided by the Railway administration. After expiry of the contract term, a grace period of 4 weeks will be allowed for removal of all equipment/consumables from the premises. If the Service Provider fails to clear the premises within this time frame, Railway will be at liberty to dispose off the same, as deemed fit.
7. Further, any alteration/extension/civil work done by the private partner with the approval of the Railway shall be transferred to the Railway at the end of the contract period.
8. The Railway administration will provide the space and the building in the existing infrastructure for setting up the Centre. Before bidding, the Service Provider is advised to visit the site and see the available infrastructure for the proposed Centre. Any alteration or addition, if any, required shall be done by the Service Provider at his/her own cost.
9. Electricity and water connection will be provided by the Railway to the handed over building/space. No fresh fittings or pipelines will be laid down by the Railway administration. No civil or electrical job inside the handed over portion of the building will be taken up by the Railway administration. Service Provider will make his/her own arrangement inside the allocated space for any additional requirements at his/her own cost and will also have to bear the expenditure incurred on electricity and water. An officer shall be nominated by the Medical Director of the Railway administration to co-ordinate with the Service Provider.
10. With a view to provide freedom of work & independency there will be minimum interference from the public partner i.e. the Railway administration. Electricity and water charges, for space would be paid by the service provider. No new civil, electrical or any other work will be taken over by the Railway administration. The available space and infrastructure can be examined under intimation to the Railway administration authority for feasibility of the project by the Service Provider before submitting the tender.
11. All arrangements, which are not in the scope of the Railway administration, as mentioned above, but needed for the provision of service, have to be provided by the Service Provider. The repair and maintenance may be undertaken after taking due approval from the concerned Railway administration of the electrical lines, water pipe-lines, air conditioning fittings and any other type of fittings, if required

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inside the building after is handed over to the Service Provider. The Service Provider has to procure all medical and non-medical equipments, furniture, beds, linen, mattresses, stationary, drugs, dressings, consumables, non-consumables etc. All qualified man power, any other material or service required (AMC/CMC) to run the CT/MRI services, at his own cost.

12. The arrangement of electricity and water, if available as central supply shall be made available by the Railway administration. In case there is any failure in the electricity or water supply, ad-hoc or emergency arrangement for the proposed Centre has to be made by the Service Provider himself at no extra cost to the Railway administration.

13. Compliance to all the statutory regulations like PNDDT, AERB etc. shall be the responsibility of the service provider. Copy(ies) of the relevant certificate are to be submitted to the Railway administration thereafter. The service should be started and Agreement entered into after getting the due sanction from Railway administration.

14. All the discards should be disposed off as per the standard disposal guidelines issued by the respective State Governments.

15. Service Provider should make alternative arrangements of similar quality in the event of breakdown of the services at his own cost. In case the Service Provider fails to make such arrangements, any damages claimed by the patient shall be the responsibility of the Service Provider. The Service Provider shall be given a maximum down time of twenty four (24) hours by the Railway administration.

16. The Service Provider has to permit in his CT/MRI/PET unit, the undergraduate and postgraduate medical students of the hospital for training purpose. Consultants should provide training in CT/MRI to undergraduate/postgraduate medical students, if desired by the Railway administration without any condition or cost. For medical education purpose, this unit will be considered as an integral part of the Hospital.

17. The Service Provider will do the desired tests and issue the reports to the patient within twenty four (24) hours to the OPD patients (provisional reports to be issued within one (01) hour to emergent patients and for other indoor patients within twelve (12) hours).

18. Centre will at least be open from 8:00 am to 6:00 pm, and shall also provide facility in off hours by keeping an emergency team in centre/or on call basis to cater to any emergency. Call team should be able to start the service within a period of one (01) hour after receiving information from the authorised Railway person.

19. Service Provider will be authorised to make changes in fittings, cabling, etc. as per requirement for operating equipment with permission from Railway

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Administration. No modifications of permanent structure will be allowed without prior approval.

20. Provision of Consumer Protection Act and RTI Act are applicable to the Service Provider.

21. All the applicable laws of land including Minimum Wages Act, ESI Act, EPF Act etc. shall be the responsibility of the service provider in regard to the employees engaged for the desired services.

22. The Service Provider will be allowed to render his services to "other than railway" patients as per their pre-decided rates provided that the Railway beneficiaries will get utmost priority for these services.

23. The Railway Administration will be at liberty to monitor the quality of services provided by the Service Provider on a periodical basis. Any shortcoming will be communicated to the Service Provider and rectification/action, if any will be done by the service provider without any delay. Monthly Reports must be sent to the Railway administration.

24. Regular patient satisfaction survey/grievances shall be carried out and shared between Service Provider and Medical Director. Corrective action taken should be intimated in writing to the Railway administration authorities.

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