



GOVERNMENT OF WEST BENGAL
Department of Health & Family Welfare

VOLUME II: CONCESSION AGREEMENT

**Establishment, Operation, Maintenance and Management of Mechanized Laundry
Facilities located at different Hospitals on Public Private Partnerships (PPP) mode**

Date: 16-09-2019

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Volume II: Draft Concession Agreement

This Concession Agreement (hereinafter referred to as “**Agreement**” or “**Concession Agreement**”) is entered into on this day of 2019, at Kolkata, West Bengal.

BY & BETWEEN

Health & Family Welfare Department, Government of West Bengal, having its Principal Office at , Kolkata, represented by Mr./Ms.....(herein referred to as “ **the Authority**” which expression shall, unless repugnant to the context or meaning thereof, include it’s administrators and assigns) as Party of the **FIRST PART**;

AND

..... [Name of the respective Hospital], having its Office at ,represented by Mr./Ms.....(herein referred to as **the “Hospital Authority**” which expression shall, unless repugnant to the context or meaning thereof, include it’s administrators and assigns) as Party of the **SECOND PART**;

AND

M/s [.....] (details of the Preferred Bidder having its principal/head/registered office at duly represented through its authorized signatory Mr./Ms.....(hereinafter referred to as the “**Preferred Bidder**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) as Party of the **THIRD PART**;

OR

{The Consortium of (i) M/s.....having its registered Office at , and (ii) M/s.....having its registered office at.....and (iii) M/s.....having its registered office at.....in their capacity as the confirming party to this Agreement (hereinafter referred to as the ‘**Preferred Bidder**’ which expression shall, unless the context otherwise requires, include its successors and permitted assigns) duly represented through M/s.....the Lead Member of the Consortium, through its Authorized signatory Mr./Ms.of the **THIRD PART** ;

AND

M/s.....a company incorporated under the Companies Act 2013 having its registered office at....., India and represented through authorized signatory Mr./Ms..... (hereinafter referred to as the “**Concessionaire**” which expression shall unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) as Party of the **FOURTH PART**;

The expressions ‘**Authority**’ and ‘**Concessionaire**’ shall hereinafter, as the context may admit or require, be individually referred to as “the **Party**” and collectively as “the **Parties**”.

WHEREAS

- A. Health & Family Welfare Department, Government of West Bengal is committed to provide, affordable, accessible, sustainable, high quality essential health care for all with special

focus on the poor, mother child and elderly, and those living in underserved areas. The Health & Family Welfare Department has several tiers of Hospital starting from Medical College & Hospitals to district level hospitals as well as rural level hospitals. Also as part of special endeavour to provide specialty services to every remote corner of the State. The Government of West Bengal is also in the process of establishment of several Multi-Specialty/ Super Specialty hospitals. Already 39 such hospitals are functional and with this the total functional beds in the whole state have risen more than 75000.

- B.** With development of such huge infrastructure and large no of beds the needs of clean linens of all categories generated by the hospitals and regular washing and processing of the same on a timely basis has also become very important.
- C.** Keeping this in mind the Authority has decided to establish fully Mechanized Laundry Facilities on Public Private Partnership model having state of art technology with the objective of improving the quality of washing and disinfection of Hospitals linens as per standard norms and minimizing the potential risk of infection transmission through reused linens.
- D.** Such Mechanized Laundry Facilities will be established at various locations throughout the State to cover all Hospitals from Medical College to District level Hospitals.
- E.** For this purpose, the Authority vide Notice Inviting E-Tender (NIT) No¹ dated had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Preferred Bidder for implementing the Project.
- F.** After completion of the Bidding Process, the Authority, has accepted the Bid submitted by the Preferred Bidder and accordingly issued the Letter of Intent No² dated (“LOI”) to the Preferred Bidder inter alia requiring the Preferred Bidder to incorporate the Concessionaire, furnish Performance Security and execute this Concession Agreement in compliance with the LOI issued by the Authority.
- G.** The Preferred Bidder has since promoted and incorporated the Concessionaire as its wholly owned company under the Companies Act, 2013, as a Special Purpose Vehicle (“SPV”), to act as the Concessionaire for undertaking the development of the Project in terms hereof. The Preferred Bidder has also submitted the constitutional documents of the Concessionaire to the Authority and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations of the Preferred Bidder including the obligation to enter into this Concession Agreement of the Project as per terms hereof
- H.** By its letter dated, the Concessionaire has also joined in the said request of the Preferred Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Preferred Bidder including the obligation to enter into this Concession Agreement pursuant to the LOI. The Concessionaire has further represented to the effect that it has been promoted by the Preferred Bidder in terms of the RFP for the purpose hereof
- I.** The Concessionaire and the Preferred Bidder acknowledge and confirm that they have undertaken a due diligence audit of all aspects of the Project, including technical and financial viability, legal due diligence and on the basis of their independent satisfaction,

¹ Information will be filled at the time of execution of this Agreement

² Information will be filled at the time of execution of this Agreement

hereby agree to undertake the Project thereat at its cost and expense in accordance with the terms and conditions hereof.

- J. Upon fulfillment of the conditions of the RFP and the LOI, and placing reliance on the representation herein of the Preferred Bidder as well as the Concessionaire, the Authority has agreed to the said requests of the Preferred Bidder and the Concessionaire and has accordingly agreed to enter into this Concession Agreement with the Concessionaire pursuant to the LOI for **Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities at Government Hospital/s** by the Concessionaire on the terms, conditions and covenants hereinafter set forth in this Agreement

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:

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the Agreement.

- i. **“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with 13.1.1;
- ii. **“Concession Agreement/Agreement (CA)”** shall mean this Agreement, and includes any schedules and amendments herein made in accordance with the provisions hereof;
- iii. **“Authority Proposal to Rectify”** shall have the meaning ascribed hereto in Clause 14.3.2(b)) of this Agreement;
- iv. **“Applicable Laws”** shall mean all laws, brought into force and effect by the Government of India or State Government of West Bengal including rules, regulations, circulars, Guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority/Statutory Authority and judgments, decrees, injunctions, writs and orders of any court, applicable to this project and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder, as may be in force and effect during the subsistence of the Agreement;
- v. **“Authority Event of Default”** shall have the meaning ascribed thereto in Clause 14.1 of this Agreement;
- vi. **“Base Rate of Utility Charge”** shall have the meaning ascribed thereto in Clause 9.3 of this Agreement;
- vii. **“Cure Period”** shall have the meaning ascribed thereto in Clause 14.3.1(c)) of this Agreement;
- viii. **“Concession”** shall have the meaning ascribed thereto 3.1 of this Agreement;
- ix. **“Concession Period”** shall have the meaning ascribed thereto in Clause 3.2 of this Agreement;
- x. **“Concessionaire”** shall mean the SPV formed by the Preferred Bidder to undertake the Project;
- xi. **“Concessionaire Event of Default”** shall have the meaning ascribed thereto in Clause 14.3.1 of this Agreement;
- xii. **“Concessionaire’s Proposal to Rectify”** shall have the meaning ascribed hereto in Clause 14.3.1(b)) of this Agreement;
- xiii. **“Consultation Panel”** shall have the meaning ascribed hereto in Clause 18.1.1 of this Agreement;
- xiv. **“Due Date of Operational Payment”** shall have the meaning ascribed thereto in Clause 9.4.1 of this Agreement;
- xv. **“Event of Default”** shall have the meaning as ascribes thereto in the Article 14 of this

- Agreement;
- xvi. **“Effective Date”** shall have the meaning ascribed thereto in Clause 4.1.6 (i) of this Agreement;
- xvii. **“Force Majeure” or “Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in the Article 13 of this Agreement;
- xviii. **“Government Agency”** shall mean Government of India, 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.
- xix. **“Guidelines”** shall mean the applicable specifications, norms, regulations, bye-laws etc. issued from time to time, by the Government of India/Government of West Bengal/ Authority/Other Statutory Authorities, in complete adherence whereto, the Concessionaire shall provide the Services; and shall specifically include any amendment/modifications made thereto, at any time and from time to time during the term of Agreement;
- xx. **“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in provision of Human Resource Service and which inter alia includes those practices, methods, specifications and standards of safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation;
- xxi. **“Gol”** shall mean Government of India;
- xxii. **“GoWB”** shall mean Government of West Bengal;
- xxiii. **“KPI or Key Performance Indicator”** shall mean the performance indicators as specifically set out and/or defined in Schedule 4 of this Agreement, in accordance whereof the Concessionaire shall be required to undertake and perform its obligations hereunder;
- xxiv. **“Material Adverse Effect”** shall mean a 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;
- xxv. **“Material Breach”** shall mean 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;
- xxvi. **“Non-Transferrable Assets”** shall mean the movable assets such as all the equipment ,furniture, fixtures, IT infrastructure and any other movable assets for laundry and ETP as created by the Concessionaire at the Project Facility (s);
- xxvii. **“Operational Payment”** shall have the meaning ascribed thereto in the Clause 9.1.1 of this Agreement.
- xxviii. **“Preferred Bidder”** shall mean the Bidder whose Bid is determined by the Authority as responsive and selected by the Authority in accordance with terms of the RFP for award of the Project;

- xxix. **“Performance Security”** shall have the meaning ascribed thereto in the Clause 11.1 of this Agreement.
- xxx. **“Performance Monitoring”** shall have the meaning ascribed thereto in the Article 8 of this Agreement;
- xxxi. **“Project Management Committee”** shall have the meaning ascribed hereto in the Clause 10.1 of this Agreement;
- xxxii. **“Project Plan”** shall have the meaning ascribed hereto in the Clause 6.4.1 of this Agreement;
- xxxiii. **“Project”** shall mean “Setting up of Mechanized Laundry Facilities in Government Hospital/s of West Bengal and its operation maintenance and management;
- xxxiv. **“Project Site (s)”** the site/space handed over by the Authority as shown under Schedule 1 of this Agreement for the Project;
- xxxv. **“Project Facilities/Mechanized Laundry Facilities”** shall mean and refer to the mechanized laundry Facilities to be established on the Project Site(s) by the Concessionaire as shown under Schedule 1 of this Agreement and shall include all the equipment/machineries/fittings/fixtures installed therein by the Concessionaire for the purpose of implementation of Project in accordance with the terms and conditions of this Agreement;
- xxxvi. **“Project Commissioning”** shall have the meaning ascribed thereto in the Clause 5.1 of this Agreement;
- xxxvii. **“Rupees”** or **“Rs.”** refers to the lawful currency of the Republic of India;
- xxxviii. **“Statutory Authority”** shall mean Government , quasi Government, administrative, judicial, public or statutory body, department, instrumentality, agency, authority, board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Concessionaire of its obligations hereunder;
- xxxix. **“Transferrable Assets”** shall mean the Project Site (s), shed, building including mechanical, electrical plumbing works, ETP along with any other immovable assets as constructed by the Concessionaire at the Project Site (s) given by the Authority as specified under the Clause 17.1.1 of this Agreement;
- xl. **“Tax”** shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Concessionaire under Applicable Law;
- xli. **“Termination”** shall mean early termination of the contract, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course;
- xlii. **“Termination Date”** shall mean the date specified in the Termination Notice as the date on which Termination occurs;
- xliii. **“Termination Notice”** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement;

1.2. Interpretation

1.2.1. In this Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-

enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

- b) references to laws of State of West Bengal, laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of West Bengal/India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the operation or interpretation of this Agreement;
- d) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;
- e) references to "**clause**", "**Article**" and "**Schedules**" herein shall mean reference to the Clause, Article and Schedules to this Agreement;
- f) this Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement, Bid Documents between the Parties in relation to the
- g) Words importing the singular shall include the plural and vice-versa where the Agreement requires.
- h) Words importing one gender include other genders.
- i) Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- j) Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

ARTICLE 2: SCOPE OF THE PROJECT

2.1. Scope of the Project

Subject to the terms and conditions of the Concession Agreement, the Concessionaire shall Finance Establish, Operate, Maintain and Manage the Mechanized Laundry Facilities at Government Hospital/s located at(Name of the location of the Project Site³)and provide Laundry Services during the Concession Period as;

- a) Establish, develop, finance, procure and install the equipment, machineries, furniture, fixture and other requisite facilities for providing Laundry Services in accordance with the terms and conditions of this Concession Agreement.
- b) Operate, maintain and manage the Project Facilities as per the provision of this Agreement and provide Laundry Services to the respective hospitals as mentioned in the Schedule 1 of this Agreement.
- c) Deploy minimum number qualified staff for providing uninterrupted Laundry Services to the respective hospitals.
- d) 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.
- e) Maintenance of daily records of inventories of lines which are collected and delivered to the hospitals after washing cleaning.
- f) Provide monthly report along with invoice as per the format given under Schedule 5 of this Agreement.
- g) Maintenance of all movable and immovable assets of the Project Facility in Good Working Condition and abide by the existing policies of the Government and Applicable Permits.

³ It will be filled up at the time of the execution of this Agreement

ARTICLE 3: GRANT OF CONCESSION

3.1. Grant of Concession

- 3.1.1. In accordance with the provisions of this Concession Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the non-exclusive right, permission, leave and concession rights in respect of the Project Site free of any Encumbrances, for the implementation of the Project during the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever (hereinafter the “**Concession**”); 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. For avoidance of doubt, it is clarified that at all times the Authority shall have the absolute, unencumbered legal ownership rights in respect of the Project Site (s) and the Concessionaire shall only be entitled to exercise its Concession rights and/or operate, maintain and manage the Project Facilities in Good Working Condition till the expiry or earlier termination of the Concession Period.
- 3.1.2. Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:
- a. Non-exclusive access, to the Project Site(s);
 - b. Build, finance, operate, maintain and manage the Project Facilities as per the terms of this Concession Agreement;
 - c. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Concession Agreement;
 - d. Perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Concession Agreement;
 - e. Neither assign, transfer or sublet or create any lien or Encumbrance on this Concession Agreement and/or Project Site (s) and/or Project Facility (s), or the Concession hereby granted or on the whole or any part of the Project Facility (s) nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement;
- 3.1.3. Notwithstanding anything to the contrary contained herein, it is hereby clearly understood, agreed, confirmed and recorded between the Parties as follows:
- a. the legal possession in respect of the Project Site (s) shall continue to vest in the Authority and the Concessionaire shall only be entitled to non-exclusive Concession to undertake the implementation of the Project in terms hereof and shall not be entitled to use of the Project Site and/or the Project Facility for any purpose other than those expressly permitted in terms hereof;
 - b. the grant of Concession in terms hereof shall not vest or create any proprietary interest in the Project Facility/Project Site or any part thereof in favour of the Concessionaire or any other person claiming under the Concessionaire;
 - c. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise create encumbrance in respect of the Project Facility and Project Site, or assign or transfer this Concession Agreement in favour of any person at any time and for any reason whatsoever; save and except as otherwise provided in terms of the Concession.

3.1.4. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein forms the essence of this Agreement and shall duly bind the Concessionaire and/or any person claiming under it.

3.2. Concession Period

3.2.1 The Concessionaire shall provide the Laundry Services for a period of 10 (Ten) years commencing from the Effective Date (the “**Concession Period**”) unless terminated by any of Party(s) earlier in accordance with Article 14.

3.2.2 Notwithstanding anything to the contrary contained herein such renewal shall be subject to the condition that the Authority or Government of West Bengal shall not have decided to discontinue with the services. Owing to Force Majeure or other reason(s) beyond the Authority’s reasonable control.

3.3. Actions in Support of the Contract

3.3.1 The Authority shall, on best effort basis, and subject always to Concessionaire fulfilling the eligibility criteria and duly complying with all requirements, render such assistance as the Concessionaire may reasonably require, from time to time, for availing and obtaining all Applicable Permits and for completion of formalities relating to the Project provided the Concessionaire is in compliance with the rules, regulations and guidelines prescribed by the Statutory Authorities;

3.3.2 The Authority shall, on best effort basis, provide all assistance and recommendations to the Statutory Authority, including GoI, in support of the Concessionaire’s applications for Applicable Permits that may be needed from time to time for the implementation of the Project provided that the Concessionaire has made the requisite applications and is in compliance with the necessary norms and regulations of the Statutory Authority for the grant of such Applicable Permits.

ARTICLE 4: CONDITION PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in this Concession Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this Concession Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the “**Condition Precedent**”).

4.1.2 **Conditions Precedent to be fulfilled by the Concessionaire:** The Conditions Precedent required to be satisfied by the Concessionaire shall be deemed to have been fulfilled when the Concessionaire shall have:

- a) Procured, all the Applicable Permits required for building, financing, constructing, procuring & installing, operating, maintaining and managing of the Project Facility.
- b) Furnished the Performance Security to the Authority in accordance with Clause 11.1;
- c) Undertaken a joint visit along with Authority to the Project Site (s) and provided inputs to the Authority with respect to the requirement of establishment of the Mechanized Laundry Facility (s), requirement of construction works, list of required equipment ,furniture and fixtures required and requirement of Applicable Permits along with draft Project Plan as mentioned in the Clause 6.4 of this agreement within 1 month from the date of signing of this Agreement ;
- d) Nominate one (1) member for the Project Management Committee within 15 days of signing of the Concession Agreement;

4.1.3 Provided that upon request in writing by the Concessionaire, the Authority may, at its discretion, waive and extend the timeline any of the Conditions Precedent set forth in this Clause 4.1.2. For the avoidance of doubt, the Authority may, at its sole discretion, grant any waiver and extend the timeline hereunder with such conditions as it may deem fit.

4.1.4 **Condition Precedent to be fulfilled by the Authority:** The performance of obligations set out herein by the Concessionaire shall be subject to fulfilment of following Conditions Precedents by the Authority:

- a) Assist the Concessionaire in procuring Applicable Permits for the Project
- b) provided full and peaceful possession of the Project Site (s) to the Concessionaire on the date of signing of this Agreement through a memorandum detailing the inventory of facilities being handed over duly signed by both the Parties.
- c) Constitute, within one month of signing of the Concession Agreement, Project Management Committee , comprising of its representatives, quality manager, experts as required and representative of Concessionaire;

4.1.5 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated in respect thereof 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.

4.1.6 **Obligation to Satisfy Conditions Precedent**

- i. Subject to the timeline mentioned for each of the Conditions Precedent under Clause 4.1.2 and 4.1.4, each Party shall make reasonable endeavors to comply in full with the Conditions Precedent relating to it within maximum 6 (six) months of the date of signing of Concession Agreement or such later date as may be mutually agreed by the Parties

(the “**Effective Date**”). For any reason beyond the control of the Concessionaire or the Authority, the Condition Period shall be extended for a further period of 3 months. No relaxation in the Condition Precedent shall be provided for delay due to default of the Concessionaire.

- ii. In the event that any of the Conditions Precedent has not been fulfilled with the time period specifically prescribed in this Agreement or such time period as may be mutually agreed to by the Parties, then (subject to terms hereof) Authority (in case of non-fulfillment of Concessionaire Conditions Precedent) or Concessionaire (in case of non-fulfillment of Authority Conditions Precedent) may terminate this Agreement.
- iii. Provided, however that neither Party shall be entitled to terminate this Agreement if non-fulfillment of Condition Precedent by either party is result and/or consequence of a Force Majeure event.
- iv. Provided further that in the event Agreement is terminated on account of non-fulfillment of Condition Precedent to be fulfilled by the Concessionaire, then Authority shall be entitled to appropriate and forfeit the Bid Security.

ARTICLE 5: PROJECT COMMISSIONING

- 5.1. The commissioning of the Project (the "**Project Commissioning**") shall be deemed to be achieved when:
 - a) When the Concessionaire has established the Mechanized Laundry Facilities and all machinery, equipment, furniture and fixtures have been installed at the Project Facilities.
 - b) Required staffs have been recruited and are available at the Project Facility(s).
- 5.2. The Concessionaire shall have to achieve Project Commissioning for the Project within 6 (six) months from meeting of the Conditions Precedent by both the Parties.
- 5.3. The Concessionaire shall prior to 15 days from the likely date of Project Commissioning, notify the Project Management Committee about the completion of Project Commissioning. Within 7 days of the date of the notification, the Project Management Committee shall inspect and verify the completion of activities mentioned under Clause 5.1. The Project Management Committee shall either certify the Project Commissioning or communicate the deficiencies/observations, if any, within 7 days of completion of inspection. In case certain deficiencies are observed by the Project Management Committee, the same shall be rectified by the Concessionaire within 7 days or such date mentioned in the communication by the Project Management Committee. Upon rectification, the process specified under this Clause 5.1 shall be repeated. In case no communication received from the Project Management Committee till 15th day of the date of notification by the Concessionaire, the Project Commissioning is deemed to be approved by the Project Management Committee. For the avoidance of doubt, the Project Commissioning is considered to be completed upon certification by the Project Management Committee.
- 5.4. In case the Concessionaire does not commence operations within 6 (six) months from the date of meeting the Condition Precedent by both the Parties, then the Authority in its discretion may extend the timeline upon receiving written request of the Concessionaire. In the event, the Concessionaire fails with the Project Commissioning within the extended timeline, the Authority shall be entitled to terminate the Agreement and forfeit the Performance Security furnished by the Concessionaire, provided however, that if the Concessionaire is unable to commence operation for reasons solely attributable to Force Majeure the same shall not be considered as its event of default.
- 5.5. In the event that the Concessionaire does not achieve Project Commissioning as specified under Clause 5.3 and the delay has not occurred as a result of the Authority's failure to fulfill its obligations hereunder or Force Majeure, the Concessionaire shall pay to the Authority Damages equivalent to an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until Project Commissioning is not achieved, subject to a maximum of 10% (ten per cent) of the Performance Security. Upon levy of Damages equivalent to 10% (ten percent) of the Performance Security or failure to achieve to Project Commissioning within 6 (six) months from the date of signing if this Concession Agreement, whichever is earlier, unless any further extension of such time for achieving Project Commissioning is agreed among the Parties, the Authority shall be entitled to terminate this Agreement by issuing a 15 (fifteen) day notice to the Concessionaire. On such termination, the Authority shall be entitled to forfeit the Performance Security in its entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Concessionaire's failure to achieve Project Commissioning.

ARTICLE 6: CONCESSIONAIRE'S OBLIGATION

6.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

6.2 Establishment and Development of the Mechanized Laundry Facility(s)

- a. On taking possession of the Project Site(s), the Concessionaire shall construct the Project Facility(s), procure and install the equipment, furniture, fittings and fixtures as per the approved Project Plan at the Project Facilities in accordance with the Applicable Laws, provisions of this Concession Agreement and any latest/applicable regulations as issued by Government of India and or Government of West Bengal.
- b. The Concessionaire shall undertake the Project by itself and will not outsource the Laundry Services to third party.
- c. The Concessionaire shall provide the Laundry Services during the Concession Period as mentioned in the Schedule 2 of this Agreement as per provision of this Agreement

6.3 Operation & Maintenance

- a. The Concessionaire shall undertake operations and maintenance of the Project Facilities other than Mechanized Laundry Services by itself or through a contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements of the Agreement.
- b. The Concessionaire shall, during the Concession Period and subsistence of this Agreement:
 - i. Shall collect and deliver Linen from the respective hospitals tagged to the centralized unit. The Concessionaire shall ensure at all time that specifications of linen at the time of collection and delivery should match.
 - ii. shall designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project, to deal with the Authority and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - iii. shall, for the purposes of determining that the Project Facilities is being maintained in accordance with the O&M Requirements as mentioned in this Agreement, the Concessionaire shall with due diligence carry out necessary tests in accordance with and as per the instructions of the Authority or its Authorized representatives and such tests shall be carried out under the supervision of the Authority or its Authorized Representatives. The Concessionaire shall maintain proper record of such tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the tests results.
- c. No items comprising the Project Facilities shall be disposed off during the Concession Period, unless specifically approved by the Authority in writing.

6.4 Project Plan

6.4.1 The Concessionaire shall prepare and submit for review and providing information to the Authority and Project Management Committee, a draft plan (the "**Project Plan**") for the Project. The Project Plan shall include but not limited to the following:

- a) Design and specification with respect to construction of the Project Facility (s)

- b) Understanding of regulations and approval with respect to the Project and the Laundry Services
- c) Estimated cost to be incurred towards construction, procurement and installation of equipment, operation, maintenance and management of the Project

6.4.2 In addition to the above Clause 6.4.1, the Concessionaire may be required to provide any further information as may be reasonably required by the Authority and/or the Project Management Committee.

6.5 Project Commissioning

The Concessionaire shall commission the Project as per the terms of ARTICLE 5.

6.6 Recruitment, Training and Remuneration

- i. The Concessionaire shall at its cost and expenses recruit and train all personnel required for the operation, management and maintenance of the Project under this Agreement.
- ii. The recruitment, training and remuneration of the staffs required for the Project shall be the responsibility of the Concessionaire and be in compliance with this Agreement and all statutory provisions enacted by Government of West Bengal.
- iii. Provided, no personnel, staff or employee under the Concessionaire whether temporary or permanently employed for the purposes of implementation of this Project shall, under any circumstances, be deemed to be in employment with the Authority or Government of West Bengal and the Concessionaire shall ensure that its operations are conducted in a manner so that any employer- employee relationship is not imputed between the Authority and the employees, personnel and staff of the Concessionaire.
- iv. The Concessionaire shall ensure that all the staffs engaged in the delivery of the services are all times properly and adequately notified, trained and instructed in accordance with good clinical and good healthcare practice and the standards of their relevant professional body, if any, in the execution of their duties and information records are maintained accordingly.
- v. The Concessionaire shall retain on file at all times, copies of all current and valid concessions, certifications and/or accreditations of all the personnel performing services. Concessionaire shall further provide to the Authority a list of currently employed trained personnel and shall update the list whenever they enter or leave the Concessionaire's employment/ payroll/contract.
- vi. The Concessionaire shall ensure that all staff/personnel are offered immunization having regard to the nature of the duties carried out by the staff/personnel pursuant to the services. Staff/personnel should be consistently & appropriately trained at frequent intervals especially for the use of, appropriate personal protective equipment (PPE), and be supervised to assure compliance with protective procedures.
- vii. The Concessionaire shall ensure that all staff are properly and presentably dressed in appropriate uniforms and work wears (including protective clothing and foot-wears wherever required), maintain a high standard of personal hygiene commensurate with their allocated tasks and wear identification badges at all times while working in the Project Facilities.
- viii. In the event that the Authority decides that a particular staff/personnel should be removed from the position due to lack of requisite qualification, training or has consistently demonstrated lack of capability in providing the required services, the

Concessionaire shall have to abide by such decision and act on the advice of the Authority promptly. The decision of the Authority in this regard shall be final.

- ix. The Concessionaire shall comply with the laws applicable to employees working in the laundry regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, and Medical benefit like ESI etc. If on account of non-compliance with the provisions of any such laws, the Hospital authority is called upon to make any payment to or in respect of his employees, the Concessionaire shall fully reimburse to Hospital Authority all such payment and Hospital Authority shall be free to make deductions on this account from the amount of Security Deposit, in which case, the Concessionaire shall immediately pay to the Hospital Authority such amount as may be necessary to make up the required security Deposit, or from the dues which may be payable to Hospital Authority to the Concessionaire. The Concessionaire will sign an Indemnity Bond in favor of the respective Hospital authority where such Mechanized Laundry unit are established, to this effect. Moreover, Concessionaire shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation, Contract Labour and any other laws and rules applicable in this regard.

6.7 Security

- i. Concessionaire shall ensure security of the Project Facilities at all times during the Concession Period and:
- ii. Maintain the safety of all persons, and their belongings, within the Project Facility(s). This includes the protection of patients, staff, service providers and visitors against violent acts or abuse;
- iii. Protect the Project Facility and property, against theft, fire, vandalism, malicious tampering and criminal damage; and
- iv. Ensure only bona fide visitors are allowed access to the Project Facility(s). This includes restricting access of undesirable persons to the Project Facility(s) in general and restricting access to sensitive areas to authorized personnel only.
- v. The Concessionaire shall provide reports on all incidences of crime to the concerned government department and to the Authority within the Project Facility(s).

6.8 Equipment Maintenance

- i. The Concessionaire shall undertake comprehensive planned and proactive maintenance of equipment to ensure that equipment is safe, accurate and working to optimum performance and to achieve maximum availability and continuity of services by minimizing the inconvenience caused by equipment breakdowns and interruptions, and achieving effective delivery of service by maintaining standards set by the equipment manufacturer. For abundant clarity, the Concessionaire shall have alternate arrangements during any sort of maintenance/repair of equipment/machines/apparatus to ensure delivery of services as envisaged in this Agreement is not hampered/hindered/stopped.
- ii. The maintenance shall include:
 - a. Planned protective maintenance designed to keep unplanned breakdown and disruptions minimum;
 - b. Reactive maintenance providing rectification or arranging similar system to provide continuity of services; and

- c. Implement and maintain a planned replacement system of time/performance expired asset to maintain quality of performance and service availability.
- d. The Concessionaire shall maintain logbook of planned and reactive maintenance.
- e. The Concessionaire shall enter into comprehensive maintenance contract with equipment manufacturers/suppliers valid throughout the Concession Period. The Concessionaire shall enter into appropriate contractual arrangement for supply of spare parts and equipment parts/components. The Concessionaire should also ensure to get these equipment insured at their own cost, the day the equipment is installed at the Project Facility (s).
- f. The Concessionaire shall share copies of all the contracts/agreements (maintenance Agreements, insurances, etc.) entered into by it with the third parties.
- g. If the machineries and equipments for setting up of the Mechanized laundry to be installed by the Concessionaire is already in use in some other hospital or centre the same should not be more than 5 years old, should match the specification as provided in Schedule 3 and should be covered under AMC. Also verification of the specifications of machineries as well as equipments and ancillaries will be done as per and only on approval of the experts nominated by the authority, the Concessionaire will be allowed to install the machinery in the proposed facility.
- h. The Concessionaire shall arrange all materials/consumables, spares tools & machines/testing equipments required for execution of the project, which will be included in the quoted rates. No extra payments shall be made by the Hospital authority. During the period of contract, no payment what so ever towards replacement of parts, spares or consumables etc. shall be entertained.

6.9 Record Keeping and Reporting

- a. All records and plans related to the Project and Project Facility (s) shall be kept at the Project Facility(s). The list of records to be maintained shall include following:
 - i. The Project Agreement, its Schedules and the project documents including all amendments to such agreements;
 - ii. All other documents, software or other information expressly referred to in the Agreement;
 - iii. Records relating to the appointment and supersession of the Concessionaire's representative and the Authority's representative;
 - iv. Records relating to any specialist or statutory inspections of the Project Facilities;
 - v. Notices, reports, results and certificates relating to completion of the Works and completion of the commissioning activities;
 - vi. Documents relating to events of Force Majeure, delay events, Events of Default and relief events and the consequences of the same;
 - vii. All formal notices, reports or submissions made to or received from the Authority in connection with the provision of services, the monitoring of performance, or the availability of the facilities;
 - viii. All certificates, concessions, registrations or warranties related to the provision of Project Facility (s) and services;

- ix. Documents related to referrals to the dispute resolution procedure;
 - x. Documents related to change in ownership or any interest in any or all of the shares in Concessionaire;
 - xi. Records related to taxes;
 - xii. Financial records, including audited and unaudited accounts of parent company and Concessionaire and related reports;
 - xiii. Documents relating to testing;
 - xiv. Records required by law and all consents;
 - xv. Documents relating to insurance and insurance claims;
 - xvi. All other records, notices or certificates required to be produced and/or maintained by the Concessionaire pursuant to the Concession Agreement.
- b. Compliant register shall be available at the Project Facility (s) at all the times. The Complaint register shall be made available to the Authority as and when asked for.

6.10 Waste Management

- i. The Concessionaire shall put in place comprehensive waste management system for managing and undertaking the safe segregation, handling, transport and disposal of waste from designated generation point to its point of final disposal. This shall include but shall not be limited to clinical / biomedical waste as defined under Biomedical Waste (Management and Handling) Rules, 1998 (or any updated guidelines as applicable), hazardous wastes, radioactive waste, and non-clinical waste. The Concessionaire shall comply with all statutory standards and requirements including Biomedical Waste (Management and Handling) Rules 2016 as amended from time to time, Hazardous Waste (Management, Handling and Transboundary Movement) Rules 2016 as amended from time to time, Water (Prevention and Control of Pollution) Act 1974 as amended from time to time and shall follow all the norms of the state pollution control board etc. Concessionaire shall maintain full and auditable records in connection with the waste management detailing volumes, weights and type of waste collected, stored, transported and disposed.
- ii. The Concessionaire can enter into contractual agreement with concerned medical waste treatment service provider for treatment and disposal of the biomedical/clinical waste.
- iii. The Concessionaire shall ensure that staffs involved in the handling of biomedical/clinical wastes shall be offered appropriate immunization. The Concessionaire shall also ensure that all staffs are adequately trained in relation to the safe handling and segregation of all sort of wastes

6.11 Retention of Records and Backup of Operations

The Concessionaire shall retain all records and reports pertaining to this Agreement for a period of at-least five (5) years from the date of expiry of the Concession Period; for any further period required by Law; and until all audits are completed and exceptions resolved for the term of the Agreement. Upon request and except as otherwise restricted by Applicable Law, Concessionaire shall make these records available to authorized representatives of the Authority.

6.12 Environmental Compliance

The Concessionaire shall, ensure that all aspects of operation of the Project Facility(s) during the Concession Period and processes employed in the operation and maintenance thereof shall conform to the laws pertaining to environment, health and safety aspects including, policies and guidelines related thereto.

6.13 Indemnity by Concessionaire

The Concessionaire shall indemnify and hold harmless the Authority, their representatives and their employees from and against all third party claims, damages, losses and expenses arising out of or resulting from Concessionaire's negligence or breach in execution of the operation & maintenance works and any activity incidental thereto.

6.14 Responding to emergency situations

6.14.1 In case of emergency situations like natural disaster, epidemic etc., the Authority may through a written or verbal notice direct the Concessionaire to provide Laundry Services in the affected area. On the receipt of information the Concessionaire shall immediately deploy available manpower, resources in the affected area on a priority basis.

6.14.2 Any additional capital expenditure and/or the additional operating costs or both as the case may be incurred by the Concessionaire arising out of the Emergency Situation shall be bring into notice of the Authority and Project Management Committee. Such expenses shall be reviewed by the Project Management Committee and upon approval of Project Management Committee and Authority; the cost incurred towards the same shall be reimbursed by the Authority.

6.15 General Obligations

6.15.1 The Concessionaire during the Concession Period shall at its own cost and expense:

- a. Investigate, study, design, operate and maintain the Project Facility(s) in accordance with the provisions hereof;
- b. Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- c. Comply with Applicable Law governing the operations of the Project Facility(s), as the case may be, at all times during the Concession Period;
- d. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, concessions, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- e. Appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- f. Be responsible for all the health, security, environment and safety aspects of the Project Site/Project Facility, as the case may be, at all times during the Concession Period;
- g. Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- h. Upon receipt of a request thereof, provide access to the Project Facility(s) to the authorized representatives of the Authority for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to

investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions;

- i. Pay all Taxes , duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period;
- j. Provide and maintain all necessary accommodation and welfare facilities for its staff and labour. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Project Facility(s);
- k. Take precautions to ensure the health and safety of its staff and labour;
- l. Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staffs and labour and to preserve peace and protection of persons and property in the neighborhood of the Project Facility against such conduct;
- m. Shall be the responsible to employ adequate number of cleaners and sweepers and provide them with adequate and necessary equipments/ materials for keeping the laundry scrupulously clean and in a sanitary condition to the satisfaction of the Hospital Authority authorities. Anti rodent and pest control measures will also be strictly followed and it will be the responsibility of the Concessionaire to ensure that premises are free of these.
- n. Shall install of electricity meter in its own name. In case of installation of Sub-meter by the hospital authority under such circumstances where electric meter in own name may not be provided for time being the cost towards installation of such sub-meter shall be borne by the Concessionaire. The Hospital Authority will raise bills as per reading in the sub-meter which has to be paid within due time by the Concessionaire.
- o. Connection for requisite water supply will be provided to the proposed premises where such Mechanized Laundry facility is intended to be set up. Necessary Water pipelines and disposal and drainage system have to be installed by the Concessionaire at their own cost. Also if there is implementation of provision of water tax as per Government rules the Water meter have to be installed by Concessionaire at their own cost and pay the water tax as per meter reading to concerned authority.
- p. The Concessionaire will ensure back up power (generator services) for continuation of services in case of disruption in electrical power as per specifications and standard power requirement of the respective equipments
- q. Decency in relation to work culture, etiquettes have to be maintained by all the staffs and managerial level workers attached to the Mechanized Laundry Facilities.
- r. The Concessionaire will ensure that the Mechanized Laundry facilities established within the Hospital premises will be used exclusively for the purpose of washing linens of the Hospitals/facilities tagged with the mother facility only. The facility will not be utilized for washing of any clothes from any other sources other than the facilities and hospitals for which the Concessionaire have received Work Orders. If services have to be provided for any other Government facilities not tagged originally, the same may be done only after receiving necessary orders from concerned Health authorities.
- s. The laundry services shall be meant for all the Hospitals tagged to the central unit (Main Hospital & Centres including IPD, OPD, different Diagnostic blocks, Emergency services,

Maternity services, Minor & Major OT's, Administrative block etc.), or as per the directions of Hospital Authority authorities from time to time.

- t. The complete job of collecting of dirty linens from earmarked place/places to supply of cleaned linens to earmarked place/places of the hospitals shall be carried out by the Concessionaire. (I.e. sluicing, washing, hydro-extraction, drying, repairing of the linens, ironing/calendaring, storing and issue or distribution of cleaned linen. the different hospitals from where the linens are collected from washing at the central units.

6.16 Annual Maintenance Contract (AMC)

The Concessionaire will also ensure to get the annual maintenance contract ("AMC") done for the procured items/equipment with the vendor(s). All the expenses toward the AMC will be borne by the Concessionaire; provided however, that the Concessionaire shall, notwithstanding such AMC arrangements, always retain overall management, responsibility, obligation and liability in relation to the services/activities/functions rendered or performed through the AMC. Any such AMC shall not relieve the Concessionaire from any of its obligations in respect of the Project and the provision of the health services.

6.17 No Breach of Obligations

The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event,
- b. Compliance with the instructions of the Authority or the directions of any /court/tribunal/government agency;
- c. Closure of the Project Facility or part thereof with the approval of the Authority.

6.18 Access and Assured Availability of the Project Facilities

The Concessionaire shall, at all times during the Concession Period, allow access to and usage of Project Facilities to the Authority/person nominated by the Authority.

6.19 Erection of Sign Board

- a. The Concessionaire shall erect a signboard carrying the branding of the as agreed with the Authority, at the main entrance to the Project Facility in a manner such that it is ordinarily visible to any person using such entrance.
- b. The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period.

6.20 Change of Ownership,

The equity share capital of the consortium members whose technical and or financial capacity was considered for pre-qualification, shall, during the validity of the Concession Period hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire.

Additionally, in case of a Consortium, the Lead Member who is M/s _____ should have a minimum equity stake equal to 26% of the aggregate shareholding of the Consortium in the Concessionaire at all times during the Term of the Concession Period.

The aggregate equity shareholding of the Preferred Bidder in the issued and paid up capital of the Concessionaire shall not be less than 100% (One Hundred percent) during the Concession Period.

ARTICLE 7: AUTHORITY'S OBLIGATIONS

7.1 Obligations of the Authority

7.1.1 In addition to its other obligations set out elsewhere in this Concession Agreement, the Authority shall, at its own cost and expense undertake, comply with and perform with the following obligations:

7.2 Obligations related to Handing over of Project Site(s)

7.2.1 The Authority shall handover the Project Site(s) to the Concessionaire free from all encumbrances. The Project Site (s) will be handed over to the Concessionaire on lease basis at nominal lease value of Re 1. Separate land lease agreement (s) shall be executed between the Authority and the Concessionaire at the time signing of this Agreement. The space will preferably be located within the premises of the hospital where such Mechanized Laundry Facilities are intended to be established. Water supply will also be provided free of cost. However if there is implementation of provision of water tax as per Government rules, then water meter have to be installed by the Concessionaire at their own cost and pay the water tax as per meter reading to concerned authority.

7.2.2 The Authority shall hand over the Project Sites including development of land, boundary wall, land filling, and access road for making the space/land ready to start the construct work for the Project Facilities.

7.2.3 The Authority shall provide connection for power and water supply up to the Project Sites

7.2.4 Provision of disinfected linen from the wards/concerned patient care points from the hospitals in the jurisdiction of the laundry.

7.2.5 The Authority shall grant in a timely manner all such approvals, permissions and concessions which the Concessionaire may require or is obliged to seek from the Authority under this Agreement, in connection with implementation of the Project and the performance of its obligations.

7.2.6 Facilitate upon request from the Concessionaire for availing utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities as required.

7.2.7 The Authority shall pay to the Concessionaire the Operational Payment against the services rendered by it in accordance with the accepted rate of the Concessionaire as mentioned in its Financial Quote and finalized after negotiations (as mentioned in the Schedule 7 this Agreement).

7.2.8 The Authority/concerned hospital authority shall provide the detailed information to the Concessionaire related to collection point of linen at the concerned hospitals to smooth operation of the services provided by the Concessionaire.

7.2.9 The Authority shall assist the Concessionaire in procuring all the Applicable Permits to establish the Project Facility as per the government rules of the state.

7.3 Other Obligations

7.3.1 The Authority shall:

- a. Upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the

Concessionaire than those generally available to commercial customers receiving substantially equivalent facilities/utilities;

- b. Assist the Concessionaire in obtaining police assistance, upon payment of prescribed costs and charges, if any, for traffic regulation, patrolling and provision of security on the Project Site(s)/Project Facility(s) and implementing this Agreement in accordance with the provisions hereof;
- c. Observe and comply with all its obligations set forth in this Agreement.
- d. shall incorporate the Standard Operating Procedures (SOPs) for the services to be followed by the Concessionaire. The Standard Operating Procedures (SOPs) for Laundry Services as per recommendation of State Level technical experts.

ARTICLE 8: PERFORMANCE MONITORING

- 8.1 The Concessionaire shall comply with the key performance indicators as specified under Schedule 4 of this Agreement (the “**Key Performance Indicator**”/”**KPI**”).
- 8.2 The Concessionaire shall share a monthly report with respect to Laundry Service to the Hospital Authority. The Hospital Authority/Authority will review the monthly report submitted by the Concessionaire keeping in view the Key Performance Indicators. For the avoidance of doubt, in case of non-achievement of any KPI, the penalty as mentioned under Schedule 4 of this Agreement will be adjusted from the monthly amount of fee payable to the Concessionaire.
- 8.3 The competent authority of the hospital where the Central Mechanized Laundry facility is established on behalf of RKS shall monitor the day-to-day operational activities of the services undertaken by the Concessionaire.
- 8.4 The Hospital Authorities will have unfettered right to inspect the premise, process of laundry, finished product at any time and the Concessionaire will cooperate with the authorities.
- 8.5 Designated officials of the hospital or the Authority will have unfettered right to enter the Laundry premise at any time in order to inspect and execute, any structural additions and alterations or repairs to the said laundry premises, repairs to electric, water and sanitary installations, which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties, as far as possible. However if this is not possible in any exigency, hospital authorities may allow entry of other designated officials for the above purpose.
- 8.6 The Concessionaire will be required to submit reports in prescribed format as and when issued by the competent authorities of the department and in interval as required in addition to uploading all data in the approved software to be installed by the Concessionaire.
- 8.7 The Authority shall appoint a quality manager for checking of the quality of the work undertaken by the Concessionaire. 1% of the sample will be collected to check that it is washed as per the set standard or not otherwise penalty shall be imposed. In case of damage of linen during the laundry process, decision of the Authority shall be final towards recovery of cost. The Authority shall recover to a maximum of procurement cost of the linen in case the linen gets destroyed/torn during the laundry by the Concessionaire.
- 8.8 The Authority shall provide a web/mobile based software and provide access to the Concessionaire and the Concessionaire shall be responsible to provide information pertaining to collection and delivery of the linen at the end of each day and monthly performance report at the end of each of the month.

ARTICLE 9: OPERATIONAL PAYMENT TO THE CONCESSIONAIRE

9.1 Operational Payment

- 9.1.1 In consideration of the Concessionaire performing its obligations in accordance with and subject to terms hereof, Authority shall (subject to terms hereof) pay to the Concessionaire commencing from COD payment as per accepted rate of the Concessionaire as mentioned under Schedule 7 of this Agreement (the “**Operational Payment**”) for the Project. For avoidance of doubt, it is clarified that apart from the Operational Payment, no other payments will be payable by the Authority to the Concessionaire.
- 9.1.2 The Concessionaire shall raise monthly invoice monthly to the Authority for the work done by the Concessionaire during the month by 7th day of the subsequent month along with a detailed report of the work undertaken by it and the respective hospitals will provide performance report towards the work undertaken by the Concessionaire with respect to raised invoice, upon such confirmation done by the hospital administration the invoice will move ahead for clearance in payment.
- 9.1.3 The Concessionaire shall also provide a copy of the invoice to the concerned hospital for their approval. Payment will be made only after approval from the concerned hospital authority to whom the services have been provided by the Concessionaire.
- 9.1.4 In case the Authority/ concerned hospital authority feels the invoice raised by the Concessionaire is not in line with the terms of this Agreement, the Authority/ concerned hospital authority can direct the Concessionaire to change the invoices.
- 9.1.5 In such case the Concessionaire will be bound to change the invoice as per the direction of the Authority/ concerned hospital authority and resubmit the same within 7 days from the receipt of directive from the Authority.
- 9.1.6 The rate quoted by the Concessionaire shall remain fixed during the Concession Period and no escalation will be provided by the Authority.
- 9.1.7 The Authority shall pay the applicable GST to the Concessionaire.
- 9.1.8 The payment made to the Concessionaire by the Authority would be inclusive of and shall cover expenses regarding cost of staffs, all maintenance, housekeeping, waste management, Project Facility administration, cost of consumables, utility charges, cost of maintaining assets and equipment, cost of establishing IT enabled services, and all other costs that may have to be incurred for the Project for the effective delivery of the Laundry Services.
- 9.1.9 The amount paid to the Concessionaire shall be based on the Key Performance Indicator as per Schedule 4. In case of non-performance in meeting any of the KPIs as mentioned in Schedule 5, the Authority shall be entitled to deduct the amount by such percentage as mentioned in Schedule 4.

9.2 Verification of raised Invoice and payment

- 9.2.1 The Concessionaire shall raise his bills regularly based on approved quoted rates as per agreement on monthly basis getting the same verified by each hospital for which service is provided through patient care point by sister in charge where form transaction of linen items are recorded and duly cross verified by Nodal officer of respective hospital as nominated by the hospital authority. After verification the Concessionaire may submit monthly bills for payment to the accounts section of the Hospital where the Mechanized Laundry Facility is established. The bills along with patients care point details must be submitted by the 1st week

of the following month. If desired the documents/register may be placed before hospital authority for scrutiny of the bills of the Concessionaire for necessary verifications.

- 9.2.2 The payment shall be released on monthly basis after release of bills duly verified by the nominated official and forwarded by the hospital administration authority. The payment shall be made through online NEFT /RTGS basis only. Deduction of income tax shall be done at the source as per government notifications from time to time.

9.3 Change in Utility Charges during Concession Period

In case of any increase in the utility charges (power and water) change during the Concession Period, the Authority shall pay the Concessionaire the differential amount i.e., rate applicable on the date of billing less the rate applicable on the Bid Due Date (the “**Base Rate of Utility Charge**”) multiplied by the number of units. The Concessionaire shall raise invoice of the differential amount separately and will be paid separately by the Authority. Further, in case of decrease in utility charges the Authority shall deduct the said amount to be calculated after deducting the prevailing utility charges from the Base Rate and multiplied the same by number of units.

9.4 Payment Mechanism

- 9.4.1 The Concessionaire would be paid the monthly Operational Payment within 30 days from the date of the submission of the invoice by the Concessionaire. If the monthly Operational Payment is not paid within 30 days from the end of month (the “**Due Date of Operational Payment**”), the Concessionaire shall give a notice to the Authority at the end of the 30th day to make the payments within 15 days from the end of the 30th day. If the Authority fails to pay the monthly Operational Payment after the 15th day, an interest rate of 6% per annum from Due Date of Operational Payment for each day of delay subject to a maximum period of 3 months from the Due Date of Operational Payment. In case the payment is not done within such extended period of 3 months, this will result in Authority Event of Default and the Concessionaire has the right to terminate the Agreement as per the provisions under Article 14.
- 9.4.2 In case the Concessionaire does not achieve the KPI mentioned in Schedule 4 , then the Authority shall deduct the penalty amount as mentioned under the schedule 4 from the quarter during which KPIs need to be achieved.

ARTICLE 10: PROJECT MANAGEMENT COMMITTEE

- 10.1 The Authority shall set up a project management committee which will consist of the following members (the "**Project Management Committee**") to periodically monitor the Project.
- a. Representative of the Authority
 - b. Representative of the respective hospital (s) / Quality Manager of the respective hospital
 - c. Representative of the Concessionaire
 - d. Representative of other departments, if required
 - e. Any technical/domain expert (independent), if required
- 10.2 The basic roles & responsibilities of Committee are as under:
- a. Review the Project Plan submitted by the Concessionaire
 - b. Quarterly performance review of the Project keeping in view the Key Performance Indicators as mentioned in Schedule 4 of this Agreement.
 - c. Dispute resolution for the Project
- 10.3 The Project Management Committee shall meet quarterly once (within 15 days of end of every quarter) to review the Project. For the avoidance of doubt, in case of non-achievement of any KPI, the penalty as mentioned under Schedule 4 of this Agreement will be deducted, from the amount of Operational Payment payable to the Concessionaire by the Authority.

ARTICLE 11: PERFORMANCE SECURITY

11.1 Performance Security

11.1.1 The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, furnish to the Authority within 20 (Twenty) working days from the date of signing of this Concession Agreement, as a pre-condition, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs..... (in words)⁴ (Amount equivalent to 5% of total annual Operational Payment) for each Project Facility (the “**Performance Security**”) substantially in the format provided under Schedule 6 of this Agreement. In case of failure to furnish the Performance Security, the Authority shall be entitled to forfeit the Bid Security.

11.1.2 The Performance Security should remain valid for a period of 90 (Ninety) days beyond Concession Period.

11.1.3 Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 20 (Twenty) working days from the date of signing of the Agreement, the Authority may forfeit the Bid Security and appropriate the proceeds thereof as damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

11.2 Appropriation of Performance Security

11.2.1 Upon occurrence of Concessionaire’s Event of Default or failure to fulfill the obligations under this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amount due and payable as liquidated damages from the Performance Security as Damages for such Event of Concessionaire Default. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Clause 14.2 of this Agreement. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 180 (one hundred eighty) days for remedying the Concessionaire Default within such Cure Period, the Authority shall be entitled to encash and appropriate such subsequent Performance Security as damages, and to terminate this Agreement in accordance with Clause 14.2 of this Agreement.

⁴ Amount of the Performance Security shall be filled at the time of signing of this Agreement

ARTICLE 12: OPERATION AND MAINTENANCE REQUIREMENTS (O&M)

12.1 General

- 12.1.1 The Concessionaire shall operate, maintain and manage the Project Facility in accordance to the prevailing statutory norms of Government of West Bengal and guidelines issued by the authority from time to time. For determining that the Project Facility conforms to the operation and maintenance requirements, The Authority shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Authority and furnish the results of such tests forthwith to the Authority.
- 12.1.2 In the planning and implementation of all works and functions associated with the O&M Requirements of the Project Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging Contractors, if any, agents and employees) in such manner, as will:
- a. Keep the Project Facilities from undue deterioration and wear;
 - b. Ensure safety of personnel deployed for operation & maintenance of facilities permit unimpaired performance of statutory duties and functions of any party in relation to the Project.
- 12.1.3 During the Concession Period, the Concessionaire shall ensure that:
- a. Project Facility is kept free from undue deterioration and undue wear;
 - b. Applicable and adequate safety measures are taken;
 - c. Adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facility, due to any of its actions, is minimized;
 - d. Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
 - e. Disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/minimized;
 - f. Members of the public are treated with due courtesy and consideration by its employees/agents;
 - g. Users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/minimize any adverse consequences by such event or matter;
 - h. A complaint register to record grievances of any member of the public in relation to the operations and maintenance of the Project Facility is duly maintained;
 - i. The personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O & M Requirements.

ARTICLE 13: FORCE MAJEURE

13.1 Force Majeure

13.1.1 As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in sub-clauses 13.2, 13.3 and 13.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

13.2 Non-Political Event

13.2.1 **A Non-Political Event shall mean one or more of the following acts or events:**

- a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion making impossible to render the Service.
- b) strikes or boycotts (other than those involving the Concessionaire, or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services for a continuous period of 24 (twenty four) hours and an aggregate period, exceeding 30 (thirty) days in a financial year, and not being an Indirect Political Event set forth in Clause 13.3;
- c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by GoWB.
- d) any event or circumstances of a nature analogous to any of the foregoing.

13.3 Indirect Political Event

13.3.1 An Indirect Political Event shall mean one or more of the following acts or events:

- a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents operation the services by the Concessionaire for period exceeding a continuous period of 30 (thirty) days in a financial year.
- b) industry-wide or State-wide strikes or industrial action for a continuous period of 48 (Forty Eight) hours and exceeding an aggregate period of 7 (seven) days in a year;
- c) any Indirect Political Event that causes a Non-Political Event; or
- d) any event or circumstances of a nature analogous to any of the foregoing.

13.4 Political Event

13.4.1 A Political Event shall mean one or more of the following acts or events by GoWB or Gol:

- a) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, permit, concession, no objection certificate, consent,

approval or exemption required by the Concessionaire to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, concession, no objection certificate, exemption, consent, approval or permit; or

b) any event or circumstance of a nature analogous to any of the foregoing.

13.5 Duty to report Force Majeure Event

13.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a) the nature and extent of each Force Majeure Event with evidence in support thereof;
- b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d) any other information relevant to the Affected Party's claim.

13.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (Seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

13.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by the Authority, and such other information as the other Party may reasonably request the Affected Party to provide.

13.6 Effect of Force Majeure Event on the Contract

13.6.1 The Concessionaire shall be eligible for extensions as provided hereunder only on the occurrence of Force Majeure Events, with respect to the services at any time after the signing of this Agreement, if any Force Majeure Event occurs. Whereupon the Concessionaire is unable to provide Service in terms of the Agreement despite making best efforts, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was unable to perform its obligation under the Agreement.

13.6.2 Save and except as expressly provided in this Article 13 neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

ARTICLE 14: EVENTS OF DEFAULT

14.1 The Authority Event of Default

14.1.1 Each of the following events or circumstances, to the extent not caused by a default of the Concessionaire or Force Majeure, shall be considered for the purposes of this Agreement as events of default of the Authority (the “**Authority Event of Default**”) which, if not cured within the time period as stated below shall entitle the Concessionaire to terminate this Agreement in accordance with ARTICLE 14 hereof:

- a) A material breach by the Authority of its obligations under this Agreement which is not remedied within 60 days from the date (or such later date as parties may mutually agree) of receipt of written notice from the Concessionaire specifying such breach and requiring the Authority to remedy the same;
- b) A breach of any express representation or warranty by the Authority which has a Material Adverse Effect and such breach is not remedied within 60 days from the date (or such later date as parties may mutually agree) of receipt of written notice from the Concessionaire specifying such breach and requiring the Authority to remedy the same.

14.2 Concessionaire Event of Default

14.2.1 Each of the following events or circumstances, to the extent not caused by the Authority’s Event of Default or Force Majeure, shall be considered for the purposes of this Agreement as Events of Default of the Concessionaire (the “**Concessionaire Event of Default**”) which, if not cured within 180 days of notice (or such later date as parties may mutually agree) issued by the Authority, if any, shall provide the Authority, with the right to terminate this Agreement in accordance with ARTICLE 14 hereof:

- a) A material breach of its obligations under the Agreement which has a Material Adverse Effect on the Authority or the Concessionaire and such breach is not remedied within 60 days of notice (or such later date as parties may mutually agree) as issued by the Authority of specifying such breach and requiring the Concessionaire to remedy the same;
- b) Any actions or omissions attributable to the Concessionaire, including delay on its part to discharge any of its obligations under this Agreement;
- c) Dissolution of the Concessionaire pursuant to Applicable Law, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all the obligations of the Concessionaire under this Agreement and provided further that such resulting entity expressly assumes all such obligations;
- d) Declaration of insolvency or the appointment of a liquidator in a proceeding for dissolution of the Concessionaire after lawful notification and due hearing, which declaration or appointment has not been set aside within 60 (Sixty) days thereof;
- e) Abandonment of the Laundry Services by the Concessionaire during the Concession Period and without prior permission of the Authority;
- f) If there is a change in the rights of ownership of the Concessionaire or in the powers of any member of the governing body/management of the Concessionaire and such change would reasonably be likely to have a Material Adverse Effect on the ability of the Concessionaire to comply in all material respects with its obligation under this Agreement;

- g) The Concessionaire creates or permits to subsist any Encumbrance, or otherwise transfers or disposes of all or any of its rights and benefits under this Agreement or any project agreement to which the Concessionaire is a party.
- h) Failure to commence of the Project Commissioning within six months of signing this Agreement.
- i) Failure to comply with SOPs for operation and management of the services
- j) Criminal indictment of the promoters, member/s of the Board of Directors, chief functionaries, key personnel engaged by the Concessionaire for operation and management of the services.
- k) Use of the allocated space by the Concessionaire for any other purpose other than the Project.
- l) If the Concessionaire fails to implement the Project and provide the Laundry Service as per the provision of this Agreement or discontinues Laundry Service due to any reason what so ever including personal grounds before the contract periods end.
- m) Such other events which have been specifically set out in this Agreement as Concessionaire Event of Default.

14.3 Termination due to Event of Default

14.3.1 Termination for Concessionaire's Event of Default

- a) Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of Concessionaire Event of Default, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice in the manner set out under Clause 14.3.1 (b).
- b) If the Authority decides to terminate this Agreement pursuant to preceding Clause 14.3.1 (a), it shall in the first instance issue notice of intention to terminate the Agreement. Within 30 days of receipt of the Notice of intention to terminate, the Concessionaire shall submit to the Authority detailed plan and the manner in which it proposes to cure the underlying Event of Default (the "**Concessionaire's Proposal to Rectify**"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing termination notice (the "**Termination Notice**").
- c) If the Concessionaire's proposal to rectify is submitted within the period stipulated and accepted by the Authority, the Authority shall provide a further period of 180 days (the "**Cure Period**") to remedy/cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, the Authority shall be entitled to terminate this Agreement, by issue of Termination Notice.

14.3.2 Termination for the Authority Event of Default

- a) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of the Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- b) If the Concessionaire decides to terminate this Agreement pursuant to preceding Clause 14.3.2 (a), it shall in the first instance issue Notice of intention to terminate to the Authority. Within 30 days of receipt of Notice of intention to terminate, the Authority

shall forward to the Concessionaire its proposal to remedy/cure the underlying Event of Default (the "**Authority Proposal to Rectify**"). In case of non-submission of the Authority Proposal to Rectify within the period stipulated above, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

- c) If the Authority Proposal to Rectify is forwarded to the Concessionaire within the period stipulated, the Authority shall have further period of 60 days to remedy/cure the underlying Event of Default. If, however, the Authority fails to remedy/cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

14.4 Termination Notice

If the Authority decides to terminate this Agreement pursuant to provisions under this Article 14, it shall issue a Termination Notice setting out:

- a) sufficient details of underlying Event of Default;
- b) the Termination date, which shall be a date occurring not earlier than 7 (seven) days from the date of Termination Notice;
- c) The estimated termination payment including the details of computation thereof; and,
- d) Any other relevant information.

14.5 Obligation of the Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- a) Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation;
- b) The termination payment, if any, payable by the Authority in accordance with the terms hereof is paid to the Concessionaire on the Termination Date;

14.6 Termination Payments

14.6.1 In case of termination of the Concession Agreement on account of Authority Event of Default, the Concessionaire, shall forthwith transfer and hand over the peaceful possession of the Transferrable Assets. However, the Concessionaire shall be allowed to take all the movable assets except the Transferrable Assets upon termination of the this Agreement, provided there are no outstanding claims of the Authority on the Concessionaire. In such circumstances, the Authority shall, provided there are no outstanding claims of the Authority on the Concessionaire, pay to the Concessionaire by way of termination payments the following within 180 days of the Transfer Date

- a) Pro-rata amount of Operational Payment , payable until date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement; and
- b) Performance Security shall be returned

14.6.2 Upon Termination of this Agreement on account of Concessionaire Event of Default, the Authority shall terminate the Concession Agreement along with any rights on the land that has been provided by it to the Concessionaire and forfeit the Performance Security of the Concessionaire. However, the Concessionaire shall be allowed to take all the movable assets except the Transferrable Assets upon termination of the Contract by the Authority,

provided there are no outstanding claims of the Authority on the Concessionaire, pay to the Concessionaire by way of termination payments the following within 180 days of the Transfer Date.

- a) Pro-rata amount of Operational Payment until date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement; and
- b) Performance Security shall be forfeited

14.7 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 15: LIABILITY AND INDEMNIFICATION

15.1 Liability to Third Parties

- 15.1.1 A Party shall promptly inform the other Party of any claims or proceedings or anticipated claims or proceedings against the other Party in respect of which the other Party is entitled to be indemnified under this Article 15.
- 15.1.2 As soon as a Party becomes aware of the same each Party shall give reasonable assistance to the other in defending such claims and the Party giving such assistance shall be entitled to be indemnified to the extent of the costs incurred by it in this regard;
- 15.1.3 None of the Parties shall permit any claim or proceedings referred to in sub- Clause 15.1.1 above to be settled without the prior written consent of the other Party;
- 15.1.4 The Authority shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Concessionaire for the service during the Concession Period and for the Concessionaire's contracts with third Parties.

15.2 Indemnification

- 15.2.1 The Concessionaire shall indemnify, defend and hold harmless the Authority and its officers, servants, agents, Authority instrumentalities and Authority owned and/or controlled entities/enterprises, during and after the term of this Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims from any third party(s) of any nature whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire or from any negligence of the Concessionaire under any contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority or its authorised Person.

15.3 Risk and Liability

- 15.3.1 Except as expressly provided in the Agreement, the Concessionaire shall carry out and perform its rights and obligations under the Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Service and all its rights and obligations under or pursuant to the Agreement.

ARTICLE 16: INSURANCE

16.1 Coverage

16.1.1 The Concessionaire shall, on and from the date of date of Project Commissioning, up to the end of Concession Period, maintain or cause to be maintained, at its own expense, the following insurance policies in the name of the Authority:

- a. Insurance against Fire & Theft;
- b. Insurance against loss or damage to equipment/instruments/machines installed at the Project Facility(s), Project Site(s) and assets created by the Authority and the Concessionaire, due to events like earthquake, floods, lightening etc.; and
- c. In respect of claims for personal injury to or death of any person employed by the Concessionaire or its Contractor, subcontractors and arising out of such employment.

16.1.2 The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be reimbursed by the Authority on actual basis as per approved Project Plan and upon submission of copies of certificates of insurance in respect of the insurance policies.

16.2 Evidence of Insurance Coverage

16.2.1 The Concessionaire shall furnish to the Authority copies of certificates of insurance in respect of the insurance policies as soon as reasonably practicable after they are received by the Concessionaire and from time to time shall furnish evidence to the Authority that all premiums have been paid, and that the relevant policies remain in existence. In the event that the Concessionaire fails to maintain the insurance policies as required under this Concessionaire Agreement, the Authority may take such required policies and recover the costs and expenses incurred in this regard from the Concessionaire.

ARTICLE 17: TRANSFER OF PROJECT

17.1 Scope of Transfer

- 17.1.1 The Concessionaire shall at the end of the Concession Period or earlier termination of the Concession Agreement, as the case may be, forthwith and in any case not later than 90 days from expiry or earlier termination of the Agreement, hand over to the Authority, Project Site(s), shed, building including mechanical, electrical plumbing works, ETP along with any other immovable assets as constructed by the Concessionaire (the “**Transferrable Assets**”) on the Project Site to the Authority, free and clear of any liability, charge, lien, Encumbrances along with all of the Concessionaire’s right, title and interest in the assets constructed/installed free of cost on the Project Site(s). The Concessionaire shall also deliver to the Authority on such date operating manuals if any, plans, designs, drawings and other information as may reasonably be required by the Authority;
- 17.1.2 All project agreements entered by the Concessionaire in respect of the Project shall specify the Transfer Date and its corresponding effect. Failure to specify the Transfer Date and its corresponding effect in the project agreements shall not adversely affect the Authority and the Concessionaire shall be solely responsible for handover of the Transferrable Assets on the Transfer Date at its own risk and cost.

17.2 Right of the Authority to choose Insurance and Contractor Warranties

- 17.2.1 The Authority shall on the Transfer Date have the right to choose and retain all or any of the unexpired Insurance Policies, contractor warranties in relation to the Project Facility(s). The Concessionaire shall ensure that any rights which are to be so assigned are capable of assignment and such assignment has been approved under the terms of the relevant contract by the counterparty to the Concessionaire.

17.3 Condition of the Facility upon Transfer

- 17.3.1 On the Transfer Date of the Transferrable Assets shall be in fair, usable/habitable and in a state of good working conditions as per Good Industry Practices, subject to normal wear and tear, having regard for the nature, construction and life span..

17.4 Passing of Risk

- 17.4.1 Until the Transfer Date, all risks shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project Facility, Project Site during the Concession Period. On and from the Transfer Date all risks except risks arising out of project agreements, if any, in relation to the transferred of the Transferrable Assets shall be deemed to have been transferred to and lie with the Authority.

17.5 Transfer Costs

- 17.5.1 The Concessionaire shall transfer the possession of Transferrable Assets to the Authority free from any charge, Encumbrance, liability or obligation in terms of this Concession Agreement, through appropriate legal document executed in respect thereof, if any.
- 17.5.2 The Concessionaire shall be responsible for the costs and expenses with the transfer of the possession of the Transferrable Assets. The Concessionaire hereby undertakes to indemnify

the Authority against any liability arising out of any statutory liability till the Transfer Date that may be sought to be or is imposed on a later date on the Authority by any statutory authorities, in relation to the Project Facility(s) and the assets there under.

17.6 Handing Over Procedure

- 17.6.1 Two months prior to the expiry of the Concession Period, the Authority and the Concessionaire shall meet and agree by mutual consensus on detailed procedures for the handing over of the possession of the Transferrable Assets . In the event, the handing over of the possession of Transferrable Assets is required pursuant to ARTICLE 17 hereof, the Parties shall meet to agree on such procedures as soon as possible and in any event within 3 (three) days of either Party giving notice to the other Party requesting such meeting. At the time of such meeting, the Concessionaire shall submit a detailed list of the structures, equipment created by the Authority to be handed over to the Authority in terms hereof and the names of its representatives in charge of such transfer, and the Authority shall inform the Concessionaire of the identity of its representatives in charge of the handing over procedure;
- 17.6.2 Notwithstanding anything contained in this Concession Agreement, in the event the Parties do not go through the transfer procedure, the Authority shall suo moto enter the Project Site(s) and take possession of the Transferrable Assets.

17.7 Effect of Transfer

- 17.7.1 On the Transfer Date, the Concessionaire shall hand over peaceful possession, of the Transferrable Assets to the Authority and the Concessionaire, its Contractors, sub-contractors, agents, employees appointed by the Concessionaire shall vacate the Project Facility(s) and the Project Site(s), assets if any;
- 17.7.2 From the Transfer Date, the obligations and the rights of the Concessionaire under this Concession Agreement shall terminate vis-à-vis the Authority and the Authority shall take over the Transferrable Assets and any other rights or obligations arising out of this Concession Agreement which either expressly or implicitly survive termination of this Concession Agreement.

17.8 Deemed Transfer

- 17.8.1 Notwithstanding anything contained in this Concession Agreement, failure of the Concessionaire to :
- a. handover the physical possession of the Transferrable Assets and;
 - b. execute a conveyance deed, if required, stating that the Concessionaire shall have no claim on the Transferrable Assets;
 - c. shall not adversely affect the transfer of the Transferrable Assets to the Authority.
- 17.8.2 Notwithstanding anything contained above, on the end of the Concession Period the Transferrable Assets shall be deemed to have reverted to the Authority on the expiry of the Concession Period or on the date of termination of this Concession Agreement, as the case may be, and from such date the Authority shall be deemed to have assumed full ownership/charge over the Transferrable Assets without any liability and/or Encumbrance.

ARTICLE 18: DISPUTE RESOLUTION

18.1 Amicable Settlement

18.1.1 In the event that any dispute, controversy or claim arises amongst the Parties in connection with or under this Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, the Authority and the Concessionaire shall constitute a consultation panel consisting of 1 (one) senior representative appointed by each Party (the “**Consultation Panel**”), and such consultation panel shall endeavor to conciliate such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives in the consultation panel. The decision of the consultation panel shall be binding upon the Parties. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultation panel. The consultation panel shall be situated at Kolkata, West Bengal.

18.1.2 In the event the Parties are unable to resolve any dispute, controversy, or claim in accordance with sub-clause 18.1.1, such dispute, controversy or claim shall be settled in accordance with The Arbitration and Conciliation Act 1996 as amended from time to time. There shall be a tribunal of Sole Arbitrator appointed with the mutual consent of the Parties and in the event of any disagreement over the name of the Arbitrator, the same shall be appointed in accordance with section 11 of Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Kolkata, West Bengal. Any other matters which cannot be resolved through good faith negotiations shall be finally referred to an arbitrator appointed by the Principal Secretary, DoHFW, GoWB.

18.1.3 The Arbitrator shall make a reasoned award (the “**Award**”) and any Award made in an arbitration held pursuant to this Article 18 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

18.2 Performance during Dispute Resolution

18.2.1 Pending the submission of a dispute, controversy or claim to the Consultation Panel or to the arbitral tribunal, and thereafter until the final decision of the consultation panel or the arbitral tribunal, as the case may be, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision. Further, this Agreement shall remain subsisting and operative during the consultation or adjudication proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

ARTICLE 19: MISCELLANEOUS

19.1 Amendments

19.1.1 Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective unless such modification, amendment or waiver is approved in writing by each of the Parties.

19.2 Severance of Terms

19.2.1 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

19.3 Language

19.3.1 All notices, certificates, correspondence or other communications under or in connection with the Authority under this Agreement shall be in English and Hindi only.

19.4 Notices

19.4.1 Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail in written form. The Service of notice shall be given to the Parties at their respective addresses set forth below:

The Authority

Name of the authorised person:

Address:

Contact Detail:

The Hospital

Name of the authorised person:

Address:

Contact Detail:

The Concessionaire

Name of the authorised person:

Address:

Contact Detail:

or such other address, telex number, or facsimile number as may be notified by that Party to any other Party 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 telex, facsimile or electronic mail, when transmitted properly addressed to such telex number, facsimile number or electronic mail. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Parties in writing prior to the adoption thereof.

19.5 Governing Law

19.5.1 This Agreement shall be governed by and construed in accordance with the Laws of India and the courts at Kolkata shall have exclusive jurisdiction over the disputes arising between the Parties.

19.6 Original Document

19.6.1 This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement and, each having the same contents and the Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

19.7 Relationship

19.7.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or confer on any Party any authority to bind the other or to contract in the name of the other or to incur any liability or obligation on behalf of the other or make or deem to be the agent of the other in any way.

19.8 Survival

19.8.1 The provision relating to liability and indemnification, intellectual property and confidentiality and dispute resolution contained in this Agreement shall survive the termination or expiry of this Agreement.

19.8.2 Termination shall:

- a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

19.9 Authorized Representative

19.9.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement may be taken or executed

- a) on behalf of the Governor of West Bengal by the authorized representative
- b) on behalf of the Concessionaire by the authorized representative

19.9.2 Each Party hereto undertakes and agrees that in case of replacement of its authorized representative, it shall notify the other Party hereinabove of its name and title at least five days prior to his taking office. In the event of default of this undertaking, all the notices, instructions, correspondences, received from or addressed to the last recorded authorized representative shall be deemed valid for all purposes.

19.10 Waiver

19.10.1 The failure of any Party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any other terms of the Agreement.

19.11 Others

19.11.1 Prior to executing this Agreement, the Concessionaire has conducted a due diligence to its satisfaction in respect of the Authority, contractual structure for providing Service, technical and financial feasibility of the Project, the Applicable Laws, applicable taxes levied and payable during the term of this Agreement and Applicable Permits and all matters concerning or related to the services. The Concessionaire is entering into this Agreement on the basis of its own satisfaction based on its due diligence.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

SIGNED ON BEHALF OF THE AUTHORITY	SIGNED ON BEHALF OF THE HOSPITAL	SIGNED ON BEHALF OF THE PREFERRED BIDDER	SIGNED ON BEHALF OF THE CONCESSIONAIRE
Signature.....	Signature.....	Signature.....	Signature.....
Name of the authorized person	Name of the authorized person	Name of the authorized person	Name of the authorized person
Date	Date	Date	Date
Seal	Seal	Seal	Seal
In the presence of Witnesses	In the presence of Witnesses		In the presence of Witnesses
1.	1.		1.
2.	2.		2.

SCHEDULE 1: PROJECT SITE/ LIST OF HOSPITAL WHERE MECHANIZED LAUNDRY FACILITIES WILL BE ESTABLISHED

SI No	Common Centralized Mechanized Laundry Facilities	District tagged	Districts covered	Name of Hospital tagged with the facility	Type of Hospital	No. Of Beds	Public Health facilities to be covered Medical College & Hospitals, Teaching Institutions and De-centralized Hospitals, District Hospitals, SSH , Sub-Division Hospitals, State General Hospitals	Total sanctioned beds tagged
1	North Bengal MCH	5 (Coochbehar, Jalpaiguri, Alipurduar, Darjeeling and Kalimpong)	Coochbehar	Coochbehar DH	DH	500	19	5925
				Dinhata SDH	SDH	300		
				MathaBhanga SDH	SDH	196		
				Mekhligang SDH	SDH	120		
				Tufangang SDH	SDH	162		
			Jalpaiguri	Jalpaiguri DH	DH	640		
				Jalpaiguri SSH (TB Hospital)	SSH	300		
				Mal SSH	SSH	300		
			Alipurduar	Alipurduar DH	DH	402		
				Falakata SSH	SSH	300		
				Birpara SGH	SGH	150		
			Darjeeling	NBMCH	MCH	1200		
				Darjeeling DH	DH	500		
Siliguri DH	DH	365						

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			Kalimpong	Kurseong SDH	SDH	120			
				Kalimpong DH	DH	370			
2	Malda MCH	3 (Malda , Uttar Dinajpur and Dakhin Dinajpur)	Malda	Malda MCH	MCH	1200	7	4576	
				Chanchol SDH with SSH	SDH	300			
			Uttar Dinajpur	Raigunj DH (with SSH)	DH	900			
				Islampur SDH (with SSH)	SDH	526			
				Kaliagunj SGH	SGH	150			
			Dakhin Dinajpur	Balurghat DH (with SSH)	DH	900			
				Gangarampur SDH (with SSH)	SDH	600			
3	Murshidabad old District Hospital Campus	2 (Murshidabad and Nadia part)	Murshidabad	Murshidabad MCH	MCH	1200	11	4139	
				Domkol SDH with SSH	SDH	400			
				Jangipur SDH with SSH	SDH	331			
				Kandi SDH	SDH	331			
				Lalbag SDH	SDH	300			
				Behrampur Mental Hospital	Mental Hospital	150			
				Sagardighi SSH	SSH	300			
				Nadia	Nadia DH	DH			736
					Tehatta SDH	SDH			126
					Shantipur SGH	SGH			130
			Nabadwip SGH		SGH	135			
4	Ashoknagar SGH	2 (North 24 Parganas and Nadia part)	North 24 Parganas	Barasat DH	DH	600	17	5600	
				COM Sagar	MCH	1000			

				DUTTA				
				Basirhat DH with SSH	DH	600		
				Barrackpore SDH	SDH	272		
				Bangaon SDH with SSH	SDH	334		
				Salt Lake SDH	SDH	100		
				Ashokenagar SGH	SGH	50		
				Bhatpara SGH	SGH	118		
				Naihati SGH	SGH	131		
				Panihati SGH	SGH	150		
				Habra SGH	SGH	131		
				Bhatpara SGH	SGH	118		
				Balaram Seva Sadan Khardah	SGH	100		
			Nadia	COM JNM Kalyani	MCH	1200		
				Ranaghat SDH	SDH	250		
				Gandhi Memorial	OH	350		
				Chakdah SGH	SGH	100		
5	Vidyasagar SGH	2 (South 24parganas and Diamond Harbour HD)	South 24 parganas and Diamond Harbour	MR Bangur DH with SSH	DH	600	14	8476
				Canning SDH	SDH	166		
				Baruipur SDH with SSH	SDH	368		
				Gardenreach SDH with SSH	SDH	368		
				Vidyasagar SGH	SGH	256		

				Bagha Jatin SGH	SGH	120		
				Bijoygarh SGH	SGH	100		
				Calcutta National MC&H	MCH	2000		
				Pavlov Hospital	Mental Hospital	450		
				SSKM Hospital	MCH	2500		
				BIN	MCH	200		
				S N pandit Hospital	OH	300		
				Diamondharbour MCH	DH	632		
				Kakdwip SDH with SSH	SDH	416		
6	Mayo Clinic - second campus of Kolkata MCH	4 (Kolkata, North 24 Parganas, Howrah and Hooghly part)	Kolkata	Kolkata MCH	MCH	2000		
				NRS MCH	MCH	2000		
				RGK MCH	MCH	2000		
				IDBG	OTH	1000		
				Dr B.C Roy PGIPS	OTH	1500		
				School of Tropical Medicine	OTH	300	23	13105
				Chittaranjan Seva Sadan	OTH	500		
				R Ahmed Dental College	OTH	100		
				Lumbini Mental Hospital	Mental Hospital	200		
				Lady Dufferin	OH	300		

				Hospital				
			North 24 Parganas	Baranagar SGH	SGH	100		
			Howrah	Howrah DH	DH	642		
				Uluberia SDH with SSH	SDH	399		
				TL Jaiswal SGH	SGH	260		
				Gabberia SGH	SGH	150		
				Belur SGH	SGH	100		
				Udaynaraypur SGH	SGH	100		
				Fort Gloster SGH	SGH	100		
				Souith Howrah SGH	SGH	44		
				Hooghly	Hooghly DH	DH	650	
			Chandannagar SDH		SDH	270		
			Srirampur SDH with SSH		SDH	270		
			Uttarpara SGH		SGH	120		
7	Bankura MCH	5 (Bankura, Bishnupur HD, Purulia , Pashim Burdwan and Hooghly part)	Bankura	Bankura MCH	MCH	1200	12	5299
				Khatra SDH	SDH	170		
				Borjora SSH	SSH	300		
				Onda SSH	SSH	300		
				Chatna SSH	SSH	300		
			Bishnupur HD	Bishnupur DH	DH	500		
			Purulia	Purulia DH	DH	547		
				Purulia - Hatuara SSH	SSH	500		
				Raghunathpur	SDH	300		

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				SDH (with SSH)				
			Pashim Burdwan	Asansol DH with SSH	DH	450		
				Durgapur SDH	SDH	282		
			Hooghly	Arambag DH	SDH	450		
8	Kharagpur SDH, paschim medinipur	4 (Paschim Midnapur , Jhargram, Purba Medinipur and Nandigram HD)	Paschim Midnapur	Midnapur MCH	MCH	1200	16	5866
				Kharagpur SDH	SDH	292		
				Ghatal SDH with SSH	SDH	300		
				Belda SSH	SSH	300		
				Debra SSH	SSH	300		
			Jhargram	Nayagram SSH	SSH	300		
				Jhargram DH (with SSH)	DH	424		
				Shalboni SSH	SSH	300		
				Gopiballavpur SSH	SSH	300		
			Purba Medinipur and nandigram	Tamluk DH	DH	500		
				Egra SDH with SSH	SDH	400		
				Haldia SDH	SDH	300		
				Contai SDH	SDH	250		
				Nandigram DH with SSH	DH	300		
Panskura SSH	SSH	300						
			Digha SGH	SGH	100			
9	Bolpur SDH, Birbhum	3 (Birbhum, Rampurhat HD and Purba Burdwan)	Birbhum	Suri DH with SSH	DH	1042	6	4416
				Bolpur SDH with SSH	SDH	520		

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			Rampurhat HD	Rampurhat DH with SSH	DH	550		
			Purba Burdwan	Burdwan MCH	MCH	1500		
				Katwa SDH	SDH	270		
				Kalna SDH with SSH	SDH	534		

SCHEDULE 2: SCOPE OF SERVICES

Role and responsibilities of the Concessionaire

- a) The Concessionaire shall finance all the cost to be incurred for the Project towards establishment, operation, maintenance and management of the Project Facilities. The Authority shall not have any financial liability towards establishment, operation, maintenance and management of the Project Facilities.
- b) The Concessionaire shall carry out the construction works as per the requirement and approved Project Plan on the space provided by the Authority for setting up the Mechanized Laundry Facility (s).
- c) The Concessionaire shall establish the Mechanized Laundry Facility (s), procure and install the equipment, furniture and fixtures as per the requirement of the Project and approved Project Plan.
- d) The Concessionaire shall also set up an ETP at the Project Site (s) as per specifications of West Bengal Pollution Control Board (WBPCB) – zero discharge system involving recycling of water desirable.
- e) The Concessionaire shall need to install water meter at its own cost, if there is implementation of provision of water tax by Government.
- f) The Concessionaire shall installation of separate electricity meter and pay the electricity charges directly to the competent authority as per applicable charges.
- g) The Concessionaire shall be responsible for operating, maintaining and managing the Project Facilities Project and provide the Laundry Services during the Concession Period as per the provision of this Concession Agreement.
- h) The Scope of Service of the Concessionaire also to include the following:
 - i. Collection and transport of dirty linen: The Concessionaire will be responsible for collection of dirty linen from the different hospitals tagged under the respective Mechanized Laundry Facility (s) on daily basis and/or as comminuted by the respective hospital authority and transport the same to the concerned Mechanize Laundry Facility (s) laundry complex.
 - ii. The infected linens of individual hospitals will have to be disinfected in the wards/concerned patients care point by submerging it in disinfectant solution by hospital staff before handing over to representative / worker of the Concessionaire for washing. Blood stained and infected clothes will first be washed separately using sluicing machines and stain removal procedures and then routinely washed at the central Mechanized laundry facilities.
 - iii. Sorting, processing of used linen with standard laundering processes, finishing & packing. Transportation & delivery of washed clothes in a covered trolley to the user area daily.
 - iv. The representative of the Concessionaire will identify torn linen/Damaged Linen at the time of collection, process & wash them. Only torn/Damaged linen will be replaced by the hospital authority.
 - v. The Concessionaire will be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in laundry, as per the norms of the WBPCB.

- vi. Separate carts for transport & storage of dirty & washed linen will be used. The hampers or carts to transport soiled textiles should be appropriately cleaned after every use & should be kept away from those to be used in transporting clean textiles.
- vii. The Concessionaire will process linen as per approved washing procedure and approved washing formulae. Washing material of branded /standard quality (Only from laboratory tested reputed firms, preferably ISI marked products) will have to be used. If washed clothes are not found satisfactory the same will be returned for washing without any additional expenditure. The Hospital Authority authorities will have right to conduct surprise visits to verify that the items used are as per approved formula and right quantity of them are being used.
- viii. The Concessionaire shall ensure the quality of washing of linen & its ironing should satisfy the sister/officer in charge of patients care point of the different hospitals from where the linens are collected from washing at the central Facility. The Authority or respective hospital authority and its authorized representatives shall demand and may be supplied with sample of any washing chemical or detergent for inspection and analysis & if required be sent for testing by approved laboratory.
- ix. The daily record during collection of dirty linen items/distribution of cleaned, washed and ironed items maintained in patient care points of all collection Facilities in the registers provided by the Concessionaire duly signed by the representative/worker of the Concessionaire and concerned patient care point sister in charge or official of respective hospital. The same has to be maintained in a compiled computerized format at the central Mechanized laundry Facilities where linens are pooled in from all tagged Facilities for final washing purpose.
- x. Standard universal precautions to be followed while collecting & handling infected/soiled linen.
- xi. Bio-Medical Waste management rules, wherever applicable will be followed by the Concessionaire.

SCHEDULE 3: INDICATIVE EQUIPMENT TO BE INSTALLED BY THE CONCESSIONAIRE AT THE PROJECT FACILITY (S)

Sl. No.	Plant & Machinery with broad specifications.	Minimum number of requirement
1	Industrial Washer cum Extractor 200 Kg/charge capacity of dry Linen, Steam heated. Heated or Industrial Washer cum Extractor 120Kg/charge capacity of dry Linen, Steam heated.	1 2
2	Industrial Washer cum Extractor 50 Kg/charge capacity of dry Linen, Steam heated.	2
3	Industrial Washer cum Extractor 30-35 Kg/charge capacity of dry Linen, Steam heated.	1
4	Tumbler Dryer of 120 Kg capacity/charge dry linen steam heated.	1
5	Tumbler Dryer of 50-60 Kg capacity/charge dry linen steam heated.	2
6	Steam Boiler (Diesel) with capacity of generating 600 Kg steam/hr with water.	1
7	Blood Linens Sluicing Machine (Capacity 35 Kgs Heating: steam	1
8	Flat work Ironer (Calendaring machines)	3
9	Flat Bed press	2
10	Ironing Table with Electronic Iron size of table 13 * 80 cm	6
11	Wet Trolley	13
12	Dry Trolley	6
13	Storage rack	8
14	Water Feed Pumps	6
15	SS work table with under shelf	6
16	Sewing machines	As per requirement

SCHEDULE 4: KEY PERFORMANCE INDICATORS

In order to ensure optimum performance of the Concessionaire in terms of Mechanized Laundry, a committee for Performance Monitoring will be formed. The committee will review the performance at least once in every month and will review the performance of the Mechanized Laundry.

Criteria	Action
<p>The quantity of linen articles in the holding with the Concessionaire, which is in excess of the allowed quantity over and above the stipulated 24 hrs before the start of next session of roll out as decided shall attract penalty called Delay charges.</p> <p>“Delay” shall mean any time duration over and above the allowable time of 24 hrs in one rollout session.</p>	<p>Delay charges @ Rs. 0.50 per item of linen held in excess over and above the stipulated 24 hrs. The penalty of Delay charges shall be calculated on a daily basis.</p>
<p>Linen items lost or damaged/torn while in Concessionaire custody and attributed to him or when the minimum service life of one year is not attained. Authority’s decision as to whether such loss or damage is on Concessionaire account shall be final and binding on the Concessionaire.</p> <p>“Damaged Linen” shall mean physical harm/torn that impairs the value, usefulness, or normal use of the linens.</p>	<p>100 % of the procurement Cost of linen items may be recovered from the Concessionaire as per rates circulated by hospital authority at that point of time.</p>
<p>In the event of the soiled/used linen and cleaned and washed linen not being transported within the prescribed time, for any reason attributable to the Concessionaire.</p>	<p>A penalty of Rs, 5,000/- per occasion may be imposed on the Concessionaire.</p>
<p>In the event of linen not transported in good quality water proof bags.</p>	<p>Penalty up to a maximum of Rs.1,000/- per occasion may be imposed on the Concessionaire in case any of the other contractual conditions are not adhered to.</p>

SCHEDULE 5: REPORTING REQUIREMENT

Monthly report with respect to Laundry Services

During the Concession Period within 7 days of the end of each calendar month or part thereof, the Concessionaire shall provide to the Authority a monthly report as per below mentioned format:

Sl. No.	Types of Linens	Specification of the Linen	Number of linen collected	Conditions of the collected linens	Number of linen delivered	Date of collection of linen	Date of delivery of linen	Number of stolen/torn/damage linen	Proof of Delivery (POD)
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

SCHEDULE 6: FORMAT OF THE PERFORMANCE SECURITY

(To be executed on non-judicial stamp paper)

To

**Secretary, PPP Cell Health & Family Welfare
III Floor – B- Wing, Swasthya Bhawan
GN 29, - Salt Lake, Sector V
Kolkata -700091**

WHEREAS:

- A. (the “**Authority**”) and (the “**Concessionaire**”) have entered into an Agreement on (the “**Concession Agreement/Agreement**”) whereby the Authority has agreed to the avail Service to be provided by the Concessionaire in accordance with the provisions of the Agreement.
- B. The Concession Agreement requires the Concessionaire to furnish a Performance Security (the “**Performance Security**”) to the Authority in a sum of INR..... (the “**Security Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement). The Performance Security shall be valid for a period of 11 years from the date of issue (the “**Security Period**”).
- C. We, through our Branch at (“**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the Security Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Security Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2. A letter from the Authority, to the Bank that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Security Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.
- 3. In order to give effect to this Security, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank,

whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Security.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Security.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Security, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Security and the Bank hereby waives all of its rights under any such law.
6. This Security is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Security is restricted to the Security Amount and this Security will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Security, no later than 6 (six) months from the date of expiry of this Security, all rights of the Authority under this Security shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upon the expiry of the Security Period. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required to satisfy the expiry of Security Period as defined in the Agreement, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Security during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Security and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Security shall come into force with immediate effect and shall remain in force during the Security Period pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... At

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

SCHEDULE 7: OPERATIONAL PAYMENT**Annual Operational Payment to the Concessionaire**

The Authority shall pay to the Concessionaire for providing Laundry Services as per rate mentioned below table:

SI No	Name of the cluster for establishment of centralized Mechanized Laundry Facilities	Hospitals tagged with the Cluster	Rate in Rs/ Bed/Day (in INR) (in numbers)	Rate in Rs/ Bed/Day (in INR) (in words)
1.	North Bengal MCH	5 (Coochbehar, Jalpaiguri, Alipurduar, Darjeeling and Kalimpong)		
2.	Malda MCH	3 (Malda , Uttar Dinajpur and Dakhin Dinajpur)		
3.	Murshidabad old District Hospital Campus	2 (Murshidabad and Nadia part)		
4.	Ashoknagar SGH	2 (North 24 Parganas and Nadia part)		
5.	Vidyasagar SGH	2 (South 24 parganas and Diamond Harbour HD)		
6.	Mayo Clinic -second campus of Kolkata MCH	4 (Kolkata, North 24 Parganas, Howrah and Hooghly part)		
7.	Bankura MCH	5 (Bankura, Bishnupur HD , Purulia , Pashim Burdwan and Hooghly part)		
8.	Kharagpur SDH, paschim medinipur	4 (Paschim Midnapur , Jhargram, Purba Medinipur and Nandigram HD)		
9.	Bolpur SDH, Birbhum	3 (Birbhum , Rampurhat HD and Purba Burdwan)		

**SCHEDULE 8: TYPES OF LINENS GENERATED FROM HOSPITAL SERVICES FOR WHICH
MECHANIZED LAUNDRY SERVICES HAVE TO BE PROVIDED**

Sl. No.	Types Of Linens	Specification of the Linen
1	Blanket Woolen	
2	Bed sheet (Adult) - of different Shades.	
3	Baby Sheet	
4	Mosquito Net (Adult) single	
5	Anglo- sheet	
6	Apron, Plastic	
7	Curtain Door	
8	Curtain Window	
9	Cut Sheet	
10	Draping Sheet	
11	Draw sheet	
12	Gown (Surgeons & patients)	
13	Gynae Sheet	
14	Kurta	
15	OT Towel	
16	Pillow Cover	
17	Patients dress-Shirt/Pyjama	
18	Patients-female (House Coat)	
19	Patients Dress-Female Shirt/Petticoat	
20	Drum Cover	
21	Towel Large	
22	Towel Medium	
23	Towel Small	
24	Gloves Bag	
25	Mops	
26	Tray Cover Large	
27	Tray Cover Medium	
28	Tray Cover Small	
29	Trolley Cover	
30	shoe cover	
31	Any other items(Not Classified in above List) <ul style="list-style-type: none"> • Any Linen less than 2ft * 2 ft • Any Linen less than 5ft * 5 ft • Any Linen more than 5ft * 5ft 	