

**Government of Rajasthan**  
**Department of Medical Education (Gr-1)**

No.F.18 (29)/ME/Gr.1/2010

Dated: 26 OCT 2010

**CIRCULAR**

**Sub: Policy for outsourcing Diagnostic Services in Health Care Facility in State of Rajasthan-2010**

With a view to provide advanced ,quality diagnostic facilities at affordable cost with increased accessibility to General public and free to BPL the following policy has been introduced:

**1. TITLE**

The Policy shall be known as "Policy for outsourcing Diagnostic Services at Health Care Facility-2010"

**2. OBJECTIVES**

- 2.1 To deliver Quality State -of- the- Art diagnostic services at affordable cost to general public.
- 2.2 To provide investigation facilities to BPL, free of cost.
- 2.3 To reduce the huge expenditure on maintenance of equipments.
- 2.4 To reduce the waiting period and provide immediate relief to needy patient.
- 2.5 To ensure 24x7 facilities for all investigations (including blood banking, umbilical cord banking etc.) available under all specialties at the global level.

**3. ACTIVITIES:**

- 3.1 Identify the available space for laboratory and diagnostic centre within the premises of Government Health Care facility.
- 3.2 Creation of Regulatory body for each center with appropriate authority and supportive role for ensuring quality care and addressing grievances.
- 3.3 Laying down minimum standards through a Committee on standards.

**4. DEFINITIONS:**

- 4.1 **BPL** (Below Poverty Line) patient is one who has been issued a BPL card by an authorized official (or competent Authority) of the State Government of Rajasthan.

- 4.2 **Committee on Standards** will be such technical committee (subject specialists) as constituted by the Government of Rajasthan from time to time to prescribe or adopt MCI/DCI/WHO/NABL norms and standards in respect of manpower, infrastructure, equipments, testing methodologies/protocols and operational requirements of diagnostic centre. The committee shall finalize bids for technical grounds in case of open competitive bidding process as technical committee. The Committee will also be responsible for periodic external and internal Quality Assurance.
- 4.3 **Health Care Facility:** for the purpose of this policy means a Government Health care institution like, Hospital, Medical College, Dental College, Health Centre and District Hospitals.
- 4.4 **Private sector:** under the policy shall refer to a collective or individual/society/Trust/Corporate sector willing to establish Diagnostic Centre in a **Health Care Facility** of the State.
- 4.5 **State:** means State of Rajasthan.
- 4.6 **Regulatory committee:** A standing Regulatory Committee Headed by Principal Secretary Medical Education and consisting of , Principal SMS Medical College Jaipur, Principal of any other medical college( By rotation, to be nominated by the Govt.), Director, Medical & Health Services, Two Sr. Officers/ Doctors nominated by the Government and Chief Accounts Officer SMS Medical College who will be the member secretary of the committee is constituted by the Government to oversee the terms and conditions, operating procedures and amendments wherever & whenever required. Committee will review and control the rates of different diagnostic tests every 2 years in the month of April/before any new machine is introduced. Qualification and experience of the specialist and technical staff should be as per MCI norms in cases of teaching hospitals and otherwise. The committee will also decide and review of rates for new & existing facilities/procedures already on contract viz. CT, MRI.
- 4.7 **Service Provider:** Agency selected through the adopted procedures and in agreement with RMRS for a defined period for providing desired services to fulfill the objectives of policy.
- 4.8 **RMRS:** Rajasthan Medical Relief Society for the Hospital Concerned constituted as per the society Act 1958.

## 5. OPERATIONAL GUIDELINES:

- 5.1 Open tenders will be invited by the Principal & Controller/PMO (for other Hospital) of concerned Medical College as per two bid system. Technical & Financial bids will be invited separately.
- 5.2 The technical bids will be examined first by the Technical Committee of concerning medical college/ District hospital.
- 5.3 The financial bids will be for the revenue sharing pattern. The Revenue share of State Government / RMRS will be minimum 10 percent.

- 5.4 Financial bids of only those bidders will be opened whose technical bids are found eligible by the Technical Committee of concerning medical college/ District hospital. The Financial and Technical Bids will be processed per Rules.

## 6 ELIGIBILITY

- 6.1 The Service Provider should have minimum experience, as finalized by the Regulatory Committee, in running State-of-the-art-diagnostic facilities for conducting all possible tests available at international level.
- 6.2 The Service Provider should have trained and experienced manpower and maintenance contract to run the facility on 24x7 basis.
- 6.3 SP should have financial capacity to run these diagnostic centers at Medical College at the rate prescribed by the State Government
- 6.4 The Service Provider having accreditation of services with an international agency shall be preferred.
- 6.5 A pre bid meeting with prominent companies will be called by the concerning medical college/ District hospital to discuss the eligibility as per above points. Final Eligibility norms will be fixed after the pre bid meeting

## 7 TERMS AND CONDITIONS:

- 7.1 The M.O.U. will be effective for 5 years initially and extendable up to 10 years
- 7.2 The RMRS will provide only the space to be used for the period of contract. The Title and ownership of the land will remain with RMRS/ Government of Rajasthan and no right will accrue to the licensee on account of operating the diagnostic lab.
- 7.3 The Service Provider because of the huge bulk turn-over should be able to provide subsidy on standard prices with free services up to 30% for cases referred by authorities (Principal of the respective Medical Colleges or Superintendent of the respective hospitals) for BPL and other special category patients defined equivalent to BPL by the Government, Senior Citizen, Widow, Handicapped, Very Poor, Prisoner, Freedom Fighter, Pensioners, Medical Students etc. up to a limit of 30% of total cases for each investigation. If in a particular month the free case are less than 30% than SP will refund the amount equal to the difference of 30% of total cases done and free cases done in that month to RMRS.
- 7.4 SP would also provide 24x7 un-interrupted services failing which penalty may be imposed as per agreement.
- 7.5 Service Provider will provide Brand new unit [along with a certificate from the original manufacturer about the date of manufacture] of desired machine with latest technology within time frame as per the tender document and trained manpower required to operate and maintain it.
- 7.6 The contract will be on revenue sharing basis for a period of 5 years and the Service Provider offering highest percentage/revenue will be selected.

- 7.7 Diagnostic centers will also be utilized for the teaching and training purpose private partner will support the Hospital & faculty in doing so. The Students and faculty members of department concerned of respective Medical College Hospitals will be allowed to operate upon various equipments for clinical and research work.
- 7.8 Service Provider will undergo an inspection by Atomic Energy Regulatory Board/ Pollution Control Board/ the inspection of concerned regulatory agency as per law, wherever required as per prescribed norms.
- 7.9 Existing machines in the hospitals may be continued to be operated by the Hospital as in the past or they may be transferred to another Government Hospital. The laboratories run by the Government in these institutions /Hospitals will run concurrently along with the laboratories being operated by the Service Provider for a minimum of six months and may be extended, if required.
- 7.10 In case of any diagnosis that has academic and research interest the service provider will provide exposed film/ CD and related documents to the concerned department of respective Medical College Hospitals at free of cost.
- 7.11 If performance is found unsatisfactory the RMRS has the right to terminate the contract with immediate effect without compensation. The premises shall be provided back to the possession of the respective RMRS within a period of 30 days on the expiry / termination of the contract. In case the service provider fails to vacate the premises within a period of 30 days, a penalty shall be charged on daily basis from the service provider as per MOU with RMRS.
- 7.12 All the interior work required, will have to be arranged by the Service Provider at his own cost with permission from the competent authority and at the time of vacating the premises he will not remove any fixtures without prior permission of the Medical Superintendent of the respective hospitals and will not claim value of it.
- 7.13 All disputes regarding investigation and responsibility of damages will be of contractor. Successful bidder [service provider] will not be allowed to do other activities or install any other machine, equipments other than approved equipments inside the campus of the respective Medical College Hospitals. The services will be under overall control and authority of Medical Superintendent/PMO of the respective Medical College Hospitals/District Hospital.
- 7.14 The Service Provider shall abide by all the guidelines issued by the Government and the hospital administration. In case of violation, the agreement can be cancelled after providing opportunity of hearing to the Service Provider.
- 7.15 The licensee shall take a third party liability policy to cover the patient sent by the hospital administration against any mishap consequent upon the use of the machines for radio-imaging investigations. Conforming to the provisions of the consumer protection act & similar provisions shall be the sole and absolute responsibility/ liability of licensee.

- 7.16 The generation of reports of hospitalized cases including Medico Legal Cases [MLCs] could also be done by the faculty/specialist from Government Department of the respective Medical College/Hospital.
- 7.17 Dispute resolution: Any dispute arising between the Health Care Facility and Private Partner, the same will be referred to the Principal Secretary Medical Education/Medical and Health, Government of Rajasthan for arbitration. The decision of concerned Principal Secretary will be final and binding on both the parties.
- 7.18 It will be mandatory for the Service Provider to use the reagents /chemicals/solutions/kits etc. as recommended by the vendor whose equipments/machines are being used.

This bears concurrence of the FID; ID 221001208 dated: 15/10/2010. This will come in to force with immediate effect. All concerned are requested to take immediate steps to implement the Policy.



(MUKESH SHARMA)  
Principal Secretary to the Government