

**DEPARTMENT OF HEALTH AND FAMILY WELFARE
GOVERNMENT OF ODISHA**



**AFFORDABLE HEALTHCARE FACILITIES IN THE
STATE OF ODISHA
UNDER PPP FRAMEWORK**

**COMBINED TECHNICAL SCHEDULES OF THE DRAFT CONCESSION
AGREEMENT**

-Less

- a. Schedule 1 related to sites**
- b. Schedule 4, Annexure I**
- c. Schedule 4, Annexure II**

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SCHEDULE 1

SITE OF THE PROJECT

{Schedule 1: Sites of the project is attached separately}

SCHEDULE 2

DEVELOPMENT OF HOSPITAL

{Applicable to Bhawanipatna (Kalahandi) and Bhadrak}

1. The Concessionaire shall develop the Hospital at the Site, *inter alia*, in accordance with the requirements set forth in this Schedule 2, Schedule 3 and Schedule 4.
2. The Hospital shall provide for at least 100 (one hundred) Beds (“**Bed Capacity**”) in accordance with the Project Milestones and Schedule 10.
3. The minimum total built-up space of the Hospital Building shall be 70,000 sq.ft. such that the Concessionaire shall be required to construct, (a) at least 40,000 sq.ft. prior to the COD of Phase-I, and (b) the remaining space prior to COD of Phase-II, in accordance with Schedule 10.
4. The minimum total built-up space of the Staff Accommodation shall be 45,000 sq.ft. such that the Concessionaire shall be required to construct, (a) at least 25,000 sq.ft. prior to the COD of Phase-I, and (b) the remaining space prior to COD of Phase-II, in accordance with Schedule 10.
5. The Concessionaire shall equip the Hospital with medical and non-medical equipment, installations, plant and machinery etc. as may be necessary. The specifications for the medical equipment shall be as per prevailing medical practices. However, the Concessionaire shall provide for the minimum number of Equipment as listed in Schedule 6 and ensure that such Equipment conforms to the minimum specification prescribed therein.
6. The Concessionaire shall be responsible for deploying human resources at the Hospital including doctors, paramedical staff etc. in accordance with Applicable Laws and prevailing medical practices, however, the Concessionaire shall at all times during the Concession Period be required to satisfy the minimum requirements specified in Schedule 5.
7. The Concessionaire shall be responsible for installing, operating and maintaining effluent and sewage treatment plant(s), water treatment plant(s), reverse osmosis plant(s), hot water boiler/geyser(s) and bio-medical waste management system in accordance with Applicable Laws and the Concession Agreement.
8. The Concessionaire shall be responsible for procuring the required water connection for the construction, operation and maintained of the Hospital from the concerned Governmental Instrumentality. The Concessionaire may, if required, dig boreholes for drawing water for meetings its obligations under the Agreement, in accordance with Applicable Laws and with the prior permission of the concerned Governmental Instrumentality.
9. The Concessionaire shall procure electricity connection(s) for construction, operation and maintenance of the Hospital. Further, the Concessionaire shall, at its own cost and expense, install separate and dedicated transformers, electrical panels (HT & LT) at the Hospital. The Concessionaire shall be responsible for provision

of power backup system for the entire Hospital including provision of uninterrupted power supply for life saving, critical care and diagnostic equipment.

SCHEDULE 3

PROJECT FACILITIES

1. The Concessionaire shall be responsible for providing at least the following facilities and specialty services in the Hospital:

{Project facilities applicable to Bhawanipatna (Kalahandi) and Bhadrak}

(a) Clinical facilities

S.No.	Facility	Total during Phase I	Total during Phase II
Outpatient Consultation Rooms			
1.	Obstetrics & gynaecology	1	2
2.	Pediatrics	1	2
3.	ENT	1	1
4.	Dental	1	1
5.	Eye	1	1
6.	Medicine	1	2
7.	Orthopedics	1	1
8.	General surgery	1	2
Total		08	12
Procedure Rooms			
1.	Labour room	2	3
2.	General/Major OT	1	2
3.	Opthal OT	1	1
4.	Minor OT/Procedure room	1	2
5.	Immunization	1	1
Total		06	09

(b) Bed Mix:

S.No.	Facility	Total during Phase I	Total during Phase II
1.	Single / Private rooms (with one bed each)	5	10
2.	Twin sharing rooms (with two beds each)	14	28

3.	General ward beds	21	42
4.	ICU beds	5	10
5.	NICU beds	3	6
6.	Isolation beds	2	4
Total		50	100
7.	Other beds (To be provided in addition to the Bed Capacity)		
	Triage	2	4
	Observation	2	4
	Dialysis	2	3
	Pre-post labour	3	6
	Pre-post operative	3	6
	Total	12	23

(c) Clinical Specialties:

Phase I	Phase II (in addition to Phase I)
(i) Emergency and trauma; (ii) Dedicated OPD for Medicine, Surgery, Orthopedics, Obstetrics & Gynecology, ENT, Ophthalmology and Dental; (iii) Internal medicine; (iv) General Surgery; (v) Obstetrics & Gynecology including family planning and Post-partum services; (vi) Pediatrics including neonatology and immunization; (vii) Orthopedics; (viii) Critical care / Intensive care (ix) Anesthesia; (x) Ophthalmology; (xi) ENT; (xii) Skin & venereal diseases (xiii) Radiology including Imaging and/or picture archiving and	All clinical services as mentioned in Phase-I, including additional services as below: (i) Psychiatry

<p>communication system (PACS); and</p> <p>(xiv) Dental</p> <p>Note:</p> <ul style="list-style-type: none"> • <i>Tele-ICU services for minimum 2 ICU Beds per 100 Beds to be provisioned in case Operator is not able to provide 24x7 Critical Care specialist cover. Such services to be procured from NABH accredited facility only.</i> • <i>PACS is mandatory if the Concessionaire is not able to provide fulltime Radiologist.</i> 	
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(d) Diagnostics & other para clinical services

Phase I	Phase II (in addition to Phase I)
<p>(i) Laboratory services (hematology, biochemistry, pathology, microbiology);</p> <p>(ii) Radiology services (X-ray and Ultrasonography);</p> <p>(iii) Electrocardiography (ECG);</p> <p>(iv) Tread Mill Test (TMT);</p> <p>(v) Audiometry;</p> <p>(vi) Dialysis services;</p> <p>(vii) Blood Storage Unit; and</p> <p>(viii) Physiotherapy & rehabilitation</p>	<p>All diagnostics & other para clinical services as mentioned in Phase I including additional services as below:</p> <p>(i) CT Scan; and</p> <p>(ii) Pulmonary function test (PFT)</p>

(e) Support Services:

- (i) Administration
- (ii) Pharmacy
- (iii) Ambulance
- (iv) CSSD
- (v) Laundry
- (vi) Kitchen & pantry
- (vii) Mortuary
- (viii) Biomedical waste management

- (ix) HVAC
- (x) Security

SCHEDULE 4

SPECIFICATIONS AND STANDARDS

1. The Concessionaire shall comply with the specifications and standards set forth in this Schedule 4 while fulfilling its obligations under the Concession Agreement. For the avoidance of any doubt, the Concessionaire shall, in addition to the standards specified in this Schedule, adopt any other relevant standards required to be adopted in accordance with Applicable Laws and good industry practice.
2. For the purposes of Construction Works, the Concessionaire shall rely on the bills of quantities approved by the Independent Engineer in accordance with Annexure 1 of Schedule 4, Annexure 2 of Schedule 4 and Good Industry Practice.
3. **Standards to be followed for designing and construction of the Hospital**
 - (a) National Building Code of India (NBC) guidelines issued by Bureau of Indian Standards in 2016 (the latest published version);
 - (b) Indian standards such as National Accreditation Board for Hospitals and Healthcare Providers (NABH), Indian Public Health Standards (IPHS), National Quality Assurance Standards (NQAS) and Standard No. CEA/Hospital-003 issued under the Clinical Establishments (Registration and Regulation) Act, 2010, where applicable for space and services requirements of various clinical and service areas as applicable;
 - (c) International standards such as American Institute of Architects (AIA) and ASHRAE Standards for Heating, Ventilation and Air-Conditioning (“HVAC”);
 - (d) ISO 15189:2012 (Medical laboratories – particular requirement for quality and competence) by National Accreditation Board for Testing and Calibration Laboratories (NABL);
 - (e) Hospital’s Medical Gas Pipeline System (MGPS) shall conform to Health Technical Memorandum (HTM)-02-01: Medical gas pipeline systems Part A for Design, Installation, Validation and Verification and NFPA’s (Medical Gas and Vacuum Systems Installation Handbook;
 - (f) Applicable guidelines of Atomic Energy Regulatory Board such as Regulatory Requirements for Diagnostic Radiology Facilities and Guidelines for Shielding of X-Ray Installations and other applicable safety codes.
 - (g) In addition to the above, Concessionaire shall also comply with the specifications set out in Annexure III “HOSPITAL BUILDING SPECIFICATION” for Hospital Building.
 - (h) In addition to the above, Concessionaire shall also comply with the specifications set out in Annexure IV “STAFF ACCOMMODATION BUILDING SPECIFICATION” for Staff Accommodation.
 - (i) Environmental Sustainability Plan including:

- (i) Manual on norms and standards for environment clearance of large construction projects, Ministry of Environment, Forest and Climate Change (MoEF) guidelines as applicable (Source: http://envfor.nic.in/divisions/iass/Construction_Manual.pdf);
- (ii) IFC Performance Standards (1 through 8) on Environmental and Social Sustainability, January 2012 available at (http://www.ifc.org/wps/wcm/connect/115482804a0255db96fbffd1a5d13d27/PS_English_2012_Full-Documents.pdf?MOD=AJPERES), as may be modified and updated from time to time;
- (iii) IFC Environmental, Health, and Safety Guidelines for Health Care Facilities (<http://www.ifc.org/wps/wcm/connect/bc554d80488658b6b6e6f66a6515bb18/Final%2B-%2BHealth%2BCare%2BFacilities.pdf?MOD=AJPERES&id=1323161961169>), as may be modified and updated from time to time; and
- (iv) IFC Environmental, Health, and Safety General Guidelines (<http://www.ifc.org/wps/wcm/connect/554e8d80488658e4b76af76a6515bb18/Final%2B-%2BGeneral%2BEHS%2BGuidelines.pdf?MOD=AJPERES>), as may be modified and updated from time to time.

4. Standard to be followed for O&M of Hospital

- (a) National Accreditation Board for Hospitals & Healthcare Providers (NABH). Accreditation Standards for Hospitals;
- (b) Health Technical Memorandum (HTM)-02-01: Medical gas pipeline systems Part-A and NFPA's (Medical Gas and Vacuum Systems Installation Handbook; ISO 7396-2:2007, ISO 9170-1:2008; ISO 9170-2:2008, ISO 10083:2006, ISO 10524 Part 1, ISO 11197:2004 and ISO 15002:2015;
- (c) ASHRAE Standards for Heating, Ventilation and Air-Conditioning (HVAC);
- (d) ISO 15189:2007 (Medical laboratories – particular requirement for quality and competence) by National Accreditation Board for Testing and Calibration Laboratories (NABL)
- (e) Compliance with the suppliers' maintenance manuals and guidelines for the equipment;
- (f) IFC norms:
 - (i) IFC Performance Standards (1 through 8) on Environmental and Social Sustainability, January 2012 available at (http://www.ifc.org/wps/wcm/connect/115482804a0255db96fbffd1a5d13d27/PS_English_2012_Full-Documents.pdf?MOD=AJPERES), as may be modified and updated from time to time;

- (ii) Environmental, Health, and Safety Guidelines for Health Care Facilities (<http://www.ifc.org/wps/wcm/connect/bc554d80488658b6b6e6f66a6515bb18/Final%2B-%2BHealth%2BCare%2BFacilities.pdf?MOD=AJPERES&id=1323161961169>), as may be modified and updated from time to time; and
- (iii) Environmental, Health, and Safety General Guidelines (<http://www.ifc.org/wps/wcm/connect/554e8d80488658e4b76af76a6515bb18/Final%2B-%2BGeneral%2BEHS%2BGuidelines.pdf?MOD=AJPERES>), as may be modified and updated from time to time.

5. Safety requirement standards

- (a) Building and Fire safety: National Building Code of India (NBC) guideline issued by Bureau of Indian Standards and as per Section 3.3 of the IFC General EHS guidelines specified below;
- (b) Patient Safety: National Accreditation Board for Hospitals & Healthcare Providers (NABH) standards for Hospitals and World Health Organization (WHO) best practices for Injection Safety;
- (c) Staff Safety: Occupation Safety and Health Administration (OSHA) issued by the United States Department of Labour;
- (d) Radiation Safety: All applicable guidelines of Atomic Energy & Regulatory Board (AERB);
- (e) Infection Prevention: Centres for Disease Control and Prevention (CDC) guidelines for disinfection and sterilisation activities in healthcare facilities; and
- (f) IFC norms:
 - (i) Environmental, Health, and Safety Guidelines for Health Care Facilities (<http://www.ifc.org/wps/wcm/connect/bc554d80488658b6b6e6f66a6515bb18/Final%2B-%2BHealth%2BCare%2BFacilities.pdf?MOD=AJPERES&id=1323161961169>), as may be modified and updated from time to time; and
 - (ii) Environmental, Health, and Safety General Guidelines (<http://www.ifc.org/wps/wcm/connect/554e8d80488658e4b76af76a6515bb18/Final%2B-%2BGeneral%2BEHS%2BGuidelines.pdf?MOD=AJPERES>), as may be modified and updated from time to time.

6. Minimum space requirement for key areas

The Concessionaire shall design and construct the Hospital Building in accordance with the minimum area requirements specified below. For the avoidance of doubt, the Concessionaire shall be free to provide for a greater area for any of the below mentioned facilities.

Facilities/service areas	Area requirement
Front office waiting space	Higher of 400 Sq. Ft or 1 sq.ft. per visitor
Counter working space and circulation space	65 sq.ft.
Receptionist counter	1.2 mt long
Floor space for ICU beds	269 to 323 sq.ft. per bed (this includes support services)
Floor space for paediatric ICU beds	108 to 129 sq.ft. per bed
Floor space for high dependency unit	215 to 258 sq.ft. per bed
Floor space for general ward	161 to 194 sq.ft. per bed
Minimum distance between centres of two beds	2.5 mt.
Minimum clearance at foot end of each bed	1.2 mt.
Minimum area for apertures (windows/ventilators)	20% of the floor area (if on same wall) 15% of the floor area (if on opposite walls)
Corridors width	a. General atleast 2.4 mt. wide b. For OT area only 2.85 mt wide
Clear roof height in general	3.6 mt measured at any point from floor to roof
General operation theatre (OT)	32 sq.mt.
Lithotripsy - procedure cum operating room (without need for anaesthesia)	24 sq.mt
Minimum distance between centres of two ICU beds	3.5 mt.
Minimum clearance between head of bed to the wall	0.25 mt.
Minimum floor space per bed in a ward/ room (excluding allowance for support services, bathroom, etc.)	7 sq.mt.
Minimum floor space per bed in emergency/ acute ward/ rooms (excluding allowance for support services, bathroom, etc.)	10.5 sq.mt.
Minimum floor space per bed in isolation ward/ rooms (excluding allowance for support services, bathroom, etc.)	12 sq.mt.
Minimum floor space per bed in ICU ward/ rooms (excluding allowance for support services, bathroom, etc.)	20 sq.mt.
CSSD	{For Bed Capacity of 100: 70 sq.mt. For Bed Capacity of 200: 140 sq.mt.}
Pharmaceutical and consumable stores	{For Bed Capacity of 100: 50 sq.mt.

Facilities/service areas	Area requirement
	For Bed Capacity of 200: 100 sq.mt. } ²
Mortuary	50 sq.mt.
Clear roof height for OT	4 m. measured at any point from floor to roof
Super speciality OT (operating room area) for orthopaedics (with C-Arm/ fluoroscopy unit), cardiology (with cath lab), CTVS, neurosurgery and other tertiary care interventions	58 sq.mt. or 625 Sq.ft. per operating room (assuming one Table per operating room)
Other space requirements for OT: zoning required	1. Protective zone: Includes reception, waiting area, trolley bay, changing room 2. Clean zone: Includes preoperative room, recovery room, plaster room, staff room and stores 3. Sterile zone: OT suite, scrub room, anaesthesia induction room, set-up room 4. Disposal zone: Dirty utility room, disposal corridor
Ramp	Slope of 1:12 to 1:18
Emergency bed and surrounding space	10.5 sq.mt./ bed: in addition circulation space of 30% for nurse station, doctor duty room store, clean and dirty utility, dressing area, toilet etc.
Labour room (labour table and surrounding areas)	10.5 sq.mt. or 113 Sq.ft./ labour table and 3.5 sq.mt. or 37.67 Sq.ft. for toilet.
Pharmacy	The size should be adequate to contain 5 percent of the total clinical visits to the OPD in one session at the rate of 0.8 m2 per patient.
Laboratory – Clinical biochemistry	40 sq.ft. (additional 10 sq.ft.. for Biomedical Waste)
Laboratory – Clinical pathology / cyto Pathology / haematology	30 sq.ft. and Washing area for each
Histopathology	100 sq.ft. for block and gross storage including Grossing and washing area

² Note: Retain as applicable.

Facilities/service areas	Area requirement
Microbiology - Bacteriology & parasitology	60 sq.ft.
Microbiology – Mycology	30 sq.ft.
Microbiology - Mycobacteriology	75 sq.ft.
Microbiology – Virology	100 sq.ft.
Microbiology - Immunoserology	30 sq.ft.
Microbiology - Molecular biology	100 sq.ft.
Radiology - Wall thickness	2mm lead equivalent
Radiology - Glass partition between the X-ray room and control panel room	Through lead glass of at least 2mm thickness
Radiology - CT scan / MRI scan unit	110 to 120 sq.mt.
OPD waiting area	1 sq.ft./per average daily patient with minimum 400 sq.ft. of area
OPD doctor's chamber	12.0 sq.mt. 129.17 Sq.ft.
Minor OT	20 sq.mt.
NICU (Neonatal intensive care unit)	11.22 sq.mt.
Isolation room	18.58 sq.mt.
Private room (1 bed)	20-22 sq.mt.
Semi private (2 bed)	10-11 sq.mt. per bed
General ward (maximum of 10 beds)	10-12 sq.mt. per bed

Measurement abbreviations used in the table above:

- Meter: mt / m
- Millimeter: mm
- Foot/ Feet: ft
- Square meter: sq.mt.
- Square feet: sq.ft.

ANNEXURE I

HOSPITAL BUILDING SPECIFICATION

{Hospital building specifications are attached separately}

ANNEXURE II

STAFF ACCOMMODATION BUILDING SPECIFICATION

{Staff accommodation building specifications are attached separately}

SCHEDULE 5

HUMAN RESOURCE REQUIREMENT

1. The Concessionaire shall deploy at least the following human resources at the Hospital for provision of medical, paramedical and support services. For the avoidance of any doubt, the requirements specified in this Schedule 5 are minimum, and the Concessionaire shall be required to deploy adequate human resources at the Hospital in accordance with Applicable Laws and Good Industry Practices (such as IFC Performance Standard 2 requirements) in light of the specialties offered at the Hospital and the number of Patients availing Healthcare Services at the Hospital. The concessionaire shall formulate and implement an Human Resource Management Systems in line with Good Industry Practices such as IFC Performance Standard 2 requirements.
2. The Concessionaire shall at all times during the Concession Period be required to maintain, with respect to doctors, nurses and Beds a ratio of at least 1:4:10, in each shift during all Phases.
3. The Concessionaire shall appoint the following categories of doctors as may be required in accordance with Good Industry Practice:
 - (a) Senior consultants: MD/ MS, DNB, MCh, DM;
 - (b) Consultants: MD/ MS, DNB, MCh, DM;
 - (c) Senior residents: MBBS with minimum 5 years of post-qualification experience in providing clinical services; and
 - (d) Junior residents: MBBS.
4. The nurses appointed by the Concessionaire shall possess the following qualifications:
 - (a) Nursing superintendent: M.Sc. (Nursing) with at least 5 years' experience/ B.Sc. (Nursing) with at least 7 years' experience;
 - (b) Deputy nursing superintendent: M.Sc. (Nursing) with at least 3 years' experience / B.Sc. (Nursing) / Diploma (Nursing)/ GNM with at least 5 years' experience;
 - (c) Senior nurses: B.Sc. / GNM / Diploma (Nursing) with at least 3 years' experience; and
 - (d) Shift duty nurses: GNM /Diploma (Nursing) with at least 1 year experience or ANM with at least 3 years' experience.
5. The Concessionaire shall appoint the following technicians as may be required in accordance with Good Industry Practice:
 - (a) OT technicians;
 - (b) Laboratory technicians;
 - (c) Radiology technicians;
 - (d) Dialysis technicians;
 - (e) Emergency trained experts / technicians;
 - (f) Critical care technicians;

- (g) Cath lab technicians;
 - (h) Physiotherapist; and
 - (i) Pharmacist.
6. The Concessionaire shall appoint the following support and administrative staff as may be required in accordance with Good Industry Practice, including:
- (a) Administration and managerial staff for O&M of the Hospital;
 - (b) Housekeeping staff;
 - (c) Security personnel;
 - (d) Kitchen staff;
 - (e) Laundry staff;
 - (f) Duty drivers.
7. The Concessionaire shall deploy minimum number of clinical specialists at the Hospital in accordance with the below set requirements.

{Applicable to Bhawanipatna (Kalahandi) and Bhadrak}

Specialty	Qualification	Minimum Experience	Total during Phase I	Total during Phase II
Medicine	MD DNB Medicine	Senior Consultants- 5 years of Experience. Consultants- 2 years of Experience	1	2
General surgery	MS/ DNB General Surgery		1	2
Obstetrics & gynaecology	MS/DNB/Diploma (DGO) in Obstetrics & gynaecology		1	3
Paediatrics	MD /MS/ DNB Paediatrics / PG Diploma in Child Health (DCH)		1	2
Neonatology	DM / DNB Neonatology		1	1
Anaesthesia	MD/MS/DNB Anaesthesiology / PG diploma in Anaesthesiology		1	2
Ophthalmology	MS/MD/DNB/ Diploma Ophthalmology		1	1
Orthopaedics	MS/DNB/Diploma in Orthopaedics		1	1
Radiology*	MD/DNB/Diploma Radio-diagnosis		1	1
Critical Care	MD/FNB in Critical care medicine/ MD/MS/DNB/ PG diploma in anaesthesiology with at least 3 months		1	2

	formal training in Critical Care			
Pathology*	MD / DNB/ Dip. Pathology/ PG diploma in clinical pathology		1	1
ENT (Otorhinolaryngology)	MS/DNB/PG Diploma/ Diploma in ENT		1	1
Dental	BDS		1	1
Dermatology	MD/DNB/Diploma in Dermatology		1	1
Psychiatry	MD/DNB/Diploma Psychiatry		Not applicable	1

* Not applicable, in case outsourced to an O&M Contractor in accordance with the Agreement and Schedule 22.

SCHEDULE 6

EQUIPMENT AND SPECIFICATIONS

1. The Concessionaire shall be responsible for providing functional Equipment for patient care areas and non-patient care areas, vehicles for transportation and furniture and fittings at the Hospital in accordance with this Schedule 6.
2. The Concessionaire shall procure new and unused equipment only, and such equipment must not have been refurbished.
3. All the medical equipment procured by the Concessionaire shall be required to have been certified by the United States Food & Drug Administration (“USFDA”) or possess a European Conformity (“CE”) mark unless required under this Schedule 6 to be certified by USFDA as well as possess a CE mark.
4. The Concessionaire shall procure Equipment which at the time of procurement, is under production and should have been launched in the market by its manufacturer not later than 5 years from the date of such procurement by the Concessionaire.
5. The Concessionaire shall provide at least the following Equipment. For the avoidance of doubt, the Concessionaire shall be free to install additional equipment as may be required in accordance with Good Industry Practice.

Key equipment requirement for patient care areas

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
A	Outpatient Area		
	Consultation room – ENT OPD		
(i)	ENT chair with work station	1	1
(ii)	Otoscope	1	1
(iii)	Head light unit	1	1
(iv)	Nasopharyngoscope with light source	1	1
(v)	Audiometer	1	1
(vi)	Instrument set	1	1
(vii)	Tuning fork	1	1
(viii)	Laryngoscope	1	1
	Consultation room – Dental OPD		
(i)	Dental chair with mini X-ray & instrument	1	1
(ii)	Airotar	1	1
(iii)	Instrument set	1	1
(iv)			
	Consultation room – Opthal OPD		
(i)	Slit lamp	1	1
(ii)	Applanation tonometer	1	1
(iii)	Keratometer	1	1
(iv)	Examination Chair with light source	1	1
(v)	Indirect ophthalmoscope	1	1
(vi)	Direct ophthalmoscope	1	1

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
(vii)	Retinoscope	1	1
	OP Procedure rooms		
(i)	Minor procedure table	2	2
(ii)	Ot spot light	2	2
(iii)	Procedure kits	4	4
(iv)	Suction apparatus	2	2
(v)	Crash cart	2	2
B	Dialysis		
(i)	Dialysis units	2	3
(ii)	Dialysis fluid filter	2	3
(iii)	Reverse osmosis plant	1	1
(iv)	Automatic dialysis reprocessing unit	1	1
(v)	Monitors (ECG, NIBP, SpO2)	2	3
(vi)	Suction apparatus	1	1
(vii)	Crash cart and Defibrillator	1	1
C	Radiology and imaging		
(i)	X-ray	1	2
(ii)	Portable X-ray	1	1
(iii)	USG	1	1
(iv)	CT scan (16 Slice)	0	1
(v)	Auto film processor	1	2
D	Cardiac diagnostics		
(i)	ECG	1	2
E	Pulmonary diagnostics		
(i)	PFT	0	1
F	Laboratory		
(i)	Fully automatic clinical analyser	1	1
(ii)	Semi automated analyser	0	1
(iii)	Electrolyte analyser	1	1
(iv)	Cell Counter (5 part Differential)	1	1
(v)	Microscope	1	2
(vi)	VDRL rotator	1	2
(vii)	Cell separator	1	1
(viii)	Digital heamoglobinometer	1	1
(ix)	Urine analyser	1	1
(x)	Cogulometer	1	1
(xi)	Cell washing system	1	1
(xii)	Plasma expressor automated	1	1
(xiii)	Fully Automated ID system	1	1
(xiv)	Automated blood culture system	1	1
(xv)	Binocular microscope	1	1
(xvi)	Blood gas analyzer	1	1
(xvii)	Incubator	1	1
(xviii)	Hot air oven	1	1
(xix)	Centrifuge machine	1	2
(xx)	Electronic balance	1	1
(xxi)	Lab autoclave	1	1
(xxii)	Blood Storage refrigerator (20 to 40 bags)	1	2
(xxiii)	Distilled Water equipment	1	1
G	Emergency department		

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
	Emergency Triage		
(i)	Multipara monitor	2	4
(ii)	Crash Cart with defibrillator	1	2
H	Emergency observation		
(i)	ECG	1	1
(ii)	Suction apparatus	1	1
(iii)	Syringe infusion pumps	2	4
(iv)	Monitors (ECG, NIBP, SPO2)	2	4
(v)	Medicine fridge	1	1
(vi)	Ventillator	1	1
I	Physiotherapy		
(i)	Shortwave diathermy	1	1
(ii)	Ultrasound therapy unit	1	2
(iii)	Muscle stimulator	1	2
(iv)	TENS	1	1
(v)	interferential Therapy Unit	1	2
(vi)	Tilt table	1	2
(vii)	Continuous passive movements machine	1	1
(viii)	Wax bath	1	2
J	ICU		
(i)	Bed side Monitors	5	10
(ii)	Syringe infusion pumps	10	20
(iii)	Crash cart with Defibrillator	1	2
(iv)	Ventilator	2	4
(v)	Nebuliser	5	10
(vi)	Central station	1	2
(vii)	Pulse oxymeter	1	2
(viii)	Suction apparatus	1	2
K	Labor Area and NICU		
	Pre-post Labor area		
(i)	Syringe infusion pumps	3	6
(ii)	Suction apparatus	2	3
(iii)	Monitors (ECG, NIBP, SPO2)	2	3
	Labor room		
(i)	Scrub stations	1	2
(ii)	Labor table	2	3
(iii)	Delivery room Light	2	3
(iv)	Suction apparatus	2	3
(v)	Assisted delivery equipment	2	3
(vi)	Instrument set	3	6
(vii)	Baby warmers	3	6
(viii)	Crash cart with defibrillator	1	2
	Baby room		
(i)	Baby bassinet	4	6
(ii)	Baby warmer	2	4
(iii)	Formula room apparatus	1	2
	NICU/Incubator room		
(i)	Incubator	1	1
(ii)	Phototherapy unit	4	6

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
(iii)	Baby warmer	4	6
(iv)	Suction apparatus	1	2
(v)	Neonatal monitors	1	2
(vi)	Nebuliser	4	6
L	Operation theatre		
	Pre-operative area		
(i)	Scrub stations	1	1
	Operation theatre area		
(i)	OT table	2	3
(ii)	OT table (opthal)	1	1
(iii)	Phaco emulsifier	1	1
(iv)	OT lights (shadowless, led)	2	3
(v)	OT lights (opthal)	1	1
(vi)	C-arm	0	1
(vii)	Multi para monitor	2	3
(viii)	Transport monitor	1	2
(ix)	Suction apparatus	2	4
(x)	Anesthesia work station with Ventilator	1	2
(xi)	Syringe infusion pumps	2	4
(xii)	Electro cautery	2	3
(xiii)	Crash cart and Defibrillator	1	2
(xiv)	Flash sterilizer	2	4
	Pre and Post Operative		
(i)	Bed side Monitors	3	6
(ii)	Syringe infusion pumps	6	12
(iii)	Crash cart with Defibrillator	1	2
(iv)	Adult ventilator	1	1
(v)	Nebuliser	3	6
(vi)	Suction apparatus	1	2
M	Isolation room		
(i)	Bed side Monitors	2	4
(ii)	Syringe infusion pumps	4	8
(iii)	Adult ventilator	1	1
(iv)	Crash cart	1	2
(v)	Nebuliser	2	4
(vi)	Suction apparatus	1	2
N	Inpatient area		
(i)	Infusion pumps	5	8
(ii)	Crash cart	10	18
(iii)	Nebuliser	15	27
(iv)	Suction apparatus	5	9

Key equipment for non-patient care areas

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
A	Pharmacy and Stores (including Lab)		
(i)	Fridge	2	3
(ii)	Barcode scanner	1	1

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
B	CSSD		
(i)	Steam sterilizer (Horizontal)	1	2
(ii)	Ultrasonic Instrument washer /cleaner	1	2
(iii)	Flash sterilizer	1	2
(iv)	Drying cabinet	1	2
(v)	Heat Sealing Machine with Trolley	1	2
(vi)	Disinfectant	1	2
C	Laundry		
(i)	Sluice washing machine	1	1
(ii)	Hydro extractor	1	2
(iii)	Drying tumbler	1	2
D	Kitchen		
(i)	Necessary kitchen equipment and utensils	as required	as required
D	Morgue		
(i)	Morgue freezers	2	4
E	Electricals- as per connected load #		
(i)	OT and Labor room UPS	As per requirement	As per requirement
(ii)	ICU UPS		
(iii)	Building emergency lights		
(iv)	Emergency and Procedure Area UPS		
(v)	Generators (500 kVA)	1	2
(vi)	Transformer (600 kVA)	2	2
F	Biomedical Waste Management and House Keeping		
(i)	Waste collection bins	80	150
(ii)	Needle destroyers	30	50
(iii)	Housekeeping mopper set	10	18
(iv)	STP/ETP, WTP & RO	1	1
G	Information technology		
(i)	Nurse call system	1	1
(ii)	Hospital software	1	1
(iii)	EPABX & PA system	1	1
(iv)	CCTV system	1	1

Note: May be changed as per actual load calculation. But the concessioner will need to ensure uninterrupted power supply throughout 24x7x365

Key equipment/utilities for transportation

S.No.	Name of the Department and Equipment	Total during Phase I	Total during Phase II
(i)	Ambulance (Basic life support)	1	2
(ii)	Office van	1	1

Key Furniture and Fittings requirement

- (i) **Patient related areas:** The Concessionaire shall provide adequate furniture at the Hospital to compliment the bed mix and specialty mix including but

not limited to emergency beds, in-patients beds, dialysis beds, ICU beds, stretchers on trolley with oxygen cylinders, couches/chairs for patients' relatives, folding wheel chairs, over bed tables, bedside lockers, dressing trolleys, instrument and Mayo's table trolleys, bedside screens, soiled linen trolleys, cupboards, furniture for nurses stations etc. in accordance with Good Industry Practice.

(ii) **Other service areas:** The Concessionaire shall provide adequate furniture at the Hospital for storage and management of medical records, drug store and pharmacy, administrative offices, engineering offices etc. in accordance with Good Industry Practice.

(iii) **Public areas and living spaces:** The Concessionaire shall provide adequate furniture at the Hospital including but not limited to chairs, television sets, signage/ public notices etc. in accordance with Good Industry Practice.

6. Minimum specification of key Equipment

The following Equipment required to be procured by the Concessionaire in accordance with the provisions of this Agreement shall conform to the minimum specifications set out below. For the avoidance of doubt, the Concessionaire shall be free to procure the following Equipment having higher specifications than the specifications described below.

Department / Equipment	Minimum Specification
Radiology & Imaging	
MRI (Magnetic Resonance Imaging)	<ol style="list-style-type: none"> 1.5 Tesla or more whole body magnetic resonance imaging system optimized for higher performance in cardiac and neuro-radiological examination with short superconducting magnet, high performance gradients and digital radio frequency. Should have all standard accessories, computer, camera, data storage devices and PACS compatible. Must be USFDA and CE certified
CT Scan	<ol style="list-style-type: none"> The machine should be capable of acquiring minimum 16 slices per rotation (unless otherwise specified) and should be DICOM and PACS compatible. Consoles should be able to perform registration, scheduling, protocol selection, volume rendering, volume measurements, multi-planar reconstruction, standard evaluation application and all available post processing functions. Must be USFDA and CE certified
X-Ray	<ol style="list-style-type: none"> The machine should be 300 mA-125 KVP, preferably with a digitizer and that should be dicom compatible. It should also be compatible with all kinds of digital systems, PACS and tele-radiology.

	<ol style="list-style-type: none"> 3. It should have provision for automatic safety system to block unwanted exposure factors beyond the tube rating and digital display of active KVP and mAs. 4. Must be USFDA or CE certified.
<p>Ultrasound 4D with multi frequency transducers of:</p> <ol style="list-style-type: none"> 1. Linear; 2. Sector; 3. Convex; 4. TVS; and 5. Soft tissue. 	<ol style="list-style-type: none"> 1. The machine should be able to perform all diagnostic procedures relating to Obstetrics and gynecology. 2. It should be a multifunction system to measure parameters like distance, circumference, surface, volume, angle, depth, time, heart-rate, velocity, slope etc. 3. It should have an image and video recording system as per Preconception Prenatal Diagnostic Techniques Act, 1994 and rules, regulations, guidelines etc. made thereunder. 4. Must be USFDA or CE certified.
Cardiology	
Cath Lab	<ol style="list-style-type: none"> 1. Latest state of the art technology, single plane ceiling mounted C-arm / G-arm cardiovascular angiography system with flat detector technology digital imaging system for diagnostic procedures and interventional cardiovascular procedures, valvuloplasty and vascular angiography, online DSA and cardiovascular electrophysiology. 2. System should be complete with pressure injector, Hemodynamic & Electrophysiological Study Recorder with programmed extra stimulus stimulator and radio-frequency ablation generator and advanced integrated IVUS. 3. Must be USFDA and CE certified.
ECG	<ol style="list-style-type: none"> 1. It should have a minimum of 12 channels, high resolution LCD screen, computer aided measurement software for adult, pediatric and neonatal ECGs. 2. Lead switching should be manual and automatic. 3. It should have inbuilt memory and data management software to transfer data. 4. Machine should be able to operate on mains as well as battery. 5. Must be USFDA or CE certified.
Defibrillator / Monitor / Recorder	<ol style="list-style-type: none"> 1. It should have facility for ECG monitoring, defibrillation, external pacing (transcutaneous), recording and printing (preferably an inbuilt recorder printing facility of ECG trace and stored information). 2. It should have a facility for automatic external defibrillation for both adults and pediatric patients. 3. It should have ECG waveform display and upgradable option for SPO2 monitoring. 4. It must be USFDA and CE certified.
Echo Doppler with multi frequency	<ol style="list-style-type: none"> 1. It should have a multifunction system to measure of distance, circumference, surface, volume, angle, depth, time, heart rate, velocity, slope etc.

transducers of cardiac and paediatric cardiac	<ol style="list-style-type: none"> 2. It should have all standard accessories, storage devices and data grabbing software. 3. It must be USFDA or CE certified.
Tread Mill	<ol style="list-style-type: none"> 1. The treadmill stress test system should be complete with acquisition of resting and stress ECG, treadmill unit with interface with all the protocols and provision of printing the resting as well as stress ECG and analyzing the same. It should acquire, display and analyze 12/15 simultaneous ECG Leads. 2. It should have facility of on line storage of patient ECG data on hard disk drive (HDD) that can later be transported to external storage devices. Automatic stage and real-time printouts, record can be reviewed before printing. 3. USFDA or CE certified.
Holter recorder & monitor	Holter recorder with analysis protocol and all standard accessories with storage and printing devices USFDA or CE certified.
PFT machine	<ol style="list-style-type: none"> 1. It should be able to measure/do Spirometry and Flow Volume Parameter such as FVC, FEV0.5 FEV1, FEF50, FIF 50, FEF75, MVV, FET & MTT, SVC, Maximum inspiratory capacity, Expiratory Reserve volume. 2. Pre & Post Bronchodilatation comparison 3. Lung Volumes & Sub-divisions. 4. Broncho provocation Test. 5. It must meet latest American Thoracic society (ATS)/ European Respiratory Society (ERS) standards. 6. USFDA or CE certified.
Laboratory	
Automatic clinical analyser	<ol style="list-style-type: none"> 1. Fully Open, Random Access System: The instrument should be capable of all routine, STAT and special biochemical tests including specific proteins, therapeutic drugs (TDM), drugs of abuse, immune tubidimetric Assays and user definable applications in Blood, Serum or Urine. 2. All standard accessories, printing and data storage devices must be present 3. USFDA or CE certified.
Cell Counter (5 part Differential)	<ol style="list-style-type: none"> 1. Fully Open 5 part automated hematology analyzer. Instrument should be capable of all routine, STAT and special hematological tests. 2. USFDA or CE certified.
Cell Counter (3 part Differential)	<ol style="list-style-type: none"> 1. Fully Open 3 part automated haematology analyser. The instrument should be capable of all routine, STAT and special hematological tests. 2. USFDA or CE certified.
Blood Gas Analyzer	<ol style="list-style-type: none"> 1. Fully automatic, upgradeable, fast electrolyte analyzer. Essential Measured parameters to include pH, pCO₂, pO₂, SaO₂, tHb, Barometric Pressure, Na⁺, K⁺, Ca⁺⁺, Cl⁻ and preferably facility for upgradation.

	<ol style="list-style-type: none"> 2. Calculated parameters should include BE, BE ecf, HCO₃, Lactate, Anion Gap etc. 3. FDA or CE certified.
Electrolyte Analyser	<ol style="list-style-type: none"> 1. Compact system for measuring five Electrolytes like Na, K, Li, Ca and Cl in blood. 2. All should be measured in a single injection / aspiration of Sample. 3. USFDA or CE certified.
Automated sample Culture System	<ol style="list-style-type: none"> 1. The system should be capable of culture and detection of bacteria, fungi and mycobacteria from blood and sterile body fluids. Should be capable of processing both adult and pediatric samples. 2. The system should use leak proof and non-invasive system to avoid contamination of equipment and environment. 3. The culture bottles should have high stability and long shelf life. 4. The system should have facilities for data management and storage and Quality control 5. USFDA or CE certified.
Binocular Microscope	<ol style="list-style-type: none"> 1. Binocular body, 360° rotatable head. 2. Eyepieces should be of highest quality wide angle anti fungus field eyepiece. 3. Should have provision for Parfocal, anti-fungus coated 4x, 10x, 40x and 100x Optical system-infinity corrected 4. Preferably to have built-in white light source for best vision and clarity. 5. USFDA or CE certified.
Elisa Reader & Washer	<ol style="list-style-type: none"> 1. Digital light control 8 measurement channels including 1 reference. 2. Single and dual wavelength measurement with facility for kinetic 3. USFDA or CE certified.
Bio-safety cabinet	<ol style="list-style-type: none"> 1. Direction of flow of air should be horizontal. 2. 2 HEPA Filter with Retention 0.22 Micron and Efficiency 99.97 with Ultra clean glass fibre paper having Epoxy coated CRCA frame casing with finely corrugated aluminium foils separators. 3. USFDA or CE certified.
Endoscopy	
Endoscope unit (Upper GI, Lower GI, ERCP)	<ol style="list-style-type: none"> 1. Fiber optic scopes with light sources and other accessories to be provided for Upper GI, Lower GI and ERCP. Capable of HD video processor with excellent high resolution light source 2. Should be light weight, PAL type video signal, protection against electrical shock, should have controls for colour adjustment and balance settings. 3. Latest computer system for imaging and documentation system. Facility for data download to external drive 4. USFDA and CE certified.

OT Equipment	
C-Arms	<ol style="list-style-type: none"> 1. It should be compact unit and should allow unobstructed positioning and ease of operative intervention. 2. Should have various handles for positioning and movement, X ray high frequency generator, fluoroscopic settings, DICOM and PACS compatibility, advanced image quality, ease of use and safety, surgeon friendly, radiation safety features as per AERB requirements. 3. Facility of locking movement with easy to turn handles on control unit. 4. USFDA and CE certified.
Anaesthesia machine with ventilator	<ol style="list-style-type: none"> 1. It should have integrated suction, auxiliary oxygen flow meter, integrated active AGS system and integrated Indicator. Provision to connect oxygen, air & nitrous oxide directly to system. 2. Should have pressure gauges for cylinders and central supply lines strategically mounted for best visibility. 3. Integrated circle absorber with unidirectional and airway pressure relief valves, integrated sensing mechanism suitable for adult as well as paediatric patients. 4. Should have anesthesia ventilator with latest attachment for pediatric and adult. It should have an integrated vital para monitoring system. 5. USFDA and CE certified.
Electro cautery	<ol style="list-style-type: none"> 1. It should have 2 distinct frequencies i.e. Mono-polar and Bi-polar with independent control for cutting/coagulation and fulguration. 2. Linear intensity control (calibrated power output knob). Equipment should be usable with laparoscopic monopolar and bipolar instruments if the need be, for which programmes and standard accessories must be available. 3. USFDA and CE certified.
Urology	
ESWL	<p>Integrated Extracorporeal Shock Wave Lithotripter (ESWL) for treatment of urinary stones in adult and children. The system should provide anaesthesia-free treatment and should have integrated X-ray and ultrasound localization facilities. The system should be integrated and stationary. The system should comprise the following:</p> <ol style="list-style-type: none"> 1. Shock wave system: <ol style="list-style-type: none"> a. Latest generation electromagnetic shock wave emitter technology, shock wave head with motorized movements to ensure easy targeting without the need to change patient's position or rotating the table for left or right side stones, ECG gated triggering should be possible, facility for at least 12 variable energy levels in 12 or more steps for facilitating low energy & high energy treatments.

	<ul style="list-style-type: none"> b. Treatment table, X-ray system and the shockwave head should be motorized to ensure easy and accurate stone targeting. 2. Stone localization system: Integrated, isocentric fluoroscopy and ultrasonography. <ul style="list-style-type: none"> a. The C-arm, shock-head and patient table must be integrated. The equipment must have C-arm based auto-positioning capability for accurate stone localization after marking of stone location on the fluoroscopy image in two planes. b. All movements of C-arm fluoroscope should be motorized and isocentric c. Simultaneous imaging with X-Ray and Ultrasound system should be possible. d. Localization should be done through an articulating arm ultrasound or in-line ultrasound, iso-centric to the shock wave source for best image quality. Colour Doppler imaging should be available e. Compatible with HIS 7 interface / DICOM 3.0 ready with print, save and modality work list for connecting to PACS. f. Patient data management software enabling entering of patient data, storage and retrieval with print-out of treatment details and image of stone location. 3. Treatment table & accessories: <ul style="list-style-type: none"> a. Ergonomically designed patient table usable for both for ESWL and endourological procedures by allowing full patient access. b. Table should have fully motorized movements of standard dimension that can hold patient weighing up to 200 Kg or more. c. Standard extensions/accessories (manufactured by the principal table manufacturer and not locally sourced) for comfortable supine and lithotomy positioning of adult and children. 4. Patient monitor: Latest generation multi-parameter monitor with ECG, Pulse, NIBP, Pulse oximeter and temperature monitoring systems. 5. Remote Control Panel: Fully automated control panel on bedside and at a remote location behind a lead screen. 6. Patient Information Management System: <ul style="list-style-type: none"> a. Patient data management software enabling entering of patient data, storage and retrieval with printout of treatment details and image of stone location b. User defined templates for diagnosis and therapy, indication of calculi on image for easy documentation, patient history record and acquisition of therapy data, data analysis and statistics c. System Backup: CD-R or DVD-R or USB
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	d. Patient data / image archive: CD-R or DVD-R or -RW or USB
Patient transport	
Ambulance (basic life support)	<ol style="list-style-type: none"> 1. Patient cabin should have following features: <ul style="list-style-type: none"> • Properly ventilated patient cabin, • Adequate power supply arrangements including power backup for support power requirements of the Head lights, Tail lights and the power requirements of Medical equipment etc., • Adequate Patient Cabin space for patient (in comfortable position), at-least one attendant and two paramedics, • Complete flooring free of joints suitable for easy cleaning / scientific fumigation and treatment with disinfectants, • Two(at-least) superior quality Fans and sufficient Lighting arrangement, • Storage space for keeping Medical equipment and consumables required, • Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance. 2. Ambulances shall be equipped with, but not limited to the following: <ul style="list-style-type: none"> • Minimum of two stretchers. One detachable and one automatic foldable. • Suction Devices: <ul style="list-style-type: none"> ○ An engine vacuum operated or electrically powered, complete suction aspiration system, ○ A manual suction device • Bag Mask Ventilation Units (hand operated): One each for adult, paediatric and infant • Nonmetallic Oropharyngeal (Berman type)/ Nasopharyngeal Airways - adult, child and infant sizes. • Oxygen Equipment: <ul style="list-style-type: none"> ○ Portable oxygen equipment: Minimum 360 Liter capacity oxygen cylinder. ○ Permanent On-Board Oxygen Equipment: Hospital type piped oxygen system, ○ Single use, individually wrapped, non-rebreather masks and cannulas in adult and pediatric sizes. • Spinal immobilization devices suitable for adult and pediatric • Pulse oximeter

	<ul style="list-style-type: none"> • Blood pressure measuring device. Blood pressure set, portable, both pediatric and adult • Stethoscopes. • Emesis basin or commercially available emesis container. • Bedpan and urinal. • Two dependable flashlights /emergency light or electric lanterns • Minimum of one fire extinguisher, CO2 or dry chemical or type ABC. • Automatic External Defibrillator (A.E.D.)
Ambulance (advance life support)	<p>Ambulance should be capable of providing treatment of life-threatening medical emergencies through the use of techniques such as endo- tracheal intubations, administration of drugs or intravenous fluids, cardiac monitoring, and electrical therapy by a qualified person.</p> <p>1. Patient cabin should have following features:</p> <ul style="list-style-type: none"> • Properly ventilated patient cabin, • Adequate power supply arrangements including power backup for support power requirements of the Head lights, Tail lights and the power requirements of Medical equipment etc., • Adequate Patient Cabin space for patient (in comfortable position), at-least one attendant and two paramedics, • Complete flooring free of joints suitable for easy cleaning / scientific fumigation and treatment with disinfectants, • Two(at-least) superior quality Fans and sufficient Lighting arrangement, • Storage space for keeping Medical equipment and consumables required, • Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance. <p>2. Ambulances shall be equipped with, but not limited to the following:</p> <ul style="list-style-type: none"> • Ventilation and Airway Equipment: <ul style="list-style-type: none"> ○ Transport Ventilator ○ Portable suction apparatus ○ Portable& Fixed Oxygen equipment with key wrench & trolley ○ Oxygen administration equipment ○ Pocket mask with one-way valve

	<ul style="list-style-type: none"> ○ AMBU Resuscitation Bags: Adult & Paediatrics ○ Intubation equipment set ○ Airways - Nasopharyngeal, Oropharyngeal (adult, child, and infant sizes) ○ Oxygen saturation monitor with different probes for adult and child • Monitoring and Defibrillation <ul style="list-style-type: none"> ○ Automatic external defibrillator ○ Multi parameter monitor ○ End Tidal CO2 Monitor • Infusions - Syringe Pump and IV Lines • Immobilization Devices: <ul style="list-style-type: none"> ○ Cervical collars ○ Head immobilization device ○ Lower extremity traction devices ○ Upper and lower extremity immobilization devices ○ Radio lucent backboards (long, short) and extrication device • Stretchers & Splints: <ul style="list-style-type: none"> ○ Collapsible chair cum trolley stretcher ○ Spine Board ○ Pneumatic Splints • Obstetrical Kit: <ul style="list-style-type: none"> ○ separate sterile kit and baby receiving tray with warmer ○ Thermal absorbent blanket and head cover, aluminum foil roll, or appropriate heat-reflective material (enough to cover new-born) ○ Appropriate heat source for ambulance compartment. • Injury Prevention Equipment: <ul style="list-style-type: none"> ○ Appropriate restraints (seat belts, air bags) for patient, crew and family members ○ Child safety restraints ○ Fire extinguisher ○ Traffic signaling devices (reflective material triangles or other reflective, non-igniting devices) • Sphygmomanometer - infant, pediatric, and adult regular, large and extra large • Stethoscope (pediatric and adult) • Digital Thermometer
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	<ul style="list-style-type: none">• Heavy duty scissors for cutting clothing, belts, and boots• Flashlights (2) with extra batteries and bulbs.
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SCHEDULE 7 APPLICABLE PERMITS

PART A - APPLICABLE PERMITS TO BE OBTAINED AS A CONDITION PRECEDENT

The Concessionaire shall be responsible for procuring all Applicable Permits required for commencement of construction of the Hospital. An indicative list of Applicable Permits required to be procured by Concessionaire as a Condition Precedent is set out below. For the avoidance of any doubt, the below list is indicative and not exhaustive, and the Concessionaire shall procure all other Applicable Permits required to be procured by it under Applicable Laws.

1. Environment clearance under Category “B” of the Environment Impact Assessment Notification, 2006 from State Level Environment Impact Assessment Authority (SEIAA) under Environment (Protection) Act, 1986
2. Consent to establish from the relevant municipal authority/corporation /panchayat as applicable;
3. No-objection certificate for establishment of the Hospital from Department of Health& Family Welfare, Government of Odisha at the relevant district level;
4. Consent to establish from State Pollution Control Board, Odisha;
5. Sanction drawing approval from the relevant municipal authority or any other authority as required under Applicable Laws;
6. Sanction drawing approval from the Fire Department;
7. Permission for setting up of a provisional electricity line from the relevant authority;
8. Permission for digging deep bore well from the relevant authority;
9. Consent from National Highways Authority of India, if required under Applicable Laws;
10. Consent from Airports Authority of India, if required under Applicable Laws;
11. Consent from Bharat Sanchar Nigam Limited, if required under Applicable Laws;
12. Labour license from the District Labour Officer.

**PART B - APPLICABLE PERMITS TO BE OBTAINED FOR COD OF
PHASE-I AND/OR COD OF PHASE-II, AS THE CASE MAY BE**

The Concessionaire shall be responsible for procuring all Applicable Permits required for commencement of commercial operations of the Hospital. An indicative list of Applicable Permits required to be procured by Concessionaire is set out below. For the avoidance of any doubt, the below list is indicative and not exhaustive, and the Concessionaire shall procure all other Applicable Permits required to be procured by it under Applicable Laws as amended from time to time.

1. License under the Odisha Clinical Establishments (Control and Regulation) Act, 1991;
2. PNDT License from the Authority under Pre-conception and Pre-natal Diagnostic Techniques (Prohibition of Sex Selection) Act 1994;
3. MTP License from the Authority under Medical Termination of Pregnancy Act, 1971 (if applicable);
4. License to sell, stock or exhibit or offer for sale or distribute by retail drugs specified in Schedules C and C(1) excluding those specified in Schedule 'X' from Drug Control Board under the Drugs and Cosmetics Act, 1940;
5. Permit to obtain Rectified Spirit / Absolute Alcohol from a Distillery or Warehouse on payment of duty at the Rate of Rupees Per London Proof Litre for industrial use from Excise Department under the Odisha Excise Act, 2008;
6. License to operate Blood Bank/ Blood Storage unit for processing of whole human blood and/ or preparation for sale or distribution of its components from State Blood Transfusion Council under the Drugs and Cosmetics Act, 1940;
7. No Objection Certificate from Fire & Emergency Services from State Fire Service Department;
8. License for Storage of medical gases under the Explosives Act, 1884;
9. Consent to Operate (CTO) from State Pollution Control Board, Odisha under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981;
10. Authorization from State Pollution Control Board, Odisha under Bio-Medical Waste Management Rules, 2016 and Hazardous Waste Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016;
11. MoU / agreement with an authorized agency for use of Common Bio-medical Waste Treatment Facility (CBMWTF);
12. License to operate a lift from the concerned state/district authority under Applicable Laws;
13. Registration of vehicles from State Transport Department under Motor Vehicles Act, 1988;

14. Municipal Corporation Trade License for Hospital and pharmacy under the Orissa Municipal Corporation Act, 2003;
15. Building Completion/ Occupancy Certificate from municipal authority or development authority under Odisha Development Authorities Act,1982;
16. No-objection certificate from Atomic Energy Regulatory Board for layout of the radiology unit, Cath Lab, C-Arm etc. as may be required;
17. GST registration from Government of Odisha;
18. EPF registration from the relevant department under the Employees Provident Funds and Miscellaneous Provisions Act, 1952; and
19. ESI registration from the relevant department under the Employees' State Insurance Act,1948.

SCHEDULE 8

AMOUNT AND FORM OF CONSTRUCTION PERFORMANCE SECURITY

AMOUNT OF CONSTRUCTION PERFORMANCE SECURITY

S No	Location of the Site	District	Construction Performance Security (INR Crores)
1	Angul	Angul	4.1
2	Bhadrak	Bhadrak	2.3
3	Bolangir	Bolangir	4.1
4	Boudh	Boudh	2.3
5	Paralakhemundi	Gajapati	2.3
6	Jharsuguda	Jharsuguda	2.3
7	Bhawanipatna	Kalahandi	2.3
8	Phulbani	Kandhamal	2.3
9	Barbil	Keonjhar	4.1
10	Jeypore	Koraput	4.1
11	Rairangpur	Mayurbhanj	2.3
12	Nabarangpur	Nabarangpur	2.3
13	Puri	Puri	2.3
14	Rayagada	Rayagada	2.3
15	Subarnapur	Subarnapur	2.3
16	Malkangiri	Malkangiri	2.3
17	Nuapada	Nuapada	2.3
18	Kendrapada	Kendrapada	2.3
19	Kamakhyanagar	Dhenkanal	2.3
20	Nayagarh	Nayagarh	2.3
21	Deogarh	Deogarh	2.3
22	Bargarh	Bargarh	2.3
23	Jagatsinghpur/ Paradeep town	Jagatsinghpur	2.3
24	Kalinganagar	Jajpur	2.3
25	Rourkela	Sundargarh	2.3

FORM OF CONSTRUCTION PERFORMANCE SECURITY
[On a Stamp Paper of Appropriate Value]

THIS DEED OF GUARANTEE is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the **Guarantor**, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

THE GOVERNOR OF ODISHA represented by the [Joint Secretary³, Department of Health and Family Welfare, Government of Odisha, with its principal office at [insert address] (hereinafter referred to as the **Authority** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns);

WHEREAS:

- A. The Authority has entered into a concession agreement dated [insert date] (the “**Concession Agreement**”) with [insert name of Concessionaire], a company incorporated under the provisions of the Companies Act, 2013 with its registered office at [insert date] (hereinafter referred to as the **Concessionaire** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).
- B. In terms of the Concession Agreement, the Concessionaire has agreed to undertake {development of a greenfield hospital located in [insert location], Odisha, on a design, build, finance, operate, and transfer basis (“**Project Hospital**”) and provide Healthcare Services to patients at the Project Hospital.
- C. Pursuant to Clause 9.1.1 of the Concession Agreement, the Concessionaire is required to furnish to the Authority, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to [●] (the “**Guaranteed Amount**”) as security for the due performance or discharge of the Concessionaire’s obligations and liabilities during subsistence of the Construction Performance Security Period, including any amounts due and payable by the Concessionaire as liquidated damages in accordance with the provisions of the Concession Agreement.
- D. At the request of the Concessionaire and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Concessionaire of its obligations and liabilities under and in accordance with the Concession Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

³ [Note to Draft- Whether the Principal Secy. or the Joint Secy. will represent the Authority. Subject to confirmation.]

1. Capitalised terms used herein but not defined shall, unless repugnant to the context or meaning thereof, have the meaning ascribed to them in the Concession Agreement.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to the Authority the payment in full of all amounts at any time that may be due, owing or payable to the Authority by the Concessionaire for the failure of the Concessionaire to duly and/or punctually perform all of its obligations under the Concession Agreement during the Construction Performance Security Period (“**Guarantee**”), without any demur, reservation, protest or recourse, immediately on receipt of a demand from the Authority.
3. The Guarantee is given on consideration received from the Concessionaire (the receipt and sufficiency of which is hereby acknowledged). The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount. The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by the Authority against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives the full amount due hereunder as if no such withholding had occurred.
4. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by the Authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
5. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Concession Agreement or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Concessionaire or any change in ownership of the Concessionaire or any purported assignment by the Concessionaire or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.
6. Further, this Guarantee is in no way conditional upon any requirement that the Authority shall first attempt to procure the Guaranteed Amount from the Concessionaire or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.
7. In order to give effect to this Guarantee, the Authority shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this

Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or the Authority:

- (a) any time or waiver granted to, or composition with, the Concessionaire or any other Person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Concessionaire or any other Person;
 - (c) any variation of the Concession Agreement so that references to the Concession Agreement in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Concession Agreement or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Concessionaire's obligations during the Concession Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - (f) any part performance of the Concession Agreement by the Concessionaire or by any failure by the Authority to perform any of its obligations under the Concession Agreement, including payment of fees due and payable by the Authority for the treatment of the Select Patients.
8. If, and to the extent that for any reason the Concessionaire enters or threatens to enter into any proceedings in insolvency, bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Concessionaire of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to the Authority on demand.
9. So long as any amount is due from the Concessionaire to the Authority, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Concessionaire, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Concessionaire or any such other Person in competition with the Authority. If the Guarantor receives any payment or benefit in breach of this Clause 9, it shall hold the same upon trust for the Authority.

10. This Guarantee shall be obtained and renewed annually until the completion of the Construction Performance Security Period. Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from the Authority, such notice to be issued promptly upon such occurrence.
11. The Guarantor represents and warrants to the Authority that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will:
(i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bhubaneswar at [*insert address*].
12. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Authority in exercising any right, power or privilege hereunder and no course of dealing between the Authority and the Guarantor, or the Concessionaire, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
13. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the Authority would otherwise have. No notice to or demand on the Guarantor in any

case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Authority to any other or further action in any circumstances without notice or demand.

14. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with the Authority to replace the invalid, illegal or unenforceable provision.
15. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
16. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and the Authority shall constitute a single binding agreement.
17. The Authority may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
18. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon the Authority, at **[insert address]**; and
 - (b) upon the Guarantor, at **[insert address]**.
19. Any demand, notice or communication would have been deemed to have been duly served:
 - (a) if delivered by hand, when left at the proper address of services; and
 - (b) if given or made by pre-paid registered post or facsimile, when received.
20. Either party may change the above address by prior written notice to the other party.
21. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Bhubaneswar.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by **[insert name of Bank]** Bank, by **[insert name of branch]** Branch by hand

Of **[insert name of signatory]**

It's **[insert designation]** and duly authorized representative

Authorized by [Power of Attorney dated **[insert date]**] OR [Board resolution dated **[insert date]**].

SCHEDULE 9

AMOUNT AND FORM OF OPERATION PERFORMANCE SECURITY

AMOUNT OF OPERATION PERFORMANCE SECURITY

HOSPITAL NO	SITE LOCATION	DISTRICT	PROJECT	OPERATION PERFORMANCE SECURITY (INR CRORES)
1	Jeypore	Koraput	Cluster Project A	2.00
2	Puri	Puri	Cluster Project A	1.40
3	Bolangir	Bolangir	Cluster Project B	2.00
4	Jharsuguda	Jharsuguda	Cluster Project B	1.40
5	Angul	Angul	Cluster Project C	2.00
6	Barbil	Keonjhar	Cluster Project C	2.00
7	Bhawanipatna	Kalahandi	Individual Project A	1.40
8	Bhadrak	Bhadrak	Individual Project B	1.40
9	Rayagada	Rayagada	Individual Project C	1.40
10	Phulbani	Kandhamal	Individual Project D	1.40
11	Boudh	Boudh	Individual Project E	1.40
12	Nuapada / Khariar Road	Nuapada	Individual Project F	1.40
13	Malkangiri	Malkangiri	Individual Project G	1.40
14	Nabrangpur	Nabarangpur	Individual Project H	1.40
15	Subarnapur	Subarnapur	Individual Project I	1.40
16	Paralakhemundi	Gajapati	Individual Project J	1.40
17	Rairangpur	Mayurbhanj	Individual Project K	1.40
18	Kendrapara	Kendrapada	Individual Project L	1.40
19	Kamakhyanagar	Dhenkanal	Individual Project M	1.40
20	Nayagarh	Nayagarh	Individual Project N	1.40
21	Deogarh	Deogarh	Individual Project O	1.40
22	Bargarh	Bargarh	Individual Project P	1.40
23	Jagatsinghpur/ Paradeep town	Jagatsinghpur	Individual Project Q	1.40
24	Kalinganagar	Jajpur	Individual Project R	1.40
25	Rourkela	Sundargarh	Individual Project S	1.40

FORM OF OPERATION PERFORMANCE SECURITY

[On a Stamp Paper of Appropriate Value]

THIS DEED OF GUARANTEE is executed on this *[insert date]* day of *[insert month and year]* at *[insert place]* by *[insert name of bank]* with its head/registered office at *[insert address]*, (hereinafter referred to as the **Guarantor**, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

IN FAVOUR OF:

THE GOVERNOR OF ODISHA represented by the *[Joint Secretary⁴, Department of Health and Family Welfare, Government of Odisha, with its principal office at *[insert address]*]* (hereinafter referred to as the **Authority** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns);

WHEREAS:

- A. The Authority has entered into a concession agreement dated *[insert date]* (the “**Concession Agreement**”) with *[insert name of Concessionaire]*, a company incorporated under the provisions of the Companies Act, 2013 with its registered office at *[insert date]* (hereinafter referred to as the **Concessionaire** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).
- B. In terms of the Concession Agreement, the Concessionaire has agreed to undertake {development of a greenfield hospital located in *[insert location]*, Odisha, on a design, build, finance, operate, and transfer basis (“**Project Hospital**”) and provide Healthcare Services to patients at the Project Hospital.
- C. Pursuant to Clause 9.2.1 of the Concession Agreement, the Concessionaire is required to furnish to the Authority, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to [●] (the “**Guaranteed Amount**”) as security for the due performance or discharge of the Concessionaire’s obligations and liabilities during subsistence of the Operation Performance Security Period, including any amounts due and payable by the Concessionaire as liquidated damages in accordance with the provisions of the Concession Agreement.
- D. At the request of the Concessionaire and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Concessionaire of its obligations and liabilities under and in accordance with the Concession Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

⁴ [Note to Draft- Whether the Principal Secy. or the Joint Secy. will represent the Authority. Subject to confirmation.]

1. Capitalised terms used herein but not defined shall, unless repugnant to the context or meaning thereof, have the meaning ascribed to them in the Concession Agreement.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to the Authority the payment in full of all amounts at any time that may be due, owing or payable to the Authority by the Concessionaire for the failure of the Concessionaire to duly and/or punctually perform all of its obligations under the Concession Agreement during the Operation Performance Security Period (“**Guarantee**”), without any demur, reservation, protest or recourse, immediately on receipt of a demand from the Authority.
3. The Guarantee is given on consideration received from the Concessionaire (the receipt and sufficiency of which is hereby acknowledged).The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by the Authority against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that the Authority receives the full amount due hereunder as if no such withholding had occurred.
4. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by the Authority and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
5. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Concession Agreement or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Concessionaire or any change in ownership of the Concessionaire or any purported assignment by the Concessionaire or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.
6. Further, this Guarantee is in no way conditional upon any requirement that the Authority shall first attempt to procure the Guaranteed Amount from the Concessionaire or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.
7. In order to give effect to this Guarantee, the Authority shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for

this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or the Authority:

- (a) any time or waiver granted to, or composition with, the Concessionaire or any other Person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Concessionaire or any other Person;
 - (c) any variation of the Concession Agreement so that references to the Concession Agreement in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Concession Agreement or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Concessionaire's obligations during the Concession Period; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or
 - (f) any part performance of the Concession Agreement by the Concessionaire or by any failure by the Authority to perform any of its obligations under the Concession Agreement, including payment of fees due and payable by the Authority for the treatment of the Select Patients.
8. If, and to the extent that for any reason the Concessionaire enters or threatens to enter into any proceedings in insolvency, bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Concessionaire of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to the Authority on demand.
9. So long as any amount is due from the Concessionaire to the Authority, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Concessionaire, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Concessionaire or any such other Person in competition with the Authority. If the Guarantor receives any payment or benefit in breach of this Clause 9, it shall hold the same upon trust for the Authority.
10. This Guarantee shall be obtained and renewed annually until the completion of the Operation Performance Security Period. Notwithstanding the foregoing, this

Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from the Authority, such notice to be issued promptly upon such occurrence.

11. The Guarantor represents and warrants to the Authority that:
- (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;
 - (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will:
(i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bhubaneswar at [*insert address*].
12. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of the Authority in exercising any right, power or privilege hereunder and no course of dealing between the Authority and the Guarantor, or the Concessionaire, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
13. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the Authority would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or

constitute a waiver of the rights of the Authority to any other or further action in any circumstances without notice or demand.

14. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with the Authority to replace the invalid, illegal or unenforceable provision.
15. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
16. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and the Authority shall constitute a single binding agreement.
17. The Authority may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
18. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon the Authority, at **[insert address]**; and
 - (b) upon the Guarantor, at **[insert address]**.
19. Any demand, notice or communication would have been deemed to have been duly served:
 - (a) delivered by hand, when left at the proper address of services; and
 - (b) if given or made by pre-paid registered post or facsimile, when received.
20. Either party may change the above address by prior written notice to the other party.
21. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Bhubaneswar.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by **[insert name of Bank]** Bank, by **[insert name of branch]** Branch by hand

Of **[insert name of signatory]**

It's **[insert designation]** and duly authorized representative

Authorized by [Power of Attorney dated **[insert date]**] OR [Board resolution dated **[insert date]**].

SCHEDULE 10

PROJECT COMPLETION SCHEDULE

1. Scheduled completion Date(s) of Phase I & Phase II.

Phase	Scheduled Completion Date
Phase-I	Within 701days from Effective Date (ED).
Phase-II	Within 1809 days from Effective Date (ED).

The Concessionaire shall comply with the scheduled time for completion as set forth in Part II of this Schedule 10 for each of the Project Milestones. Within 15 (fifteen) days of the date of completion of each Project Interim Milestone and Project Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof.

2. Project Milestones for Phase-I & Phase-II:

Phases	Project Milestone	Project Milestones Interim	Key activities required for achievement of Project Milestone	Completion time for Project Milestones
Phase-I	Project Milestone 1	Project Milestone - 1: Initialisation of Construction Works	Setting up of Site office, mobilization of project management team and machinery.	Within 457 days from the Effective Date
		Project Milestone - 2: Completion of foundation work	Completion of earth evacuation and foundation works for the Hospital Building and Staff Accommodation.	
		Project Milestone - 3: Completion of structural works (Part I)	<p>EITHER:</p> <p>(a) Completion of each of the following:</p> <ul style="list-style-type: none"> (i) super structure works (beam, column, slab casting, lift and service shafts etc.); (ii) roof casting of first floor of the Hospital Building and completion of structure; and (iii) roof casting of 50% of the minimum built-up area of Staff Accommodation as set out in Schedule 2; <p>OR</p> <p>(b) Completion of structure and roof casting of 50% minimum built-up area of Hospital Building and Staff Accommodation as set out in 'Schedule-2'.</p>	

		Project Milestone - Interim 4: Completion of structural works (Part II)	Completion of: (a) super structure works (beam, column, slab casting, lift and service shafts etc.) up to top floor of Hospital Building and Staff Accommodation; and (b) roof casting of 100% of the minimum built-up area of Hospital Building and Staff Accommodation as set out in Schedule 2.	
		Project Milestone - Interim 5: Completion of civil works	Completion of: (a) external and internal civil works such as wall partition, external & internal plastering etc. for Phase-I; and (b) underground water tanks for the entire Hospital.	

		Project Milestone - 6: Completion of services works	(a) Installation of the following for the Hospital Building in Phase-I: (i) HT and LT panels; (ii) electrical wiring; (iii) plumbing and related fittings; (iv) fire fighting systems; (v) HVAC; (vi) medical gases pipeline system; (vii) overhead water tanks; (viii) reverse osmosis plant (RO); (ix) water treatment plant (WTP); (x) sewerage treatment plant (STP); (xi) cable networking for communication etc. (b) Installation of the following for the Staff Accommodation in Phase-I: (i) HT and LT panels; (ii) electrical wiring; (iii) plumbing and related fittings; (iv) firefighting systems; (v) overhead water tanks; (vi) water treatment plant (WTP); (vii) cable networking for communication etc.	
		Project Milestone - 7: Completion of finishing works	Completion of the following for the Hospital Building and Staff Accommodation in Phase-I: (i) flooring; (ii) installation of door, windows and false ceiling; (iii) internal and external painting; (iv) signage; and (v) furniture and fittings etc.	

	Project Milestone 2	Project Interim Milestone - 8: Equipment installation and commissioning	Completion of each of the following: (a) Procurement, installation and commissioning of Equipment for Phase-I in accordance with Schedule 6 along with CMC / AMC plans; (b) Procurement, installation and commissioning of lifts along with CMC / AMC plans; and (c) Establishment of Project Facilities for Phase-I in accordance with Schedule 3.	710 days from the Effective Date
		Project interim milestone - 9: Manpower Recruitment & Training	Recruitment, training and orientation of Human Resources as per 'Schedule 5' for operationalization of Phase-I.	
		Project Interim Milestone - 10: Applicable Permits	Obtaining all Applicable Permits required for operationalization of Phase-I.	
		Project Interim Milestone - 11: Dry run and soft launch and achievement of COD of Phase-I	(a) Development of standard operating procedures, work instructions and policies as per NABH guidelines for Phase-I; and (b) Commencement of commercial operations of Phase-I.	
Phase-II	Project Milestone 3	Project Interim Milestone - 12: Completion of civil works	Completion of external and internal civil works such as wall partition, external & internal plastering etc. for Phase-II.	1611 days from the Effective Date

		Project Milestone - 13: Completion of services works	(a) Installation of the following for the Hospital Building in Phase-II: (i) HT and LT panels; (ii) electrical wiring; (iii) plumbing and related fittings; (iv) fire-fighting systems; (v) HVAC; (vi) medical gases pipeline system; (vii) overhead water tanks; (viii) reverse osmosis plant (RO); (ix) water treatment plant (WTP); (x) sewerage treatment plant (STP); (xi) cable networking for communication etc. (b) Installation of the following for the Staff Accommodation in Phase-II: (i) HT and LT panels; (ii) electrical wiring; (iii) plumbing and related fittings; (iv) fire-fighting systems; (v) overhead water tanks; (vi) water treatment plant (WTP); (vii) cable networking for communication etc.	
		Project Milestone - 14: Completion of finishing works	Completion of the following for the Hospital Building and Staff Accommodation in Phase-II: (i) flooring; (ii) installation of door, windows and false ceiling; (iii) internal and external painting; (iv) signage; and (v) furniture and fittings etc.	

	Project Milestone 4	Project Milestone - Interim 15: Equipment installation and commissioning	Completion of each of the following: (a) Procurement, installation and commissioning of Equipment for Phase-II in accordance with Schedule 6 along with CMC / AMC plans; and (b) Establishment of Project Facilities for Phase-II in accordance with Schedule 3.	1809 days from the Effective Date
		Project Milestone - Interim 16: Manpower Recruitment & Training	Recruitment, training and orientation of Human Resources as per 'Schedule 5' for operationalization of Phase-II.	
		Project Milestone - Interim 17: Applicable Permits	Obtaining all Applicable Permits required for operationalization of Phase-II.	

SCHEDULE 11

DRAWINGS

1. The drawing specified in this Schedule 11 is a minimum requirement to be complied with by the Concessionaire for designing and construction of the Hospital. The Concessionaire shall also prepare additional drawings that may be required under Applicable Laws.
2. The Concessionaire shall prior to the preparation of Drawings for construction of Hospital Building and/or Staff Accommodation, as the case may be, in accordance with Paragraph 3 below, undertake geotechnical investigations at the Site to determine bearing capacity of soil, water table, water characteristics and related parameters as may be required for the proposed development of the Hospital.
3. The Concessionaire shall comply with the requirements specified in Schedule 4 and all Applicable Laws in preparation of each of the following (“**Drawings**”):
 - (a) Master Plan;
 - (b) Concept Plan;
 - (c) Design Basis Report (DBR);
 - (d) Detailed structural drawings;
 - (e) Facade design and drawings;
 - (f) Detailed services drawings for:
 - (i) electrical;
 - (ii) plumbing;
 - (iii) sewerage network (in case of the Hospital Building, required to be prepared taking into account the bio-medical waste interface);
 - (iv) HVAC (mandatory only for Hospital Building);
 - (v) firefighting systems; and
 - (vi) lift design (mandatory only for Hospital Building).
 - (g) Municipal and other sanction drawings;
 - (h) Detailed interior drawings;
 - (i) Landscape design;
 - (j) Detailed coordinated working drawings (GFC drawings);
 - (k) External and internal signage designs;
 - (l) Layout drawings of medical gases pipeline system, nurse call system and public announcement system (this sub-paragraph (l) shall be applicable only in relation to the development of the Hospital Building); and
 - (m) Drawing for solar panels (if proposed to be installed by the Concessionaire).

Drawings required for Staff Accommodation:

- (a) Master Plan;

- (b) Concept Plan;
 - (c) Design Basis Report (DBR);
 - (d) Detailed structural drawings;
 - (e) Facade design and drawings;
 - (f) Detailed services drawings for:
 - (i) electrical;
 - (ii) plumbing;
 - (iii) sewerage network;
 - (iv) HVAC (optional);
 - (v) firefighting systems; and
 - (vi) lift design (optional).
 - (g) Municipal and other sanction drawings;
 - (h) Detailed interior drawings;
 - (i) Landscape design;
 - (j) Detailed coordinated working drawings (GFC drawings);
 - (k) External and internal signage designs; and
 - (l) Drawing for solar panels (if proposed to be installed by the Concessionaire).
4. The Concessionaire shall procure and ensure that the Drawings are vetted by the Lead Technical Member prior to such Drawings being submitted by the Concessionaire to the Authority and/or Independent Engineer in accordance with the Agreement. For evidencing the vetting of the Drawings by the Lead Technical Member, the Drawings shall be countersigned by the authorized representative(s) of the Lead Technical Member.
5. The Concessionaire shall, along with the Concept Plan, submit the following to the Authority and the Independent Engineer:
- (a) design methodology;
 - (b) quality assurance procedures; and
 - (c) the procurement, engineering and construction time schedule for completion of the Project in accordance with Schedule 10.
6. As built Drawings
- Within 30 (thirty) days of the COD of Phase-I, the Concessionaire shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the building(s), as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the building and setback lines, if any, of the buildings and structures forming part of the Project.

Upon achieving COD of Phase-II and any further Additional Capacity, as the case may be, the Concessionaire shall be required to submit the updated as-built Drawings in the manner set out above.

SCHEDULE 12

COMPLETION TESTS

The Authority shall arrange the Independent Engineer and the Monitoring Agency to conduct, verify and approve the following activities / tests for quality check and award of Completion Certificate. The activities/tests mentioned in this Schedule are indicative, and the Independent Engineer and the Monitoring Agency reserve the right to add and/or delete any activities/ tests to be successfully undertaken by the Concessionaire for the purpose of awarding the Completion Certificate(s). In addition to the activities/tests specified in this Schedule 12, the Concessionaire shall also undertake test(s) as required under Annexure I of Schedule 4 and Annexure II of Schedule 4. Any amendments in Completion Tests as may be required by the Independent Engineer and/or Monitoring Agency shall be notified to the Concessionaire by the Independent Engineer and/or Monitoring Agency, as the case may be, at least 1 month prior to the date of the Concessionaire's undertaking of such Completion Test.

1. Inspection by the Independent Engineer/ Tests required to be undertaken by the Concessionaire at the instructions of the Independent Engineer:

- (a) Sample testing of construction materials such as concrete/RMC, steel (TMT bar), cement etc. for the purposes of verification of the quality of such material in accordance with Schedule 4;
- (b) Sample testing of bricks proposed to be used by the Concessionaire for construction of the Hospital for the purposes of verification of the quality of such bricks in accordance with Schedule 4;
- (c) Inspection and quality check of external and internal civil works for cracks, loose stones, plaster, chipping, wall partition for recommended space etc. for conformance with the provisions of Schedule 4 and Drawings approved in accordance with the Agreement;
- (d) Inspection of the Hospital Building and the Staff Accommodation to verify compliance with minimum built-up area requirements specified under Schedule 2.
- (e) Inspection of the Hospital Building and the Staff Accommodation for the purposes of verification of the quality and quantity of materials and fittings used in development of Hospital in accordance with Schedule 4;
- (f) Routine inspection of following services works for conformance to Schedule 4:
 - (i) High tension (HT) and low tension (LT) panels, internal and external electrical wiring and fittings etc.
 - (ii) Heating, Ventilation and Air Conditioning (HVAC), firefighting systems, medical gases piping etc.
 - (iii) Plumbing and fittings, capacity of overhead water tanks, reverse osmosis (RO) plant, water treatment plant (WTP), sewerage/effluent treatment plant (STP/ETP) etc.,
 - (iv) Cabling for communication, electronic private automatic branch exchanges (EPABX), nurse call system, master antenna television (MATV), public announcement system (PA).

- (g) Quality check of flooring, installation of door, windows, false ceiling, internal and external painting, signage, furniture and fittings etc. as per Schedule 4.
- (h) Independent Engineer who reviewed and certified the Life & Fire Safety design at design stage should conduct a review at the time of life and fire safety systems testing and commissioning, and certify that construction, installation and commissioning of L&FS infrastructure/systems has been carried out in accordance with the project L&FS standards and accepted design

2. Inspection by the Monitoring Agency / Tests required to be undertaken by the Concessionaire at the instructions of the Monitoring Agency:

- (a) Inspection of installation of medical and non-medical equipment and furniture for conformance to Schedule 4 (including evaluation of warranty certificates and calibration certificates of all medical equipment);
- (b) Verification of qualification and minimum number of Human Resources to ensure compliance with the minimum requirements specified under Schedule 5;
- (c) Display of all notices/signage/declarations in relation to Healthcare Services provided in the Hospital as required under Applicable Laws;
- (d) Evaluation of readiness to deal with internal and external unforeseen disasters for conformance to Schedule 4;

Verification that the Concessionaire has obtained all Applicable Permits (including those provided under Schedule 7) required for commencement of commercial operations of the Hospital.

SCHEDULE 13

COMPLETION CERTIFICATE BY INDEPENDENT ENGINEER

1. I/We, (Name of the Independent Engineer), acting as Independent Engineer, under and in accordance with the Concession Agreement dated (the **Agreement**), for the Hospital in city of [●], Odisha through (Name of Concessionaire), hereby certify that the Tests specified in Clause 14.1 and Schedule 12 of the Agreement have been successfully undertaken to determine compliance of the [Phase I/Phase II] with the provisions of the Agreement, and I am satisfied that the [Phase I/Phase II] can be safely and reliably placed in commercial service of the Patients thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of [Phase I/Phase II] have been completed, and the [Phase I/Phase II] is ready for entry into commercial operation on this day of, 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of
INDEPENDENT ENGINEER by:
(Signature)
(Name)
(Designation)
(Address)

COMPLETION CERTIFICATE BY MONITORING AGENCY

1. I/We, (Name of the Monitoring Agency), acting as Monitoring Agency, under and in accordance with the Concession Agreement dated (the **Agreement**), for the Hospital in city of [●], Odisha through (Name of Concessionaire), hereby certify that the Tests specified in Clause 15.1 and Schedule 12 of the Agreement have been successfully undertaken to determine compliance of the [Phase I/Phase II] with the provisions of the Agreement, and I am satisfied that the [Phase I/Phase II] can be safely and reliably placed in commercial service of the Patients thereof.
2. It is certified that, in terms of the aforesaid Agreement, all works forming part of [Phase I/Phase II] have been completed, and the [Phase I/Phase II] is ready for entry into commercial operation on this day of, 20.....

SIGNED, SEALED AND DELIVERED

For and on behalf of
MONITORING AGENCYby:
(Signature)
(Name)
(Designation)
(Address)

SCHEDULE 14

KEY PERFORMANCE INDICATORS

Sl. No.	KPI	Measure & Explanation	Baseline Requirements	Source of Measuring Data	Time for Evaluation of KPI	Damages	Annual cap on Damages
1.	NABH accreditation	Receiving of NABH accreditation and maintaining continuous validity thereof	<p>Receipt of entry level NABH accreditation within 24 (twenty four) months from COD of Phase-I.</p> <p>Receipt of final NABH accreditation within 48 (forty eight) months from COD of Phase-I, and</p> <p>Maintenance and continuous validity of: (a) entry level NABH accreditation until receipt of final NABH accreditation; and (b) final NABH accreditation upon receipt of the same until the expiry of the Concession Period.</p>	<p>Immediately upon receipt, submission of a certified true copy of the entry level NABH accreditation certificate by the Concessionaire to the Authority.</p> <p>Immediately upon receipt, submission of a certified true copy of the final level NABH accreditation certificate by the Concessionaire to the Authority.</p> <p>Immediately upon receipt, submission by the Concessionaire to the Authority, of a certified true copy of the Renewal letter of the NABH accreditation as issued by NABH.</p>	<p>In respect of the entry level NABH accreditation – upon completion of 24 (twenty four) months from COD of Phase-I.</p> <p>In respect of the final level NABH accreditation – upon completion of 48 (forty eight) months from COD of Phase-I.</p> <p>In respect of the renewal of final level NABH accreditation – every year on January 1 after receipt of the final level NABH accreditation.</p>	3% of the Operation Performance Security for every month or part thereof during which the default continues.	20% of Operation Performance Security.

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Sl. No.	KPI	Measure & Explanation	Baseline Requirements	Source of Measuring Data	Time for Evaluation of KPI	Damages	Annual cap on Damages
2.	Healthcare Services to Select Patients	<p>1. Up to 50 (fifty percent) of Bed Capacity: Minimum of 3,650 Bed Days per annum commencing from COD of Phase-I.</p> <p>2. Beyond 50% (fifty percent) of Bed Capacity: In addition to 3,650 Bed Days per annum commencing from COD of Phase-I, for every additional Licenced Bed beyond 50% (fifty percent) of the Bed Capacity, 60 Bed Days per annum for each such additional Licenced Bed, maximum up-to 6,000 Bed Days per annum commencing from COD of Phase-I.</p>	Compliance with the minimum Bed Days as stipulated under this KPI.	HMIS, examination of grievances received from Patients and/or audit by Monitoring Agency.	On January 1 and July 1 of every calendar year commencing from 1 st anniversary of COD of Phase-I.	<p>INR 5,000 per Bed-Day shortfall from the minimum Bed Days as stipulated under this KPI.</p> <p>The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 2nd anniversary of COD of Phase-I.</p> <p>Provided that, this KPI shall be applicable only if the Hospital is empanelled under Government Health Schemes.</p>	30% of Operation Performance Security.

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Sl. No.	KPI	Measure & Explanation	Baseline Requirements	Source of Measuring Data	Time for Evaluation of KPI	Damages	Annual cap on Damages
3.	Over charging of fees from Select Patients under Government Health Schemes	Number of Select Patients charged more than the rates specified under the relevant Government Health Scheme.	Compliance with the rates specified under the relevant Government Health Scheme.	Examination of grievances received from Select Patients and/or audit by Monitoring Agency	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	0.1 % of the Operation Performance Security for every default . The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	100% of the Operation Performance Security.
4.	Charging of fees to the Select Patients where such Select Patients are not required to pay directly to the Hospital for availing the Inpatient Services under the relevant Government Health Scheme or in terms of the Agreement	Number of Select Patients charged directly by the Hospital.	Compliance with this KPI.	Examination of grievances received from Select Patients and/or audit by Monitoring Agency	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	0.1 % of the Operation Performance Security for every default . The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	100% of the Operation Performance Security.
5.	Round the clock coverage of onsite critical care specialists (or at least 1 acceptable Tele-ICU beds per 50 Licenced Beds)	Number of days when such services were not available	Availability of such services for at least 162 days in every six monthly period commencing from COD of Phase-I.	MIS, bio-metric attendance record of critical care specialist, examination of grievances received from Patients and/or audit by Monitoring Agency.	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	Damages equal to INR 50,000 per day for every day of non-availability of such services below 162 days in every six monthly period commencing from COD of Phase-I. The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	100% of the Operation Performance Security.

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Sl. No.	KPI	Measure & Explanation	Baseline Requirements	Source of Measuring Data	Time for Evaluation of KPI	Damages	Annual cap on Damages
6.	Round the clock coverage of at least 1 Resident Medical Officer for each 20 Licenced Beds.	Number of days when such services were not available	Availability of such services for at least 162 days in every six monthly period commencing from COD of Phase-I.	HMIS, bio-metric attendance record of critical care specialist, examination of grievances received from Patients and/or audit by Monitoring Agency.	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	Damages equal to INR 10,000 per day for every day of non-availability of such services below 162 days in every six monthly period commencing from COD of Phase-I. The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	30% of the Operation Performance Security.
7.	Availability/uptime of CT Scan, and Ventilators	Number of days when any of the such equipment were unavailable/down	Availability of such services for at least 162 days in every six monthly period commencing from COD of Phase-I.	Scrutiny of equipment break-down and audit of maintenance register by Monitoring Agency/ Authority and/or examination of grievances received from Patients.	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	Damages equal to INR 5,000 per day per equipment for every day of non-availability of such equipment below 162 days in every six monthly period commencing from COD of Phase-I. The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	20% of Operation Performance Security.
8.	Development of website of the Hospital in accordance with Schedule 19	Number of days when the website is unavailable.	Availability on and from of COD of Phase-I until Concession Period.	Audit by Monitoring Agency and/or examination of grievances received from Patients.	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	Damages equal to INR 5,000 per day on which such website is unavailable. The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	10% of Operation Performance Security.

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Sl. No.	KPI	Measure & Explanation	Baseline Requirements	Source of Measuring Data	Time for Evaluation of KPI	Damages	Annual cap on Damages
9.	Updating of website of the Hospital in accordance with the Schedule 19	Number of days when the website is not updated in accordance with Schedule 19 by the Concessionaire by 12:00 hours (IST) on the website.	Availability of updated website for at least 162 days in every six monthly period commencing from COD of Phase-I.	Audit by Monitoring Agency and/or examination of grievances received from Patients.	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	Damages equal to INR 5,000 per day on which such website is not updated. The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	10% of Operation Performance Security.
10.	Development and maintenance of hospital MIS in accordance with Schedule 19 and updated from time to time by the Concessionaire in accordance with the requirements of the Authority	Number of days when system is non-functional	Availability of updated MIS for at least 162 days in every six monthly period commencing from COD of Phase-I.	Scrutiny of equipment break-down, audit by Monitoring Agency and/or examination of grievances received from Patients.	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	Damages equal to INR 5,000 per day on which such website is not updated. The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	10% of Operation Performance Security.
11.	Patient Satisfaction Index of OPD and IPD through Patient Satisfaction Survey in accordance with Schedule 26	Analysis of Customer Satisfaction Survey	Satisfaction Index ≥ 3 out of 5	Feedback form received from Inpatient (90% coverage for <20 discharges /day; 75% for 21-50 discharges/day; 50% for >50 discharges/day) Feedback form received from Outpatient (50% coverage for <20 OP /day; 30% for 21-50 OP/day; 20% for 51-100	On January 1 and July 1 of every calendar year commencing from COD of Phase-I.	The Damage shall be calculated in an amount equal to 1% of the Operation Performance Security for Satisfaction Index less than 3 out of 5 (measured half yearly). The rate of Damages specified above shall be increased in accordance with Inflation Index Formula commencing from the 1 st anniversary of COD of Phase-I.	2% of Operation Performance Security.

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Sl. No.	KPI	Measure & Explanation	Baseline Requirements	Source of Measuring Data	Time for Evaluation of KPI	Damages	Annual cap on Damages
				OP/day; 10% for >100 OP/day.)			

SCHEDULE 15

ACCREDITATION STANDARDS

1. The Concessionaire shall be responsible for obtaining and maintaining the NABH accreditation in accordance with latest revised guidelines of NABH. For the purpose of this Schedule 15, NABH accreditation means the public recognition by NABH and the term '*NABH accredited*' wherever used in the Agreement shall be construed accordingly.
2. The Concessionaire shall achieve entry level NABH accreditation of the Hospital within 24 (twenty four) months from COD of Phase-I and maintain the same until the receipt of final NABH accreditation in accordance with paragraph 3 below.
3. The Concessionaire shall achieve final NABH accreditation of the Hospital within 48 (forty eight) months from COD of Phase-I and maintain the same until the expiry of the Concession Period.

SCHEDULE 16

TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

1. Scope

- 1.1 These terms of reference for the Independent Engineer (the “**IE TOR**”) are being specified pursuant to the Concession Agreement.
- 1.2 The Independent Engineer shall perform its services and obligations under the Concession Agreement in accordance with this IE TOR.

2. Definitions and Interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this IE TOR and not defined herein but defined in the Concession Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement.
- 2.2 References to Articles, Clauses and Schedules in this IE TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Concession Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this IE TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this IE TOR.

3. Roles, functions and obligations of the Independent Engineer

- 3.1 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 3.2 The roles, functions and obligations of the Independent Engineer shall include the following:
 - (a) The Independent Engineer shall review and approve/ convey their observations on the Drawings for Ancillary Facilities submitted by the Concession under the Concession Agreement within 15 (fifteen) days of receipt of the Drawings. The Independent Engineer shall review the Drawings particularly vis-à-vis their conformity to the scope of Project and the Specifications and Standards. If the Concessionaire submits revised Drawings to the Independent Engineer, the Independent Engineer shall and comment upon the same within 7 (seven) days of receipt of the revised Drawings;
 - (b) The Independent Engineer shall review and approve/ convey its observations on the Drawings for Ancillary Facilities submitted by the Concession under the Concession Agreement within 15 (fifteen) days of receipt of the Drawings. The Independent Engineer shall review the Drawings particularly vis-à-vis their conformity to the scope of Project and the Specifications and Standards. If the Concessionaire submits revised Drawings to the Independent Engineer,

the Independent Engineer shall and comment upon the same within 7 (seven) days of receipt of the revised Drawings;

- (c) The Independent Engineer shall review and approve/ provide its comments, observations or suggestions on the Construction Documents submitted by the Concessionaire in accordance with the Concession Agreement within 30 (thirty) days of receipt of the Construction Documents. Further, within 15 (fifteen) days of receipt of revised Construction Documents (if submitted by the Concessionaire), the Independent Engineer shall review it, and upon being satisfied that the revised Construction Documents are in compliance with the Standards and Specifications and the terms of this Agreement, shall approve such Construction Documents.
- (d) The Independent Engineer shall advise the Authority (if the opinion of the Independent Engineer is sought by the Authority) on the environmental and sustainability plan prepared under Clause 5.10 of the Concession Agreement;
- (e) During the Construction Period, the Independent Engineer shall inspect the Hospital, at least once a month and shall submit the Inspection Report. The Inspection Report shall especially detail the defects or deficiencies if any vis-à-vis the Specifications and Standards. Within 7 (seven) days of the inspection the Independent Engineer shall send the Inspection Report to the Authority and Concessionaire;
- (f) The Independent Engineer shall notify the Authority and Concessionaire in accordance with Clause 13.3 of the Concession Agreement, if the Concessionaire fails to achieve any of the Project Milestones;
- (g) The Independent Engineer shall be required to monitor the Construction Works in accordance with the Concession Agreement, and may make a recommendation to the Authority to suspend Construction Works in accordance with Clause 13.4.1 of the Concession Agreement;
- (h) The Independent Engineer shall inspect (if so requested to by the Concessionaire through a notice) the remedial measures proposed/required to be undertaken under Clause 13.4.2 to secure safety of the suspended works, and shall, based on its review, recommend revocation or continuation of the suspension affected under Clause 13.4.1. This procedure shall be repeated until the Authority instructs that the suspension be revoked;
- (i) Where the suspension of the Construction Works is not due to reasons attributable to the Concessionaire, the Independent Engineer shall determine a reasonable period by which the Project Completion Schedule should be extended and shall suggest to the Authority to extend the Project Completion Schedule by an equivalent period.
- (j) The Independent Engineer shall in consultation with the Concessionaire determine the date and time for each Completion Test and thereafter notify the Authority of such agreed upon date and time. It is clarified, that the Independent Engineer and Monitoring Agency may conduct the relevant Completion Tests jointly or independently;

- (k) The Independent Engineer shall observe, monitor and review the results of the Completion Tests (conducted in accordance with Schedule 12) to determine compliance of the Hospital vis-à-vis the Specifications and Standards. If the Independent Engineer after such review concludes that the Hospital (or any part thereof) does not comply with the Specifications and Standards, the Independent Engineer shall suspend/delay such Completion Test and require the Concessionaire to remedy and rectify the defects or deficiencies;
- (l) In addition to the Completion Tests to be carried out under Schedule 12 of the Concession Agreement, the Independent Engineer may direct the Concessionaire to carry out or cause to be carried out additional Completion Tests, in accordance with Good Industry Practice, for determining whether the Hospital complies with Specifications and Standards;
- (m) The Independent Engineer shall upon completion of each Completion Test, provide to the Authority and to the Concessionaire copies of all Completion Test data including detailed Completion Test results;
- (n) The Independent Engineer shall issue a Completion Certificate for each relevant phase to the Concessionaire and Authority in the form set out under Schedule 13 within 5 (five) days after it determines successful completion of all Completion Tests, for Phase-I, Phase-II or any Additional Capacity, as the case may be, in accordance with the Concession Agreement;
- (o) The Independent Engineer (if requested by the Concessionaire in accordance with Clause 14.3) shall determine whether the Completion Tests are successful and whether all the facilities required for rendering Diagnostic Services (as contemplated in Phase I) and OPD Services, can be safely and reliably placed in commercial operation.
- (p) The Independent Engineer shall at least 4 (four) months prior to the Scheduled Completion Date of Phase-I and Phase – II, or the likely COD of Phase-I and Phase-II, as the case may be (as notified by the Concessionaire) conduct the Completion Tests specified in Schedule 12 to ascertain and certify that the Phase-I and/or Phase-II (as the case may be) is compliant with the Safety Requirements and is safe for entering into commercial service. The Independent Engineer may instruct the Concessionaire to conduct additional tests in compliance with Applicable Laws and/ or Good Industry Practice for the purpose of determining compliance with the Safety Requirements and the Concessionaire shall bear the costs of such additional tests.
- (q) The Independent Engineer shall be required to determine in accordance with the Concession Agreement, whether or not a Bed is an Operationalized Bed.
- (r) The Independent Engineer shall review, adjudge the reasonableness and thereafter certify the costs (to the extent reasonable) incurred by the Concessionaire in providing information required under Clause 16.2.2 of the Concession Agreement;
- (s) The Independent Engineer shall assess the costs in the event of a Dispute upon issuance of a Change of Scope Order;

- (t) After commencement of the work after issuance of change of work order, the Independent Engineer shall certify bills for payment in respect of the works in progress or completed works;
- (u) The Independent Engineer shall submit periodic reports (at least on a monthly basis) to the Authority in respect of its duties and functions as contemplated under Schedule 16;
- (v) The Independent Engineer shall designate up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer. The Independent Engineer shall also notify the Authority and Concessionaire about the employees chosen to act as its designated representatives. The Independent Engineer shall retain the right to the substitute any of the designated persons by any of its employees by issuing notice in writing;
- (w) The Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement (if called upon to do so by either Party) in respect of any dispute between the Parties arising out of, or in respect of Construction Works;
- (x) The Independent Engineer shall review and approve any reasonable action required to be taken by the Concessionaire to cure any breach as per the Concession Agreement; and
- (y) In addition to the duties specified above in this Schedule 16, the Independent Engineer shall also perform any other roles, functions and duties specified under the Concession Agreement.

4. Duties of the Independent Engineer under the Escrow Agreement

- (a) Before the Escrow Bank disburses the Fixed Grant from the Grants Account to the Concessionaire, the Independent Engineer is required to certify whether the particular Payment Milestone as set out in Schedule 18 of the Concession Agreement has been met, in substantially the form set out in Annexure III to the Escrow Agreement; and
- (b) The Independent Engineer shall certify the date on which that the relevant Project Milestone/Project Interim-Milestone was achieved in terms of the Concession Agreement as required under Annexure I to the Escrow Agreement.

5. Authorized Signatories of the Independent Engineer

The Independent Engineer shall designate up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer. The Independent Engineer shall also notify the Authority and Concessionaire about the employees chosen to act as its designated representatives. The Independent Engineer shall retain the right to the substitute any of the designated persons by any of its employees by issuing notice in writing;

SCHEDULE 17

TERMS OF REFERENCE FOR MONITORING AGENCY

1. Scope

- 1.1 These terms of reference for the Monitoring Agency (the “**MA TOR**”) are being specified pursuant to the Concession Agreement.
- 1.2 The Monitoring Agency shall perform its services and obligations under the Concession Agreement in accordance with this MA TOR.

2. Definitions and Interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this MA TOR and not defined herein but defined in the Concession Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement.
- 2.2 References to Articles, Clauses and Schedules in this MA TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Concession Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this MA TOR.

The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this MA TOR

3. Roles, functions and obligations of the Monitoring Agency

- 3.1 The Monitoring Agency shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 3.2 The roles, functions and obligations of the Monitoring Agency shall include the following:
- (a) The Monitoring Agency shall in consultation with the Concessionaire determine the date and time for each Completion Test and thereafter notify the Authority of such agreed upon date and time. It is clarified, that the Independent Engineer and Monitoring Agency may conduct the relevant Completion Tests jointly or independently;
 - (b) The Monitoring Agency shall observe, monitor and review the results of the Completion Tests (conducted in accordance with Schedule 12) to determine compliance of the Hospital vis-à-vis the Specifications and Standards. If the Monitoring Agency after such review concludes that the Hospital (or any part thereof) does not comply with the Specifications and Standards, the Monitoring Agency shall suspend/delay such Completion Test and require the Concessionaire to remedy and rectify the defects or deficiencies;
 - (c) In addition to the Completion Tests to be carried out under Schedule 12 of the Concession Agreement, the Monitoring Agency, may direct the Concessionaire to carry out or cause to be carried out additional Completion Tests, in accordance

with Good Industry Practice, for determining whether the Hospital complies with Specifications and Standards;

- (d) The Monitoring Agency shall upon completion of each Completion Tests provide to the Authority and to the Concessionaire copies of all Completion Test data including detailed Completion Test results;
- (e) The Monitoring Agency shall issue a Completion Certificate for each relevant phase to the Concessionaire and Authority in the form set out under Schedule 13 within 5 (five) days of determination of the successful completion of all Completion Tests in accordance with Clause 14.1 of the Concession Agreement, for Phase-I, Phase-II or any Additional Capacity, as the case may be, by the Monitoring Agency;
- (f) The Monitoring Agency (if requested by the Concessionaire in accordance with Clause 14.3) shall determine whether the Completion Tests are successful and whether all the facilities required for rendering Diagnostic Services (as contemplated in Phase I) and OPD Services, can be safely and reliably placed in commercial operation;
- (g) The Monitoring Agency shall at least 4 (four) months prior to the Scheduled Completion Date of Phase-I and Phase – II, or the likely COD of Phase-I and Phase-II, (as notified by the Concessionaire) as the case may be, conduct the Completion Tests specified in Schedule 12. These Completion Tests shall be conducted to ascertain and certify that the Phase-I and/or Phase-II (as the case may be) is compliant with the Safety Requirements and is safe for entering into commercial service. The Monitoring Agency may instruct the Concessionaire to conduct additional tests in compliance with Applicable Laws and/ or Good Industry Practice for the purpose of determining compliance with the Safety Requirements and the Concessionaire shall bear the costs of such additional tests;
- (h) The Monitoring Agency shall be required to determine in accordance with the Concession Agreement, whether or not a Bed is an Operationalized Bed.
- (i) In the event of a Dispute upon issuance of a Change of Scope Order the Monitoring Agency shall assess the costs;
- (j) After commencement of the work post issuance of a Change of Scope Order, the Monitoring Agency shall certify bills for payment in respect of the works in progress or completed works.
- (k) The Monitoring Agency may request any relevant information in addition to the quarterly report submitted by Concessionaire under Clause 19.1.1 of the Concession Agreement. The Concessionaire shall promptly furnish such information;
- (l) The Monitoring Agency may request information with respect to unusual occurrences in addition to those specifically mentioned under Clause 19.2 (a) – Clause 19.2 (i) of the Concession Agreement. Under Clause 19.2 (j) of the Concession Agreement, the Concessionaire shall be bound to furnish such information;

- (m) The Monitoring Agency shall conduct an inspection of the Hospital on at least a quarterly basis, and within 7 (seven) days of such inspection send a copy of the O&M Inspection Report to the Concessionaire and to the Authority;
- (n) The Monitoring Agency shall instruct the Concessionaire to carry out tests specified by it in accordance with Good Industry Practice once in every quarter, commencing from the COD of Phase-I to ensure that the Project conforms to the Maintenance Requirements and Safety Requirements. The Concessionaire shall thereafter furnish the results of such tests to the Monitoring Agency. The Monitoring Agency shall review, adjudge reasonableness and certify the costs incurred by the Concessionaire in carrying out such tests;
- (o) The Monitoring Agency shall instruct the Concessionaire to carry out or cause to be carried out tests, at its own cost, to determine whether the remedial measures carried out under Clause 19.5.1 of the Concession Agreement, have brought the Hospital into compliance with the Maintenance Requirements and the Safety Requirements. The procedure under Clause 19.5 of the Concession Agreement shall be repeated until the Hospital conforms to the Maintenance Requirements and the Safety Requirements.
- (p) The Monitoring Agency, the Authority and the Concessionaire shall cooperate and consult each other in order to formulate and publicize, a system based on Good Industry Practice to ensure that no Patient or category of Patients is discriminated against or unduly favored, in the use of the Hospital;
- (q) In accordance with Clause 20.2.3 of the Concession Agreement, the Monitoring Agency may issue instructions to the Concessionaire to enhance security within and around the Hospital;
- (r) The Monitoring Agency shall conduct a Patient Satisfaction Survey bi-annually by handing out a Patient satisfaction form designed in consultation with the Concessionaire on a random sample method in accordance with Schedule 14 and consistent with Good Industry Practice.
- (s) The Monitoring Agency shall prepare a quarterly report on the status of compliance with the KPIs by the Concessionaire within 30 (thirty) days of receipt of report from the Concessionaire in accordance with Clause 21.4.1 of the Concession Agreement and shall submit such quarterly KPI status report to the Concessionaire for its comments. The Monitoring Agency may take into account feedback received from the Concessionaire (if acceptable) and submit the final report on the status of compliance of the KPIs for that quarter to the Authority with a copy to the Concessionaire within 15 (fifteen) days of receipt of feedback from the Concessionaire; or if no such feedback is received, within 7 (seven) days of expiry of the stipulated time period for receipt of feedback of Concessionaire;
- (t) On a quarterly basis, the Monitoring Agency shall present a performance review of the Hospital to the Project Level Coordination Committee basis the KPI Compliance Report for the preceding quarter.
- (u) The Concessionaire shall in consultation with the Monitoring Agency evolve the Maintenance Manual at least 180 (one hundred and eighty) days prior to the COD

- of Phase I. One copy of the Maintenance Manual shall be provided to the Monitoring Agency. If the Concessionaire is required to modify the same as per comments given by the Authority, 2 (two) copies of the revised Maintenance Manual should be submitted to the Monitoring Agency;
- (v) The Monitoring Agency shall submit periodic (at least quarterly) reports to the Authority in respect of its duties and functions set forth in Schedule 17;
- (w) The Monitoring Agency shall assist the Authority (in accordance with the provisions of this Concession Agreement) in supervising the performance of the Concessionaire. The Monitoring Agency, in its discretion (to be exercised within the scope of this Concession Agreement), may specify to the Concessionaire the procedural requirements to be conformed to, such as any information, reports etc. to be provided by the Concessionaire including formats thereof;
- (x) As per Clause 27.4.3 (c) (iii) of the Concession Agreement, within 30 (thirty) days of receipt of a Monthly Invoice, the Monitoring Agency shall verify the Monthly Invoice in light of the documents submitted by the Concessionaire in accordance with Clause 27.4.3(c)(ii) of the Concession Agreement. After verification, the Monitoring Agency may point out any error in the computation of amounts specified in or raise dispute on the amounts claimed under the Monthly Invoice. If rectification/revision of the Monthly Invoice is required, the Monitoring Agency will notify the Concessionaire about such rectification and/or revision, with a copy to the Escrow Bank in accordance with Clause 27.4.3 (c) (iii) of the Concession Agreement;
- (y) The Monitoring Agency shall upon Termination review the monthly average of the O&M Expenses incurred by the Concessionaire during last 1 (one) year immediately preceding the date of Termination;
- (z) The Monitoring Agency shall verify compliance by the Concessionaire with the Maintenance Requirements and Safety Requirements, and if required, instruct that appropriate tests be carried out at the Concessionaire's cost for this purpose. Such verification shall:
- occur not earlier than 90 (ninety) days before Termination but not later than 15 (fifteen) days prior to the effective date of such Termination; and
 - before conducting such verification, the Monitoring Agency shall give due notice to the Concessionaire of the time, date and venue of such verification and/or inspection.
- (aa) The Monitoring Agency shall verify the base case plan prepared in accordance with the internationally accepted accounting standards and adopted by the Senior Lenders to determine NPV as per Clause 36.3 of the Concession Agreement. This determination of the NPV is sought to place the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law;
- (bb) The Monitoring Agency shall mediate and assist the Parties in arriving at an amicable settlement (if called upon to do so by either Party) in respect of any

dispute between the Parties arising out of, or in respect this Concession Agreement (other than the Dispute relating to Construction Works);

- (cc) The Monitoring Agency shall identify defects and deficiencies in the Hospital on or before the Transfer Date as per Clause 34.1 of the Concession Agreement;
- (dd) The Monitoring Agency shall review and approve any reasonable action required to be taken by the Concessionaire to cure any breach required under the Concession Agreement; and
- (ee) In addition to the duties specified above in this Schedule 17, the Monitoring Agency shall also perform any other roles, functions or duties specified under the Concession Agreement.

4. Duties of the Monitoring Agency under the Escrow Agreement

Under the Escrow Agreement, the Monitoring Agency is required to issue a certificate in the form set out in Annexure V to the Escrow Agreement, certifying whether the Concessionaire has achieved 30% (thirty percent) Occupancy in the last 12 (twelve) months.

5. Authorized Signatories of the Monitoring Agency

The Monitoring Agency shall designate up to 2 (two) persons on the panel to sign for and on behalf of the Monitoring Agency. The Monitoring Agency shall also notify the Authority and Concessionaire about the persons chosen to act as its designated representatives. The Monitoring Agency shall retain the right to the substitute any of the designated persons by any of its employees by issuing notice in writing.

SCHEDULE 18

DISBURSEMENT OF GRANT AND ADDITIONAL GRANT {AND PAYMENT OF PREMIUM}

{Applicable for Hospitals at **Bhadrak**, Bargarh, Deogarh, Jagatsinghpur Dist., Jharsuguda, Kalinganagar, Kamakhyanagar, Kendrapara, Nayagarh, Puri, Rairangpur and Rourkela only}

Fixed Grant/ Additional Grant/ Premium	Tranche as per RFP	Particulars	Payment Milestone	Tranche of Fixed grant / Tranche of Additional Grant / Premium (in INR crores)
Fixed Grant	1	Payment Milestone 1	Satisfactory completion of Project Interim-Milestone – 1 and 2	2.1
Fixed Grant		Payment Milestone 2	Satisfactory completion of Project Interim-Milestone – 3	2.1
Fixed Grant		Payment Milestone 3	Satisfactory completion of Project Interim-Milestone – 4	2.8
Fixed Grant	2	Payment Milestone 4	Satisfactory completion of Project Interim-Milestone – 5	2.1
Fixed Grant		Payment Milestone 5	Satisfactory completion of Project Interim-Milestone – 6	2.8
Fixed Grant		Payment Milestone 6	Satisfactory completion of Project Interim-Milestone – 7	2.1
<u>Additional Grant / Premium</u>	3	Payment Milestone 7	<p><u>The CoD of Phase I:</u> If Additional Grant, on satisfactory achievement of CoD of Phase I (achievement of Project Milestone 2 including Project Interim-Milestone – 8, 9, 10 and 11)</p> <p>If Premium, on date of Scheduled CoD of Phase-I</p>	[Amount to be inserted as per the Bid]
Fixed Grant	Not Applicable	Payment Milestone 8	<p><u>The CoD of Phase II:</u> Satisfactory completion of Project Milestone – 3 and Project Milestone-4 (comprising Project interim milestones 12, 13, 14, 15, 16 and 17) only if such completion occurs within 5 (five) years of the Effective Date. For the avoidance of doubt, no amounts shall be payable if the completion of Project Milestone 3 and/or Project Milestone 4 occurs after a</p>	6

Fixed Grant/ Additional Grant/ Premium	Tranche as per RFP	Particulars	Payment Milestone	Tranche of Fixed grant / Tranche of Additional Grant / Premium (in INR crores)
			period of 5 (five) years from the Effective Date.	
<u>Additional Grant / Premium</u>	4	Payment Milestone 9	<p><u>A. If Additional Grant,</u></p> <p>On the satisfactory completion of at least 12 months of operations post COD of Phase-I and achievement of at least 30% bed occupancy in previous 12 months of operations</p> <p><u>B. If Premium</u></p> <p>on first anniversary of Scheduled Completion Date of Phase-I</p>	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	5	Payment Milestone 10	<p>If Additional Grant, on second anniversary of COD of Phase-I</p> <p>If Premium, on second anniversary of Scheduled Completion Date of Phase-I</p>	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	6	Payment Milestone 11	<p>If Additional Grant, on third anniversary of COD of Phase-I</p> <p>If Premium, on third anniversary of Scheduled Completion Date of Phase-I</p>	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	7	Payment Milestone 12	<p>If Additional Grant, on fourth anniversary of COD of Phase-I provided that the Concessionaire has achieved COD of Phase II.</p> <p>If Premium, on fourth anniversary of Scheduled Completion Date of Phase-I</p>	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	8	Payment Milestone 13	<p>If Additional Grant, on fifth anniversary of COD of Phase-I provided that the Concessionaire has achieved COD of Phase II.</p> <p>If Premium, on fifth anniversary of Scheduled Completion Date of Phase-I</p>	[Amount to be inserted as per the Bid]

{Applicable for Hospitals at Bhawanipatna, Boudh, Malkangiri, Nabarangpur, Nuapada / Khariar Road, Paralakhemundi, Phulbani, Rayagada and Subarnapur only}

Fixed Grant/ Additional Grant/ Premium	Tranche as per RFP	Particulars	Payment Milestone	Tranche of Fixed grant / Tranche of Additional Grant / Premium (in INR crores)
Fixed Grant	1	Payment Milestone 1	Satisfactory completion of Project Interim-Milestone – 1 and 2	2.1
Fixed Grant		Payment Milestone 2	Satisfactory completion of Project Interim-Milestone – 3	2.1
Fixed Grant		Payment Milestone 3	Satisfactory completion of Project Interim-Milestone – 4	2.8
Fixed Grant	2	Payment Milestone 4	Satisfactory completion of Project Interim-Milestone – 5	4.05
Fixed Grant		Payment Milestone 5	Satisfactory completion of Project Interim-Milestone – 6	5.4
Fixed Grant		Payment Milestone 6	Satisfactory completion of Project Interim-Milestone – 7	4.05
<u>Additional Grant / Premium</u>	3	Payment Milestone 7	<u>The CoD of Phase I:</u> On satisfactory achievement of CoD of Phase I (achievement of Project Milestone 2 including Project Interim-Milestone – 8, 9, 10 and 11)	8
Fixed Grant	Not Applicable	Payment Milestone 8	<u>The CoD of Phase II:</u> Satisfactory completion of Project Milestone – 3 and Project Milestone-4 (comprising Project interim milestones 12, 13, 14, 15, 16 and 17) only if such completion occurs within 5 (five) years of the Effective Date. For the avoidance of doubt, no amounts shall be payable if the completion of Project Milestone 3 and/or Project Milestone 4 occurs after a period of 5 (five) years from the Effective Date.	6
<u>Additional Grant / Premium</u>	4	Payment Milestone 9	<u>A. If Additional Grant,</u> On the satisfactory completion of at least 12 months of operations post COD of Phase-I and achievement of at least 30% bed occupancy in previous 12 months of operations	[Amount to be inserted as per the Bid]

Fixed Grant/ Additional Grant/ Premium	Tranche as per RFP	Particulars	Payment Milestone	Tranche of Fixed grant / Tranche of Additional Grant / Premium (in INR crores)
			<u>B. If Premium</u> on first anniversary of Scheduled Completion Date of Phase-I	
<u>Additional Grant / Premium</u>	5	Payment Milestone 10	If Additional Grant, on second anniversary of COD of Phase-I If Premium, on second anniversary of Scheduled Completion Date of Phase-I	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	6	Payment Milestone 11	If Additional Grant, on third anniversary of COD of Phase-I If Premium, on third anniversary of Scheduled Completion Date of Phase-I	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	7	Payment Milestone 12	If Additional Grant, on fourth anniversary of COD of Phase-I provided that the Concessionaire has achieved COD of Phase II. If Premium, on fourth anniversary of Scheduled Completion Date of Phase-I	[Amount to be inserted as per the Bid]
<u>Additional Grant / Premium</u>	8	Payment Milestone 13	If Additional Grant, on fifth anniversary of COD of Phase-I provided that the Concessionaire has achieved COD of Phase II. If Premium, on fifth anniversary of Scheduled Completion Date of Phase-I	[Amount to be inserted as per the Bid]

SCHEDULE 19

HOSPITAL INFORMATION TECHNOLOGY & INFORMATION MANAGEMENT

1. The Concessionaire shall develop, commission and maintain a comprehensive website exclusively for the Hospital (“**Hospital Website**”) as set out in this Schedule 19 from COD of Phase-I until the expiry of the Concession Period. The information displayed on the Hospital Website shall be unambiguous and the Concessionaire shall be required to update the Hospital Website on a real-time basis but not later than 12:00 hours (IST) on each day commencing from COD of Phase-I until the expiry of the Concession Period.
2. The information required to be displayed by the Concessionaire on Hospital Website shall include the following:
 - (a) Names of all consultants (along with their qualifications) working in the Hospital across all clinical specialties;
 - (b) Healthcare Services available at the Hospital with timings of the provision of such services;
 - (c) Number of the following as of 6:00 hours (IST) the present day:
 - (i) Unoccupied Ward Beds;
 - (ii) Unoccupied beds in ICU; and
 - (iii) Unoccupied beds in NICU,
 - (d) Schedule for various OPDs;
 - (e) Procedure for seeking appointments (online and through telephone);
 - (f) Facility to reserve appointment online;
 - (g) Facility for providing feedback and/or registering complaints etc. online;
 - (h) Medical emergency contact numbers;
 - (i) List of insurance service providers with which the Hospital is empaneled;
 - (j) Patient Charter; and
 - (k) Upcoming camps and/or other promotional health activities planned, if any.
3. **Hospital Management Information System (HMIS):** Concessionaire shall ensure that the HMIS system should be safe and secure from a data management point-of-view. The system should ensure efficient flow of information that provides interdepartmental support to the establishment, functional and process integration, be adaptable and flexible from a user perspective, and be standards-based to ensure interoperability in terms of syntactic, semantic and process. Use of ICD-10-CM codes mandatory for all outpatient and inpatient medical reporting requirements.
4. **Information Management:** All electronic and manual information pertinent to patient care and hospital administration must be well maintained. This information shall be maintained as follows:

- (a) Electronic - Hospital Management Information System (HMIS)
- (b) Manual/electronic - Medical records, register and patient files
- (c) The Concessionaire shall at all times comply with the provisions of Applicable Laws including but not limited to the following:
 - (i) Information Technology Act, 2000
 - (ii) Pre-Conception and Pre-Natal Diagnostic Techniques Act, 1994; and
 - (iii) Code of Medical Ethics Regulation, 2002.
- (d) The Concessionaire shall be required to create and maintain back-up of the electronically stored data in accordance with Applicable Laws and Good Industry Practice.
- (e) The data stored physically by the Concessionaire (such as medical records) shall be kept in a secured manner to prevent the risk of loss, theft, fire, floods, natural disasters and damage caused by rodents, pests etc.

5. Indicative MIS (Clinical and Administrative):

- (a) The Concessionaire shall update the MIS information on daily/real-time basis. MIS of preceding month shall also be compiled every month and shared with the Authority/Monitoring Agency on or prior to the 5th day of the immediately succeeding month.
- (b) The MIS indicator/parameters indicated in this Schedule 19 are indicative and Concessionaire is free to add more indicators.
- (c) The Authority and Monitoring Agency shall have the right to suggest addition/deletion of any indicator/parameters as deemed necessary by it.
- (d) The Authority and Monitoring Agency shall have right to view the MIS of Hospital and accordingly a link/tab shall be provided in the Website requiring 'login id and password'.
- (e) An indicative format of monthly MIS is provided in Annexure I (Monthly MIS reporting format) of this Schedule 19.

SCHEDULE 20

FORM OF ESCROW AGREEMENT

(See Clause 28.1.1)

THIS ESCROW AGREEMENT (“**Agreement**”) is entered into on this the [•] day of [•], 201[•].

AMONGST

- 1 [•], a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at [•] (hereinafter referred to as the “**Concessionaire**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the **FIRST PART**;
- 2 [•], and having its registered office at [•] (hereinafter referred to as the “**Escrow Bank**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes) of the **SECOND PART**; and
- 3 Governor of Odisha, represented by Special Secretary (MS), Department of Health and Family Welfare, Government of Odisha]and having its principal offices at [Insert address] (hereinafter referred to as the “**Authority**” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the **THIRD AND FINAL PART**.

The Concessionaire, the Escrow Bank and the Authority are referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) The Authority and the Concessionaire have entered into a Concession Agreement dated [•] (the “**Concession Agreement**”) in terms of which the Concessionaire has agreed to undertake development of hospital located in [insert location], Odisha, on a design, build, finance, operate, and transfer basis (“**Hospital**”) and provide Healthcare Services to patients at the Hospital.
- (B) Clause 28.1 of the Concession Agreement requires the Authority and the Concessionaire to appoint an escrow bank, and enter into an Escrow Agreement for the payment of the Fee for Select Patients and other payments due and payable, under the Concession Agreement, on the terms and conditions stated therein.
- (C) The Escrow Bank has received a copy of the Concession Agreement and is aware of its terms.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Agreement” means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

“Annual Expenditure Budget for Non-Government Scheme Select Patients” shall have the meaning ascribed to it Clause 27.3.3 (a) (i) of the Concession Agreement;

“Applicable Laws” shall have the meaning as set forth in Article 43 of the Concession Agreement;

“Applicable Permits” shall have the meaning as set forth in Article 43 of the Concession Agreement;

“Authority” shall have the meaning as set forth in the Preamble;

“COD” shall have the meaning as set forth in Article 43 of the Concession Agreement;

“Concessionaire” shall have the meaning as set forth in the Preamble;

“Concession Agreement” shall mean the agreement referred to in Recital (A);

“Concession Period” shall have the meaning as set forth in Article 43 of the Concession Agreement;

“Escrow Account(s)” shall mean collectively and individually each of the accounts specified under Clause 2.2;

“Escrow Bank” shall have the meaning ascribed thereto in the Preamble;

“Escrow Bank Fee” shall have the meaning ascribed thereto in Clause 2.4;

“Escrow Default” shall have the meaning ascribed thereto in Clause 8;

“Fee” shall have the meaning ascribed as set forth in Article 43 of the Concession Agreement;

“Force Majeure” shall have the meaning ascribed thereto in Article 43 in the Concession Agreement;

“Governmental Instrumentality” shall have the meaning ascribed thereto in Article 43 in the Concession Agreement;

“Healthcare Services” shall have the meaning as set forth in Article 43 of the Concession Agreement;

“Indemnified Party” shall have the meaning ascribed thereto in Clause 10.2;

“Indemnifying Party” shall have the meaning ascribed thereto in Clause 10.2;

“Independent Engineer” shall have the meaning ascribed thereto in Article 43 of the Concession Agreement;

“INR” shall mean Indian National Rupees;

“Monthly Invoice” shall have the meaning as set forth in Clause 27.3.3 (c) (ii) of the Concession Agreement;

“Non-Government Scheme Select Patients” shall have the meaning as ascribed thereto in Article 43 of the Concession Agreement;

“Non-Government Scheme Minimum Balance” shall have the meaning as ascribed in Clause 5.1.1;

“Non-Government Scheme Select Patients Fee” shall mean the amount claimed under the Monthly Invoice or Rectified Monthly Invoice, as the case may be, pertaining to the Healthcare Services to the Non-Government Scheme Select Patients in accordance with the Concession Agreement;

“Outstanding Fees” shall mean Fees remaining unpaid to the Concessionaire by the Insurer or the concerned Government Instrumentality, as the case may be, towards Inpatient Services provided to Select Patients covered under relevant Government Health Scheme after the due date under such Government Health Scheme;

“Payment Milestone Date” shall mean the dates for payment of the Additional Grant in accordance with Schedule 18 of the Concession Agreement¹⁰;

“Hospital” shall have the meaning ascribed to it in Recital (A);

“Rules” shall have the meaning ascribed thereto in Clause 11.1;

“Select Patient” shall have the meaning ascribed thereto in Article 43 of the Concession Agreement;

“Statutory Auditor” shall have the meaning ascribed thereto in Article 43 of the Concession Agreement;

1.2 Interpretation

- 1.2.1 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

¹⁰*Note: Applicable only in case the Bidder has quoted Additional Grant as part of the Bid.*

1.2.2 References to Preamble, Recitals and Clauses are, unless stated otherwise, references to Preamble, Recitals and Clauses of this Agreement.

1.2.3 The rules of interpretation stated in Clause 1 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ESCROW ACCOUNT

2.1 Appointment

The Authority hereby appoints, and the Concessionaire consents to the appointment of, the Escrow Bank to serve as the escrow bank for the purposes of this Escrow Agreement, and the Escrow Bank hereby accepts this appointment.

2.2 Establishment and Operation of Escrow Account

2.2.1 Within 10 (ten) days from the date of this Agreement, the Escrow Bank shall open and establish, in the name of the Concessionaire (other the Authority Account which shall be established in the name of the Authority), the accounts set out below, which shall be denominated in INR, with the [•] (*name of Branch*) Branch of the Escrow Bank:

- (a) Grants Account;
- (b) Authority Account;
- (c) Non-Government Scheme Select Patient Account; and
- (d) Advance Account

2.2.2 The Escrow Bank shall maintain the Escrow Account(s) in accordance with the provisions of this Agreement, the Concession Agreement, its usual practices and applicable regulations. The Escrow Bank shall pay the maximum rate of interest payable (if any) to similar customers on the balance in the said Escrow Account(s) from time to time. Such interest (if any) payable by the Escrow Bank shall be deposited into the respective Escrow Account(s).

2.2.3 The Escrow Bank and the Authority shall, after consultation with the Concessionaire, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.2.4 The Escrow Account(s) shall be established as current account(s).

2.3 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account

as monies deposited by the Concessionaire and the Authority with the Escrow Bank.

2.4 Escrow Bank's Fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Parties to the Agreement (“**Escrow Bank Fee**”). The Escrow Bank Fee, if unpaid, may be appropriated by the Escrow Bank from the Authority Account, provided that if the funds lying in the Authority Account are insufficient for payment of the Escrow Bank Fee, the Escrow Bank may appropriate the Escrow Bank Fee from any of the other Escrow Accounts.

2.5 Rights of the Parties

Save and except as otherwise provided in the Concession Agreement or this Agreement, the rights of the Authority and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Interest on Deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the relevant Escrow Account shall be credited back to such account; *provided that* the Escrow Bank shall be entitled to appropriate therefrom the Escrow Bank Fee.

3. GRANTS ACCOUNT

3.1 Deposit of Fixed Grant in Grants Account

3.1.1 Within the time specified in Clause 4.2.1 of the Concession Agreement or any extended time period as agreed between the Authority and the Concessionaire, the Authority agrees and undertakes that it shall deposit or cause to be deposited the first Tranche of the Fixed Grant in the Grants Account.

3.1.2 The Authority shall deposit or cause to be deposited each subsequent Tranche of the Fixed Grant in the Grants Account within 6 (six) months of receipt of: (a) written request from the Concessionaire, and (b) a certificate from the Statutory Auditor of the Concessionaire substantially in the form set out in Annexure VI, certifying that the Concessionaire has expended 50% (fifty percent) of the previous Tranche of the Fixed Grant towards meeting the Total Project Cost.

3.2 Deposit of Additional Grant in Grants Account

3.2.1 {The Authority shall, upon receipt of written request from the Concessionaire, deposit or cause to be deposited, the first Tranche of the Additional Grant in advance of at least 6 (six) months prior to the Scheduled Completion Date of Phase-I in accordance with Schedule 18.

3.2.2 Each subsequent Tranche of the Additional Grant shall be deposited in the Escrow Account, at least 3 (three) months in advance of the scheduled completion of the related Payment Milestone as set out in Schedule 18 of the Concession

Agreement. }¹¹

3.3 Withdrawal from Grants Account

3.3.1 The Escrow Bank shall disburse the Fixed Grant for the Concessionaire, within 30 (thirty) days of receipt of: (a) written request for release from the Concessionaire addressed to the Escrow Bank, the Authority and the Monitoring Agency substantially in the form set out in Annexure I to this Agreement, and (b) a certificate from the Independent Engineer in substantially the form set out in Annexure V to this Agreement, certifying that the particular Payment Milestone as set out in Schedule 18 of the Concession Agreement has been met.

3.3.2 {The Escrow Bank shall disburse the relevant Tranche of the Additional Grant on the relevant Payment Milestone Date, subject to receipt of written request from the Concessionaire substantially in the form set out in Annexure II to this Agreement at least 7 (seven) days prior to the relevant Payment Milestone Date together with the certificate by the Monitoring Agency, substantially in the form set out in Annexure VII to this Agreement, certifying that the Concessionaire has achieved Required Occupancy Level in the last 12 (twelve) months preceding the date of achievement of such Payment Milestone. In the event that the Concessionaire has not achieved the Required Occupancy Level in the 12 (twelve) months preceding the date of achievement of such Payment Milestone, the Escrow Bank shall disburse the relevant Tranche of the Additional Grant on the earlier of (a) and (b) below:

- (a) achievement of immediately succeeding Payment Milestone subject to receipt of written request from the Concessionaire substantially in the form set out in Annexure III to this Agreement at least 7 (seven) days prior to the relevant Payment Milestone Date together with the certificate by the Monitoring Agency, substantially in the form set out in Annexure VII to this Agreement, certifying that the Concessionaire has achieved Required Occupancy Level in the last 12 (twelve) months preceding the date of achievement of such Payment Milestone, and
- (b) 7 (seven) days after receipt of the written request from the Concessionaire in the form set out in Annexure IV to this Agreement, seeking release of payment of such Tranche of Additional Grant together with certificate by the Monitoring Agency, substantially in the form set out in Annexure VII to this Agreement, certifying that the Concessionaire has achieved Required Occupancy Level in the 12 (twelve) months preceding such date of written request. }¹²

4. AUTHORITY ACCOUNT

4.1 Deposits into Authority Account

4.1.1 {The Concessionaire shall deposit or cause to be deposited the Premium¹³ on the

¹¹Note: Applicable only in case the Bidder has quoted Additional Grant as part of the Bid.

¹²Note: Applicable only in case the Bidder has quoted Additional Grant as part of the Bid.

¹³Note: Applicable only in case the Bidder has quoted Premium as part of the Bid.

date it is required to be deposited in accordance with Clause 26.3 of the Concession Agreement.}

4.1.2 The Concessionaire shall deposit any other amount owed to the Authority on the relevant due date as per the applicable provisions of the Concession Agreement.

4.1.3 Within 7 (seven) days of the receipt of any payment from the relevant Insurer or Government Instrumentality, as the case may be, of any Fee corresponding to an Advance Payment, which was previously released to the Concessionaire under Clause 6.1, the Concessionaire shall deposit such payment in the Authority Account.

4.2 Withdrawal from Authority Account

The Authority may make withdrawal from the Authority Account at any time, provided that any unpaid Escrow Bank Fee shall be deducted prior to any such withdrawal.

5. NON-GOVERNMENT SCHEME SELECT PATIENTS ACCOUNT

5.1 Deposit into the Non-Government Scheme Select Patients Account

5.1.1 If the Annual Expenditure Budget for Non-Government Scheme Select Patients is notified in accordance with Clause 27.3.3 (a) of the Concession Agreement for any Financial Year, the Authority shall, within 7 (seven) business days from end of each month, fund or caused to be funded, the Non-Government Scheme Select Patients Account, with an amount such that the Non-Government Scheme Minimum Balance is maintained at all times.

For the purpose of this Clause, “**Non-Government Scheme Minimum Balance**” shall mean, for any Financial Year, one-twelfth of the aggregate Annual Expenditure Budget for Non-Government Scheme Select Patients, in that Financial Year, approved or deemed to be approved, by the Authority in accordance with Clause 27.3.3(a) of the Concession Agreement.

5.1.2 The Authority, may at its sole discretion voluntarily fund the Non-Government Scheme Select Patients Account in accordance with Clause 27.3.3 (a) (ii) of the Concession Agreement.

5.2 Withdrawal from Non-Government Scheme Select Patients Account

5.2.1 On and from the COD of Phase- I, the Concessionaire shall deliver to the Authority and the Escrow Bank, the Monthly Invoice or the Rectified Monthly Invoice, as the case may be, in accordance with Clause 27.3.3 (c) (ii) and Clause 27.3.3 (c) (iii) of the Concession Agreement respectively.

5.2.2 The Escrow Bank shall, within 35 (thirty five) days of receipt of the Monthly Invoice or the Rectified Monthly Invoice, as the case maybe, release to the Concessionaire: (a) 100% (hundred percent) of the undisputed Non-Government Scheme Select Patients Fee; (b) 50% (fifty percent) of the disputed Non-Government Scheme Select Patients Fee, and (c) any previously disputed Non-Government Scheme Select Patients Fee which has been resolved, each in accordance with Clause 27.3.3 (c) of

the Concession Agreement.

6. ADVANCE ACCOUNT

6.1 Deposit into Advance Account

- 6.1.1 The Authority, may in its own discretion deposit any advance payment for Outstanding Fees in accordance with Clause 27.3.3 (b) (iii) of the Concession Agreement (“**Advance Payment**”).

6.2 Withdrawals from Advance Account

- 6.2.1 The Concessionaire shall deliver to the Authority and the Escrow Bank, the Monthly Invoice or the Rectified Monthly Invoice, as the case may be, in accordance with Clause 27.4.3 (c) (ii) and Clause 27.4.3 (c) (iii) of the Concession Agreement. Where the Concessionaire has claimed any Outstanding Fee under the Monthly Invoice or the Rectified Monthly Invoice, as the case may be, such invoice shall be accompanied by: (a) the relevant communications to the Insurer or concerned Governmental Instrumentality seeking payment for procedures performed, and (b) a certificate from Statutory Auditor substantially in the form set out in Annexure VIII certifying the these amounts are unpaid for 30 (thirty) days.
- 6.2.2 The Escrow Bank shall, within 35 (thirty five) days of receipt of the Monthly Invoice or the Rectified Monthly Invoice, as the case maybe, release to the Concessionaire: (a) 100% (hundred percent) of the undisputed Outstanding Fees; (b) 50% (fifty percent) of the disputed Outstanding Fees, and (c) any previously disputed Outstanding Fees which has been resolved, each in accordance with Clause 27.3.3 (c) of the Concession Agreement.

7. OBLIGATIONS OF THE ESCROW BANK

7.1 Segregation of Funds

Monies received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

7.2 Notification of Balances

On the 10th (tenth) day of every month and on each due date for transfer of funds to the concerned accounts in accordance with this Agreement, the Escrow Bank shall notify the Concessionaire and the Authority of the balances in the Escrow Account as at the close of business on such due date, or the next business day in the event such due date is a public holiday.

7.3 Communications and Notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

- (a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Authority or Concessionaire upon a certificate signed by or on behalf of the Authority;
- (b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
- (c) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it in its capacity as the Escrow Bank from the Authority in connection herewith; and
- (d) shall, within 5 (five) business days after receipt, deliver a copy to the Authority of any notice or document received by it from the Concessionaire in connection herewith.

7.4 No Set Off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

7.5 Regulatory Approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

8. ESCROW DEFAULT

8.1 Escrow Default by Concessionaire

8.1.1 Following events shall constitute an event of default by the Concessionaire (an **“Escrow Default”**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority:

- (a) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account in which such transfer should have been made, within 5 (five) business days of the relevant due date; or
- (b) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within 5 (five) business days.

8.1.2 Upon occurrence of an Escrow Default by Concessionaire, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession

Agreement.

8.2 Event of Default by Authority

- 8.2.1 The Authority fails to fund into the Escrow Account as provided in this Agreement, within 5 (five) business days from the relevant due date set out in this Agreement or the Concession Agreement.
- 8.2.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

9. TERMINATION OF ESCROW AGREEMENT

9.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect during the term of the Concession Period, unless terminated earlier by consent of the Authority and the Concessionaire, or otherwise in accordance with the provisions of this Agreement.

9.2 Substitution of Escrow Bank

The Authority may, by not less than 45 (forty five) days prior notice to the Escrow Bank and the Concessionaire, terminate this Agreement and appoint a new Escrow Bank, provided that arrangements are made for transfer of amounts deposited in the Escrow Account to a new escrow account established with the successor escrow bank. The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

9.3 Closure of Escrow Account

Upon the Termination of the Concession Agreement, the Escrow Bank shall close the Escrow Account and pay any amount standing to the credit thereof to the in accordance with the directions of the Authority. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

10. INDEMNITY

10.1 General Indemnity

- 10.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Escrow Bank, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- 10.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge

of their lawful functions by the Authority, its officers, servants and agents.

- 10.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire and the Authority harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations and/or the Authority's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

10.2 Notice and Contest of Claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 10 or in respect of which it is entitled to reimbursement (the “**Indemnified Party**”), it shall notify the other Party responsible for indemnifying such claim hereunder (the “**Indemnifying Party**”) within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

11. DISPUTE RESOLUTION

- 11.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration by a board of arbitrators appointed in accordance with Clause 39.3.2 of the Concession Agreement, provided that each Party shall be entitled to appoint one arbitrator. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act.

- 11.2 The arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of such arbitration shall be Bhubaneswar, and the language of arbitration proceedings shall be English.

- 11.3 The provisions of this Clause 11 shall survive the term of this Agreement.

12. MISCELLANEOUS PROVISIONS

12.1 Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of India, and subject to Clause 11 (Dispute Resolution) the courts in the State of Odisha shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

12.2 Waiver of Sovereign Immunity

The Authority unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

12.3 Priority of Agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

12.4 Alteration of Terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

12.5 Waiver

12.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

12.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

12.6 No Third Party Beneficiaries; Permitted Security Interest

- 12.6.1 This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.
- 12.6.2 Notwithstanding anything contained in this Agreement, the Concessionaire shall be entitled to create security over the amounts lying in the Escrow Account (other than the Authority Account) to secure the indebtedness due to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Hospital, the prior consent of Escrow Bank or the Authority.

12.7 Survival

- 12.7.1 Termination of this Agreement:
- (a) shall not relieve the Parties 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, shall 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.
- 12.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

12.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 11 of this Agreement or otherwise.

12.9 Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

12.10 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to [insert name] at [insert address] or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to

an address outside Bhubaneswar may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority;

- b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to [*insert address*] with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Bhubaneswar it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery. The Notices shall be sent to the following:

If to the Authority:

Attn:

Address:

Fax No.:

Tel No :

E-mail :

If to the Concessionaire:

Attn:

Address:

Fax No.:

Tel No :

E-mail :

If to the Escrow Bank:

Attn:

Address:

Fax No.:

Tel No.:

E-mail :

12.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

12.12 Authorised Representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives who shall be entitled to issue instructions required from the relevant Party to operate or otherwise under this Agreement. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

12.13 Books and Records

The Escrow Bank shall be responsible for maintaining a correct and complete record of all transactions, deposits, withdrawals or transfer of funds relating to the Escrow Account. The Authority and the Concessionaire shall have unrestricted access to review such books and records of the Escrow Bank in relation to the Escrow Account subject to the Applicable Laws.

12.14 Representations and Warranties

- (a) The Escrow Bank represents and warrants to the Authority and the Concessionaire as under:
- (b) That it has obtained the requisite licenses and permits for conducting its business, shall keep such licenses and permits current during the term of this Agreement and does not suffer from any statutory or legal infirmities affecting the pursuit or running of its business; and
- (c) That it has taken all necessary corporate and/or other actions as may be required for the execution, delivery and the performance of this Agreement and the other documents in pursuance hereof. Further, this Agreement and all other documents executed in pursuance hereof constitute legal, valid and binding obligations enforceable in accordance with their respective terms.
- (d) The Escrow Bank does hereby represent and warrant to the Authority that it shall hold all funds in the Escrow Account in accordance with the provisions of this Agreement and shall only transfer such funds in accordance with the provisions of this Agreement.

12.15 Original Document

This Agreement may be executed in 3 (three) counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED
THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.**

SIGNED, SEALED AND DELIVERED For and on behalf of the AUTHORITY by:	SIGNED, SEALED AND DELIVERED For and on behalf of the CONCESSIONAIRE by:
(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)	(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)
SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by:	
(Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)	

In the presence of:

1.....

2.....

ANNEXURE I

FORMAT FOR REQUEST FOR DISBURSEMENT OF FIXED GRANT BY CONCESSIONAIRE TO THE AUTHORITY/ESCROW BANK/MONITORING AGENCY

To,

[Insert name of the authorised Escrow Bank official]

[Insert Address of the authorised Escrow Bank official]

CC:

1. *[Insert name of Authority Representative]*

[Insert address of Authority Representative], and

2. *[Insert name of authorised Independent Engineer official]*

[Insert Address of authorised Independent Engineer official]

3. *[Insert name of authorised Monitoring Agency official]*

[Insert Address of authorised Monitoring Agency official]

Dear Sir,

The *[Insert the relevant Payment Milestone]* was achieved in terms of the Concession Agreement on *[Insert date of achievement of relevant Payment Milestone]*. The same has been certified by the Independent Engineer vide letter dated *[Insert date of issue of certificate by Independent Engineer]* bearing reference no *[Insert relevant reference no]*.

Accordingly, we hereby request you to release the *[Insert relevant instalment of Fixed Grant]* in an amount of INR *[Insert amount to be disbursed]*.

For and On Behalf Of

[Insert name of Concessionaire]

Encl: A copy of the certificate as issued by the Independent Engineer in relation to achievement of Payment Milestone

ANNEXURE II
FORMAT FOR REQUEST BY CONCESSIONAIRE TO THE
AUTHORITY/ESCROW BANK/MONITORING AGENCY FOR DISBURSEMENT
OF ADDITIONAL GRANT

To,

[Insert name of the authorised Escrow Bank official]

[Insert Address of the authorised Escrow Bank official]

CC:

1. *[Insert name of Authority Representative]*

[Insert address of Authority Representative], and

2. *[Insert name of authorised Monitoring Agency official]*

[Insert Address of authorised Monitoring Agency official]

Dear Sir,

The *[Insert relevant COD Phase]* was achieved in terms of the Concession Agreement on *[Insert date of achievement of relevant COD Phase]*. {[The Completion Certificate was issued in accordance with the Concession Agreement by the Independent Engineer and Monitoring Agency which is attached herewith.] or [The completion was deemed to have occurred in accordance with Clause 14.2.2 of the Concession Agreement.]}

We confirm to the Authority that we have achieved the Required Occupancy Level in the last 12 (twelve) months preceding the date of achievement of *[insert the relevant Payment Milestone]*. A certificate issued by the Monitoring Agency, substantially in the form set out in Annexure VII to this Agreement, certifying that we have achieved Required Occupancy Level in the last 12 (twelve) months preceding the date of achievement of such Payment Milestone is enclosed.

In accordance with the Concession Agreement, the Additional Grant is payable on the *[insert date of achievement of anniversary of relevant COD Phase]*. Accordingly we request you to disburse an amount of Rs. *[insert amount of Additional Grant requested]* on *[Insert date of achievement of anniversary of relevant COD Phase]*.

For and On Behalf Of

[Name of Concessionaire]

Encl.:

[1- A copy of the Completion Certificate]

[2- A copy of the certificate issued by the Monitoring Agency in relation to achievement of Required Occupancy Level]

ANNEXURE III
FORMAT FOR REQUEST BY CONCESSIONAIRE TO THE
AUTHORITY/ESCROW BANK/MONITORING AGENCY FOR DISBURSEMENT
OF A TRANCHE OF ADDITIONAL GRANT WITH THE SUBSEQUENT TRANCHE
OF ADDITIONAL GRANT

To,

[Insert name of the authorised Escrow Bank official]

[Insert Address of the authorised Escrow Bank official]

CC:

1. *[Insert name of Authority Representative]*

[Insert address of Authority Representative], and

2. *[Insert name of authorised Monitoring Agency official]*

[Insert Address of authorised Monitoring Agency official]

Dear Sir,

The *[Insert relevant COD Phase]* was achieved in terms of the Concession Agreement on *[Insert date of achievement of relevant COD Phase]*. {[The Completion Certificate was issued in accordance with the Concession Agreement by the Independent Engineer and Monitoring Agency which is attached herewith.] or [The completion was deemed to have occurred in accordance with Clause 14.2.2 of the Concession Agreement.]}

Please note that *[Insert the relevant Tranche of Additional Grant]* had become due on the *[insert date of achievement of anniversary of relevant COD Phase]* ("**Earlier Tranche**"). However, the same was not payable by the Authority as we had not achieved the Required Occupancy Level at the time of such Earlier Tranche becoming due.

Presently, *[Insert the relevant Tranche of Additional Grant]* has become due on the *[insert date of achievement of anniversary of relevant COD Phase]* ("**Present Tranche**").

We, now confirm to the Authority that we have achieved the Required Occupancy Level in the last 12 (twelve) months preceding the date of achievement of the Present Tranche.

A certificate issued by the Monitoring Agency, substantially in the form set out in Annexure VII to this Agreement, certifying that we have achieved Required Occupancy Level in the last 12 (twelve) months preceding the date of achievement of such Payment Milestone for the Present Tranche is enclosed.

Accordingly we request you to disburse the following amounts:

- (a) Rs. *[insert amount of Additional Grant for the Earlier Tranche]*; and
- (b) Rs. *[insert amount of Additional Grant for the Present Tranche]*.

For and On Behalf Of

[Name of Concessionaire]

Encl.:

[1- A copy of the Completion Certificate]

[2- A copy of the certificate issued by the Monitoring Agency in relation to achievement of Required Occupancy Level]

ANNEXURE IV
FORMAT FOR REQUEST BY CONCESSIONAIRE TO THE
AUTHORITY/ESCROW BANK/MONITORING AGENCY FOR DISBURSEMENT
OF A TRANCHE OF ADDITIONAL GRANT ON ACHIEVEMENT OF REQUIRED
OCCUPANCY LEVEL AT A LATER DATE

To,

[Insert name of the authorised Escrow Bank official]

[Insert Address of the authorised Escrow Bank official]

CC:

1. *[Insert name of Authority Representative]*

[Insert address of Authority Representative], and

2. *[Insert name of authorised Monitoring Agency official]*

[Insert Address of authorised Monitoring Agency official]

Dear Sir,

The *[Insert relevant COD Phase]* was achieved in terms of the Concession Agreement on *[Insert date of achievement of relevant COD Phase]*. {[The Completion Certificate was issued in accordance with the Concession Agreement by the Independent Engineer and Monitoring Agency which is attached herewith.] or [The completion was deemed to have occurred in accordance with Clause 14.2.2 of the Concession Agreement.]}

Please note that *[Insert the relevant Tranche of Additional Grant]* had become due on the *[insert date of achievement of anniversary of relevant COD Phase]* ("**Earlier Tranche**"). However, the same was not payable by the Authority as we had not achieved the Required Occupancy Level at the time of such Earlier Tranche becoming due.

We, now confirm to the Authority that we have achieved the Required Occupancy Level in the last 12 (twelve) months preceding the date of this request.

A certificate issued by the Monitoring Agency, substantially in the form set out in Annexure VII to this Agreement, certifying that we have achieved Required Occupancy Level in the last 12 (twelve) months preceding the date of this request is enclosed.

Accordingly we request you to disburse Rs. *[insert amount of Additional Grant for the Earlier Tranche]*.

For and On Behalf Of

[Name of Concessionaire]

Encl.:

[1- A copy of the Completion Certificate]

[2- A copy of the certificate issued by the Monitoring Agency in relation to achievement of Required Occupancy Level]

ANNEXURE V

**FORMAT FOR CERTIFICATION BY INDEPENT ENGINEER WITH REGARD
TO DISBURSEMENT OF FIXED GRANT**

To,

1. [Insert name of Concessionaire]
[Insert address of Concessionaire],
2. [Insert name of Escrow Bank]
[Insert address of Escrow Bank], and
3. [Insert name of Authority Representative]
[Insert address of Authority Representative], and

CC: [Insert name of authorised Monitoring Agency official]
[Insert Address of authorised Monitoring Agency official]

Dear Sir,

I, [Name of Independent Engineer], certify that I have verified that the [relevant Project Milestone] was achieved in terms of the Concession Agreement on [date of achievement of Project Milestone]. Thus, [Insert relevant instalment for Fixed Grant] for an amount of Rs. [Insert amount of Fixed Grant requested] may be released to the Concessionaire.

For and On Behalf Of

[Insert name of Independent Engineer]

ANNEXURE VI

**CERTIFICATE FROM STATUTORY AUDITOR OF CONCESSIONAIRE TO
AUTHORITY CERTIFYING EXPENDITURE**

To,

[Insert name of Authority Representative]

[Insert address of Authority Representative]

Dear Sir,

I, *[Insert name of Statutory Auditor]*, certify that the Concessionaire has expended 50% (fifty percent) of the *[insert relevant previous Tranche]* towards meeting the Total Project Cost, as per the Concession Agreement.

For and On Behalf Of

[Insert name of Statutory Auditor]

ANEXURE VII

OCCUPANCY CERTIFICATE FROM MONITORING AGENCY

(On the letterhead of the Monitoring Agency)

To,

1. [Insert name of Concessionaire]
[Insert address of Concessionaire],
2. [Insert name of Escrow Bank]
[Insert address of Escrow Bank], and
3. [Insert name of Authority Representative]
[Insert address of Authority Representative]

Dear Sir,

We, certify that 30% (thirty percent) Occupancy was achieved for the period of 12 (twelve) months ending on [insert date] in terms of the Concession Agreement.

For and On Behalf Of

[Insert name of authorized representative of the Monitoring Agency]

ANEXURE VIII

CERTIFICATE FROM STATUTORY AUDITOR CERTIFYING THAT OUTSTANDING FEES REMAIN UNPAID

To,

[Insert name of Authority Representative]

[Insert address of Authority Representative]

Dear Sir,

I, *[Insert name of Statutory Auditor]*, certify that the fees of an amount of Rs. *[insert amount of fees]* due to be paid to the Concessionaire by *[Insert relevant Insurer/Government Instrumentality]* under the *[Insert name of relevant Government Health Scheme]* has not been paid for *[Insert number of days of delay, which shall not be fewer than 30 days]*.

For and On Behalf Of

[Insert name of Statutory Auditor]

SCHEDULE 21

DRAFT LEASE DEED (TO BE PROVIDED LATER)

DRAFT BEING APPROVED, WILL BE SHARED SHORTLY

LEASE DEED

DATED [●]

BETWEEN

**THE GOVERNOR OF ODISHA
(AS THE LESSOR)**

AND

[●]

(AS THE LESSEE)

SCHEDULE A

Land admeasuring [●] bearing Plot No. [●], Khata No. [●] situated at Village or Mouza [●], Tehsil [●], Police Station [●], District [●], and as shown and marked by a [●] coloured boundary in **Annexure 1**, with the following boundaries:

North	[insert details]
South	[insert details]
East	[insert details]
West	[insert details]

Along with the following structures:

[insert details]

ANNEXURE 1

[*attach the site plan*]

SCHEDULE 22

ELIGIBILITY CONDITIONS FOR THE O&M CONTRACTOR

The Concessionaire shall ensure that O&M Contractor has adequate competence and capability to deliver the same level of quality services as expected by the Authority from Concessionaire under the Agreement. Without prejudice to the generality of the foregoing, the Concessionaire shall comply with the following:

- (a) If laboratory services (whole or in part) are proposed to be outsourced to an O&M Contractor, then the Concessionaire must ensure that laboratory of such O&M Contractor must, either (i) have a valid NABL certification in relation to each laboratory test(s) which are outsourced by the Concessionaire, or (ii) be a NABH accredited facility. For the avoidance of doubt, any O&M Contract for outsourcing of laboratory services shall be valid only until the laboratory of the O&M Contractor meets the eligibility conditions specified hereinbefore and the Concessionaire shall terminate any such O&M Contract immediately upon the laboratory ceasing to, either (i) have a valid NABL certification in relation to any of the outsourced laboratory tests, or (ii) forming a part of the NABH accredited facility.
- (b) If any Radiology Tests (whole or in part) are proposed to be outsourced to an O&M Contractor, then the Concessionaire must ensure that the Radiology Tests are carried out by the O&M Contractor within the premises of the Hospital Building. For the avoidance of doubt, the unit established by the O&M Contractor for carrying out the Radiology Test(s) shall also be required to be NABH accredited as applicable to the Hospital under the Agreement and Concessionaire shall be solely responsible for ensuring compliance by the O&M Contractor to this condition.
- (c) If any other Ancillary Facilities (for example, housekeeping, biomedical waste management, laundry, kitchen, pantry etc.) are proposed to be outsourced to an O&M Contractor, then the O&M Contractor should have valid and latest quality management systems certification such as ISO 9001:2015 or any other equivalent national or international certification/accreditation. The Concessionaire shall be solely responsible for ensuring the quality of the services procured from the O&M Contractor.

SCHEDULE 23

VESTING CERTIFICATE

- 1 Department of Health and Family Welfare, Government of Odisha (the **Authority**) refers to the Concession Agreement dated (the **Agreement**) entered into between the Authority and (the **Concessionaire**) for the Hospital.
- 2 The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 33.2 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Hospital shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.
- 3 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed on this..... day of....., 20at.....

AGREED, ACCEPTED AND SIGNED

For and on behalf of

CONCESSIONAIRE by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

AUTHORITY by:

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

SCHEDULE 24

SUBSTITUTION AGREEMENT

[On appropriate stamp paper]

This SUBSTITUTION AGREEMENT is entered into on this [●] 201[8]

BETWEEN

THE GOVERNOR OF ODISHA represented by the Special Secretary (MS), Department of Health and Family Welfare, Government of Odisha, with its principal office at [*insert address*] (hereinafter referred to as the **Authority** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns); and

[●], a company incorporated under the provisions of the Companies Act, 2013 with its registered office at [●] (hereinafter referred to as the **Concessionaire** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

[●] with its registered office at [●], [acting for itself and for and on behalf of the lenders listed at Annex hereto] (hereinafter referred to as the **Lenders' Representative**, which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and permitted substitutes).

The Authority, Concessionaire and the Lenders' Representative are hereinafter collectively referred to as **Parties** and individually as **Party**.

WHEREAS:

- A. The Authority and the Concessionaire have entered into a concession agreement dated[●] (the **Concession Agreement**), in terms of which the Concessionaire has agreed to undertake {development of a greenfield hospital/expansion of a brownfield hospital located in [*insert location*], Odisha, on a design, build, finance, operate, and transfer basis ("**Project**") and provide Healthcare Services to patients at the Hospital. A copy of the Concession Agreement is annexed as Annexure A to this Substitution Agreement.
- B. With a view to facilitate obtaining financing for the Hospital by the Concessionaire and to enable the Concessionaire to design, construct, finance, commission, operate and maintain the Hospital pursuant to and in accordance with the Project Agreements, the Parties have agreed that, subject to the terms and conditions of the Project Agreements and the Financing Agreements, the Lenders shall have the right to substitute the

Concessionaire by the Nominated Company (*defined hereinafter*) for the remaining Concession Period.

- C. The Parties have agreed to execute this Substitution Agreement on the terms and conditions mentioned herein below.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Substitution Agreement are set out below:

CLAUSE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The capitalised terms not defined herein shall have the meaning ascribed to them in the Concession Agreement and RFP:

"**Arbitration**" shall have the meaning ascribed to it in Clause 8.2;

"**Arbitrator**" shall have the meaning ascribed to it in Clause 8.2;

"**Award**" shall have the meaning ascribed to it in Clause 8.5;

"**Clause**" means the clause of this Substitution Agreement;

"**Concession Agreement**" shall have the meaning ascribed to it in Recital A;

"**Concessionaire Default**" means occurrence of a Concessionaire Default as defined under the Project Agreements;

"**Dispute**" means any difference or dispute of whatsoever nature relating to this Substitution Agreement between the Parties arising under, out of or in connection with this Substitution Agreement;

"**Financial Assistance**" means all funded and non-funded financial assistance, including loans, advances, guarantees, lease finance, hire purchase or re-financing that may be provided for the Hospital, but shall exclude any funded or non-funded financial assistance for meeting working capital requirements of the Concessionaire;

"**Financial Default**" means Concessionaire event of default as set out under the Financing Agreements;

"**Financing Agreements**" shall have the meaning ascribed to it under the Concession Agreement;

"Indemnified Party" shall have the meaning ascribed to it in Clause 7.2.1;

"Indemnifying Party" shall have the meaning ascribed to it in Clause 7.2.1;

{**"Lease Deed"** shall mean the lease deed dated [●] entered into between the Authority (in its capacity as a Lessor) and the Concessionaire (in its capacity as a Lessee) for the grant of lease of the Site, on terms and conditions mentioned therein }

"Lenders' Representative" means [●];

"Senior Lenders" means [●];

"Senior Lenders' Dues" means the aggregate of all monies owed by the Concessionaire to the Senior Lenders under the Financing Agreements on account of principal thereunder for funding the whole or any part of the cost to be incurred for implementing and operating and maintaining the Hospital and all accrued interest, additional interest, liquidated damages, commitment fees, commission, prepayment premium, costs, charges and other monies including financing charges and fees owed by the Concessionaire to the Senior Lenders under the Financing Agreements for the Hospital up to the Transfer Date, payable under the Financing Agreements;

"Nominated Company" means a new company proposed by the Senior Lenders pursuant to this Substitution Agreement for the remaining Concession Period by amendment of the Project Agreements or by execution of a new concession agreement, {new lease deed}, new substitution agreement and new escrow agreement;

"Notice of Concessionaire Default" shall have the meaning ascribed to it in Clause 3.3.1;

"Notice of Financial Default" shall have the meaning ascribed to it in Clause 3.2.1;

"Notice of Dispute" shall have the meaning ascribed to it in Clause 8.1;

"Person" means any, company, corporation, partnership, joint venture, trust, unincorporated organisation or any other legal entity;

"Project Agreements" shall mean, collectively, the Concession Agreement, {the Lease Deed}, Substitution Agreement and the Escrow Agreement;

"Proposal" shall have the meaning ascribed to it in Clause 4.1 (c);

"Receiver" shall have the meaning ascribed to it in Clause 5.1;

"Recital" means recital of this Substitution Agreement;

"Substitution Agreement" means this substitution agreement;

"Substitution Notice under Concession Agreement" shall have the meaning ascribed to it in Clause 3.3.2; and

"Substitution Notice under Financing Agreements" shall have the meaning ascribed to it in Clause 3.2.2.

1.2 Interpretation

In this Substitution Agreement:

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- (b) Headings to Clauses are for information only and shall not form part of the operative provisions of this Substitution Agreement and shall not be taken into consideration in its interpretation or construction.
- (c) References to Recitals, Clauses or Annexes are, unless the context otherwise requires, are references to recitals, clauses or annexes of this Substitution Agreement.
- (d) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- (e) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (f) Unless otherwise stated, any reference to any period commencing "from" a specific day or date and "till" or "until" a specific day or date shall include both, such days or dates.

CLAUSE 2 ASSIGNMENT

2.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreements, in its sole discretion, in place and substitution of the Concessionaire in the event of the Nominated Company assuming all liabilities and obligations of the Concessionaire under the Project Agreements.

CLAUSE 3

SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Right of Substitution

The Authority hereby irrevocably agrees to substitute the Concessionaire with a Nominated Company, selected by the Senior Lenders in accordance with the provisions of this Substitution Agreement and approved by the Authority, by amendment of the Project Agreements or by the execution of a new concession agreement, {new lease deed}, new substitution agreement and a new escrow agreement in favour of the Nominated Company for the purpose of securing the payments of the Senior Lenders Dues.

It is clarified that nothing contained herein shall entitle the Senior Lenders to operate the Project themselves under and in accordance with the Project Agreements either individually or collectively.

3.2 Procedure in case of a Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative shall notify the Concessionaire by a notice in writing, with a copy simultaneously sent to the Authority, about the occurrence of a Financial Default (**Notice of Financial Default**). The Notice of Financial Default shall be accompanied by a certificate issued by the authorised officer of the Lenders' Representative, certifying:

- (a) the occurrence of a Financial Default; and
- (b) the amount of the Senior Lenders' Dues (**Senior Lenders' Certificate**).

The Senior Lenders' Certificate shall be conclusive evidence of occurrence of such Financial Default and of such Senior Lenders' Dues. Such Senior Lenders' Certificate shall be final, conclusive and binding upon the Concessionaire for the purpose of this Substitution Agreement and the Financing Agreements.

3.2.2 The Lenders' Representative may, at any time after the date of the Notice of Financial Default to the Concessionaire and without prejudice to any other right or remedy available to the Senior Lenders under the Financing Agreements, notify the Authority and the Concessionaire on behalf of all the Senior Lenders, about the Senior Lenders decision to invite, negotiate and procure offers, either through private negotiations or public auction or a process of tendering of the remaining Concession Period and the rights and obligations of the Concessionaire under the Project Agreements to a Nominated Company, subject to approval of such Nominated Company by the Authority (**Substitution Notice under Financing Agreements**). In such an event, the Senior Lenders/Lenders' Representative shall be entitled to substitute the Concessionaire with the Nominated Company within 180 (one hundred and eighty) days of the issuance of the Substitution Notice under the Financing Agreements.

Provided that upon written request from the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate. In the event the Senior Lenders/Lenders' Representative do not convey their intention to substitute the Concessionaire with a Nominated Company within the prescribed time period, the Authority shall be entitled to terminate the Project Agreements forthwith by issuing the Termination Notice in accordance with the terms of the Concession Agreement.

In the event the Senior Lenders/Lenders' Representative fails to substitute the Concessionaire within the aforementioned time period, the Authority shall be entitled to terminate the Project Agreements forthwith by issuing the Termination Notice in accordance with the terms of the Concession Agreement.

3.3 Procedure in case of a Concessionaire Default

- 3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall notify the Concessionaire by a notice in writing, with a copy simultaneously sent to the Senior Lenders/Lenders' Representative, about the occurrence of a Concessionaire Default **(Notice of Concessionaire Default)**.

The Notice of Concessionaire Default shall be the conclusive evidence of occurrence of such Concessionaire Default. Such Notice of Concessionaire Default shall be final, conclusive and binding upon the Concessionaire for the purpose of this Substitution Agreement and the Project Agreements.

- 3.3.2 In the event the Concessionaire Default is not cured within the time period prescribed under the Project Agreements, the Authority shall inform the Senior Lenders/Lenders' Representative of its intention to issue a Termination Notice and allow 15(fifteen) days to the Senior Lenders/Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company **(Substitution Notice under Concession Agreement)**.

In the event that the Senior Lenders/Lenders' Representative issue the Substitution Notice under Concession Agreement, within 180 (one hundred and eighty) days of issue of such notice, they shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Substitution Agreement within 180 (one hundred and eighty) days from the date of the Substitution Notice under Concession Agreement. Provided that, upon written request from the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate. In the event the Senior Lenders/Lenders' Representative do not convey their intention to substitute the Concessionaire with a Nominated Company, or fail to substitute the Concessionaire within the prescribed time period, the Authority shall be entitled to terminate the Project Agreements forthwith by issuing the Termination Notice in accordance with its provisions.

3.4 Criteria for Selection of Nominated Company

3.4.1 The Lenders' Representative shall apply the following criteria while selecting a Person as the Nominated Company:

- (a) the Person shall be capable of properly discharging the duties, obligations and liabilities of the Concessionaire under the Project Agreements;
- (b) the Person shall provide security to the satisfaction of the Senior Lenders for repayment of Senior Lenders' Dues;
- (c) the Person shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues of the Concessionaire to the Authority under and in accordance with the Project Agreements and of Senior Lenders' Dues upon terms and conditions as agreed to with the Senior Lenders;
- (d) the Person shall have the Financial Capacity, the Technical Capacity and other eligibility and qualification criteria specified under the RFP to implement the Project and shall hold the minimum Equity of the Concessionaire as set forth in the RFP and the Concession Agreement;
- (e) the Person shall have not been in breach of any agreement between itself and the Authority or any Government Instrumentality; and
- (f) any other appropriate condition or criterion, whereby continuity in the performance of the Concessionaire's obligations under the Project Agreements is maintained and the security in favour of the Senior Lenders under the Financing Agreements is preserved.

3.4.2 At any time prior to the approval of a Person as the Nominated Company by the Authority pursuant to this Substitution Agreement, the Authority may require the Lenders' Representative to satisfy the Authority as to the eligibility of such Person and the decision of the Authority in this behalf, which shall be reasonable, shall be final, conclusive and binding on the Senior Lenders and such Person.

CLAUSE 4 MODALITIES OF SUBSTITUTION

4.1 Modalities

The following modalities shall be applicable to any substitution of the Concessionaire by the Nominated Company:

- (a) the Lenders' Representative may invite, negotiate, procure offers either through

private negotiations or public auction or process of tender or otherwise for the substitution of the Concessionaire by another Person;

- (b) the Lenders' Representative shall on behalf of the Senior Lenders propose to the Authority pursuant to Clause 4.1(c), the name of such Person proposed to be the Nominated Company for acceptance and shall apply as necessary to the Authority for:
 - (i) grant to such Person, as substitute to the Concessionaire, the right to design, construct, finance, operate, maintain and transfer the Hospital under and in accordance with and subject to and on the terms and conditions set out in the Project Agreements;
 - (ii) amendment of the Project Agreements or execution of a new concession agreement, {new lease deed}, new substitution agreement and new escrow agreement, to grant to such Person, upon being approved as the Nominated Company, the same terms and conditions and the remaining Concession Period under the Project Agreements; and
 - (iii) the execution of a new substitution agreement with such Person, upon being approved as the Nominated Company, for the remaining Concession Period on the same terms and conditions as set out in this Substitution Agreement;
- (c) the Lenders' Representative shall be entitled, within a period of 15 (fifteen) days from the date of the Substitution Notice under Financing Agreements or Substitution Notice under Concession Agreement, as the case may be, to select and propose a Person as the Nominated Company to the Authority for its approval (**Proposal**). The Proposal of the Lenders' Representative pursuant to this Clause 4.1(c) shall contain the particulars and information in respect of such Person, the Senior Lenders' Dues and all other data and information as prescribed at Annex.

Without prejudice to the foregoing, the Lenders' Representative agrees and undertakes to provide to the Authority, such further and other information and clarifications in respect of any data, particulars or information, furnished by the Lenders' Representative as the Authority may reasonably require. The Authority shall convey its approval or otherwise of such Proposal, including such Person proposed as the Nominated Company, in its sole discretion within 15(fifteen) days of (i) the date of receipt of the Proposal by the Authority; or (ii) the date when the last of further and other information and such clarifications in respect of any data, particulars or information comprised in the Proposal, as have been provided by the Lenders' Representative to the Authority, whichever is later. It is expressly agreed between the Parties that the Proposal shall be accompanied by an unconditional undertaking of the Person proposed as the Nominated Company that it shall, upon approval by the Authority of the Proposal including such Person, observe, comply, perform and fulfil the terms and conditions of the Project Agreements on the footing as if such Person being

the Nominated Company was the original private entity under the Project Agreements and shall be liable for and shall assume, discharge and pay the Senior Lenders' Dues under and in accordance with the terms and conditions of the Financing Agreements. Upon approval of the Proposal by the Authority, the Person shall become the Nominated Company hereunder;

- (d) The Authority shall, upon its satisfaction of the eligibility of the Nominated Company and in accordance with the provisions of this Substitution Agreement and subject to the provisions of Clause 4.1(e), proceed to substitute the Concessionaire with the Nominated Company by amendment of the Project Agreements or by execution of a new concession agreement, {new lease deed}, new substitution agreement and new escrow agreement or such other writing as the Authority may reasonably require, on the same terms and conditions as under the Project Agreements for the remaining Concession Period;
- (e) the substitution as aforesaid shall be subject to the Nominated Company obtaining Applicable Permits necessary for implementing and/or operating and maintaining the Hospital under and in accordance with the Project Agreements;
- (f) the objection, if any, of the Authority on the choice of the Nominated Company shall be made after hearing the Lenders' Representative, provided however, that in the event of a refusal as stated above, the Lenders' Representative may propose another Person as the Nominated Company. In the event that no objection is raised with respect to the Person proposed to be the Nominated Company by the Authority within the period set forth in Clause 4.1(c), the Person proposed as the Nominated Company shall be deemed to have been accepted by the Authority and the Authority shall, subject to Clause 4.1(e), grant the exclusive rights under Clause 4.2 of the Concession Agreement to the Nominated Company for the remaining Concession Period within 15 (fifteen) days of its acceptance/deemed acceptance of the Nominated Company;
- (g) the substitution aforesaid, pursuant to the security interest hereby created in favour of the Lender, shall be deemed to be complete only upon the Nominated Company accepting and complying with the terms and conditions stipulated in the Project Agreements; and
- (h) all actions of the Lenders' Representative hereunder shall be deemed to be on behalf of the Senior Lenders and be binding upon them. The Lenders' Representative is authorised to receive payment of compensation, payment to cure default and any other payments, consideration for transfer in accordance with the Substitution Notice under Financing Agreements or Substitution Notice under Concession Agreement, as the case may be, the Project Agreements and the Financing Agreements and give valid discharge on behalf of all the Senior Lenders.

4.2 Waiver of Concessionaire's Right to Remedy

The Concessionaire hereby irrevocably agrees and waives any right to challenge the Senior Lenders' decision to apply to the Authority for substitution as aforesaid and neither the Concessionaire nor the Authority shall be entitled to prevent the Lenders' Representative from proceeding to seek such a substitution of the Concessionaire by the Nominated Company as hereinbefore provided. The Concessionaire agrees and confirms that the Concessionaire shall not have any right to seek re-evaluation of the Concessionaire's assets and the Project Agreements, otherwise than as contracted in the Financing Agreements while the Authority permits substitution as hereinbefore provided, pursuant to the Senior Lenders Agent's request. The Parties acknowledge that the rights of the Senior Lenders hereunder are irrevocable and shall not be contested in any proceedings before any court of law and the Concessionaire shall not have any right or remedy to prevent, obstruct, injunct or restrain the Authority and/or the Senior Lenders from effecting or causing the substitution as aforesaid. No third party shall have the right to question the decision of the Senior Lenders/Senior Lenders Agent and the Authority.

4.3 No Guarantee by the Authority

Nothing contained in these Clauses shall mean or be interpreted as provision of any guarantee or surety by the Authority and it is expressly agreed that the Authority has not provided any surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amount of Financial Assistance advanced by the Senior Lenders to the Concessionaire.

CLAUSE 5

INTERIM PROTECTION OF SERVICES AND PRESERVATION OF SECURITY

- 5.1 In the event that the Senior Lenders notify the Authority of a Financial Default and the Concessionaire has failed to cure such default for a period of more than 180 (one hundred and eighty) days, or in special circumstances affecting the security of the Senior Lenders, the Senior Lenders shall be entitled to institute protective legal proceedings for a receivership (**Receiver**) to maintain, preserve and protect the assets, other than the Project Agreements, held as security for the Senior Lenders provided always that such Receiver shall be the Authority, if, in the opinion of Authority, it is necessary and required for the operation and maintenance of the Project and the Parties hereby consent and agree to the same. The Lenders' Representative shall in such an event notify the Authority to assume receivership of the Project Assets held as security and the Authority shall operate and maintain the same pending the substitution of the Concessionaire by the Nominated Company. In the event the Authority does not assume receivership and declines the request of the Lenders' Representative, the Lenders' Representative shall for itself and each of the Senior Lenders, be entitled to seek the appointment of a Receiver from the competent court having jurisdiction for the Project Assets held as security.

The Receiver shall be responsible for protecting the Project Assets in receivership and

shall render a true and proper account of the receivership to the Senior Lenders in accordance with the terms of its appointment. The Receiver shall operate and maintain the Hospital in accordance with the obligations of the Concessionaire under the Project Agreements. Any Person other than the Authority may be appointed as the Receiver only with the prior consent of the Authority. In a declaratory suit for appointment of the Receiver, notwithstanding that no recovery mortgage suit or proceeding for enforcement of the Senior Lenders' security under the Financing Agreements is instituted by the Lenders' Representative for itself or the Senior Lenders, any action for appointment of the Authority as the Receiver or appointment of an independent Receiver by the court shall be without prejudice to the other rights and remedies of the Authority and of the Senior Lenders under the Financing Agreements.

CLAUSE 6 INDEMNITY

6.1 Indemnity

- 6.1.1 The Concessionaire will indemnify, defend and hold harmless the Authority and the Senior Lenders/Lenders' Representative against any and all proceedings, actions and third party claims for any loss, damage, cost and expenses of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Substitution Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.
- 6.1.2 The Lender/Lenders' Representative shall indemnify, defend and hold harmless the Concessionaire and the Authority against any and all proceedings, actions and third party claims for any loss, damage, cost and expenses arising out of the Senior Lenders'/Lenders' Representative's failure to fulfil its obligations under this Substitution Agreement, materially or adversely affecting the performance of the Concessionaire's or the Authority's obligations under the Project Agreements, other than any loss, damage, cost and expenses arising out of acts done in discharge of their lawful functions by the Senior Lenders/Lenders' Representative.

6.2 Notices and Contest of Claims

- 6.2.1 In the event that any Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 6.1 or in respect of which it is entitled to reimbursement (**Indemnified Party**), it shall notify the other Party responsible for indemnifying such claim hereunder (**Indemnifying Party**) within 15 (fifteen) Days of receipt of claim and shall not settle or pay the claim without prior approval of the Indemnifying Party, such approval not being unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting it. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnified Party may reasonably require.

CLAUSE 7 DISPUTE RESOLUTION

7.1 Amicable Settlement

In the event of a Dispute either Party may give the other written notice at any time of a Dispute having arisen (**Notice of Dispute**). The Notice of Dispute shall set out brief details of the nature of the Dispute.

The Parties agree that they will endeavour to resolve any Dispute amicably and in good faith within 30 (thirty) days of a Notice of Dispute being served by one Party on the other Party in respect of that Dispute. In the event that resolution of the Dispute is reached pursuant to this Clause 7.1, the resolution and its terms shall be recorded in writing and signed by one representative from each of the Parties.

7.2 Dispute Resolution by Arbitration

Failing amicable settlement and/or settlement of a Dispute pursuant to the provisions of Clause 7.1, each of the Parties unconditionally and irrevocably agrees to the submission of such Dispute to binding arbitration governed by the Arbitration and Conciliation Act, 1996, by appointment of a sole arbitrator to be appointed by mutual agreement of the Parties (**Arbitrator**). If the Parties fail to appoint an Arbitrator within 15 (fifteen) days of the decision to submit the Dispute to arbitration in accordance with this Clause 7.2, such Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Any arbitration proceedings commenced pursuant to this Clause 7.2 shall be referred to as the arbitration (**Arbitration**).

7.3 Place of Arbitration

The place of the Arbitration shall be Bhubaneswar.

7.4 English Language

The request for the Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings pursuant to the Arbitration shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

7.5 Fees and Expenses

The fees and expenses of the Arbitrator and all other expenses of the Arbitration shall be initially borne and paid by respective Parties, subject to determination by the

Arbitrator. The Arbitrator may provide in the award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the Arbitration claim, including legal fees and expenses incurred by such Party.

7.6 Performance of Obligations during the Pendency of the Arbitration Proceedings

The Substitution Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award under any Arbitration proceedings pursuant to this Clause 7.

7.7 Survival

The provisions of this Clause 7 shall survive the termination of the Substitution Agreement.

**CLAUSE 8
GOVERNING LAW AND JURISDICTION**

The validity, construction and performance of this Substitution Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and subject to the exclusive jurisdiction of the courts in the State of Odisha.

**CLAUSE 9
MISCELLANEOUS**

9.1 Representations and Warranties

9.1.1 The Parties hereto expressly represent and warrant that they are duly empowered to sign and execute this Substitution Agreement.

9.2 Notices

Notices under this Substitution Agreement shall be sent to the addresses first hereinabove mentioned. Any change in the address of any Party shall be duly notified by registered post acknowledgement due and delivered to other Parties.

9.3 Amendments to Substitution Agreement

9.3.1 This Substitution Agreement shall not be affected by re-organisation of any Lender, Lenders' Representative or the Authority and the successor-in-interest of such Lender, Lenders' Representative and the Authority shall have the benefit of this Substitution Agreement.

9.3.2 No amendment, variation or modification to this Substitution Agreement shall be valid and effectual unless made in writing and executed by the duly authorised representatives of all the Parties.

- 9.3.3. All stamp duties or other imposts and charges as are applicable on this Substitution Agreement or on amendment of the Project Agreements or execution of a new concession agreement for the purpose of substitution as aforesaid shall be borne by and be to the account of the Concessionaire. In the event of Senior Lenders making such payment for time being, it shall be deemed to be a part of the Senior Lenders' Dues.

9.4 Harmonious Construction

- 9.4.1 The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Substitution Agreement. The Concession Agreement and this Substitution Agreement shall be read together and construed harmoniously. The terms of the Concession Agreement shall prevail in the event of any inconsistencies with the Substitution Agreement.
- 9.4.2 The consultation, recommendation or approval of the Lenders' Representative under this Substitution Agreement shall always be taken as consultation, recommendation or approval of every concerned Lender and each such Lender shall be bound by the same and hereby waives its right to question or dispute it.
- 9.4.3 This Substitution Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Agreements.
- 9.4.4 It shall not be necessary for the Senior Lenders or the Lenders' Representative to enforce or exhaust any other remedy available to them before invoking the provisions of this Substitution Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN PRESENCE OF THE FOLLOWING WITNESSES:

SIGNED, SEALED & DELIVERED

for and on behalf of
the Authority

(Authorised Signatory)

for and on behalf of
(Concessionaire)

(Authorised Signatory)

for and on behalf of
(Senior Lenders)

(Authorised Signatory)

Witnesses:

1.

2.

ANNEXURE A

Copy of the Concession Agreement

[To be annexed]

SCHEDULE 25

ROLES AND RESPONSIBILITIES OF THE LEAD TECHNICAL MEMBER

1. The Lead Technical Member or its Associate, in case appointed by the Concessionaire as the O&M Contractor for the O&M of the Hospital including for providing Core Clinical Services in accordance with the Agreement, shall provide such services in the Hospital in accordance with the Agreement.
2. The Lead Technical Member shall at all times during the Concession Period, be responsible for the appointment of the Key Managerial Personnel of the Concessionaire. For evidencing the same, the appoint letters of the Key Managerial Personnel shall be countersigned by the authorized representative(s) of the Lead Technical Member.
3. The Lead Technical Member shall be responsible for vetting the Drawings prior to the same being submitted by the Concessionaire to the Authority and/or Independent Engineer as required under the Agreement. For evidencing the same, the Drawings shall be countersigned by the authorized representative(s) of the Lead Technical Member.

SCHEDULE 26

PATIENT SATISFACTION SURVEY

Concessionaire shall obtain patient feedback on a continuous basis through a structured questionnaire for the calculation of patient satisfaction index. An indicative Inpatient and Outpatient feedback forms to be used for patient satisfaction survey are provided in this Schedule 25. Authority and/or Monitoring Agency reserves the right to amend the attributes/parameters of these forms to ensure its continuous suitability over the time. Concessionaire shall furnish patient satisfaction index to the Authority and/or Monitoring Agency as and when requested.

I. Inpatient feedback/survey form

Dear Friend,

You have spent your valuable time in the hospital in connection with your / relative's/friend's treatment. It will help us in our endeavour to improve the quality of service, if you share your opinion on the service attributes of this hospital enumerated in the table below.

Please tick the appropriate box and drop the questionnaire in the Suggestion box

Sl. No.	Attribute/parameter	Your rating* (in a scale of 1 – 5) 1 being lowest satisfaction & 5 being highest satisfaction)					
		1	2	3	4	5	No comments
1.	Availability of sufficient information at Registration/Admission counter						
2.	Behaviour and attitude of staff at the registration/admission counter						
3.	Waiting time at the Registration/Admission counter	more than 30 mins	10-30 mins	5-10 mins	Within 5 mins	Immediate	
4.	Availability of adequate directional signage						
5.	Display of available services being offered at this hospital						
6.	Availability of diagnostics and laboratory services						

	within the facility as displayed						
7.	Attitude & communication of Doctors						
8.	Regularity of Doctor's attention / visit						
9.	Round the clock availability and promptness of Nurses response in the ward						
10.	Availability of prescribed drugs from the hospital						
11.	Timeliness and Quality of diet supplied						
12.	Cleanliness of the ward and toilets						
13.	Cleanliness of Bed sheets/ pillow covers etc.						
14.	Cleanliness of surroundings and campus drains						
15.	You satisfaction level on the discharge process and time taken for same						
Your valuable suggestions (if any) 1. 2. 3. 4. 5.							

Date:

IPD Regn. No.:

Ward Name:

Full Name:

Contact No. (Optional):

II. Outpatient feedback/survey Form

Dear Friend,

You have spent your valuable time in the hospital in connection with your / relative's/friend's treatment. You are requested to share your opinion about the service attributes of this hospital which will be used for improving the services

Please tick the appropriate box and drop the questionnaire in the Suggestion box

Sl. No.	Attribute/parameter	Your rating* (in a scale of 1 – 5) 1 being lowest satisfaction & 5 being highest satisfaction)					
		1	2	3	4	5	No comments
1.	Availability of adequate signage						
2.	Availability of sufficient information at Help Desk you asked for	more than 30 mins	10-30 mins	5-10 mins	Within 5 mins	Immediate	
3.	Waiting time at the Registration counter	more than 30 mins	10-30 mins	5-10 mins	Within 5 mins	Immediate	
4.	Behavior and attitude of staff at the registration counter						
5.	Waiting time for consultation						
6.	Behavior of Doctor and other staff at OPD						
7.	Arrangement & Privacy for physical examination						
8.	Availability of laboratory and diagnostics tests						
9.	Behavior and cooperation of staff at Laboratory / Radio diagnostic department						
10.	Availability of medicines at OPD pharmacy						

11.	Arrangement at waiting area at different places (sitting arrangement, drinking water, toilets etc.)						
12.	Cleanliness of OPD area, waiting area, toilets etc						
Your valuable suggestions (if any) 1. 2. 3. 4. 5.							

Date:

OPD Regn. No.:

OPD Name:

Full Name:

Contact No. (Optional):

ANNEXURE I OF SCHEDULE 19
MONTHLY MIS REPORTING FORMAT

(a) Volume Indicators

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
(A) HEALTHCARE FACILITY STATISTICS															
1	Total OPD Attendance														
1 (a)	Old														
1 (b)	New														
2	BPL OPD Attendance														
3	Male OPD														
4	Female OPD														
5	Total IPD Admissions														
6	BPL IPD admissions														
7	Patient Bed Days (Cumulative total of midnight head count of all days of the month)														
8	No. of Deaths														
9	No. of patients attended in Emergency														
10	No. of Licensed beds														
11	No. of functional Beds on ground														
12	No. of functional ambulances available														
13	No. of trips made by ambulance for transferring patients														
(B) OPERATION THEATRE															
14	No. of Minor Surgeries														

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
15	No. of Select BPL Patients underwent Minor Surgeries														
16	No. of Female Patients underwent Minor Surgeries														
17	No. Major surgeries Done														
17 (a)	No. of OBG surgeries														
17 (b)	No. of Orthopedics Surgeries														
17 (c.)	No. of General Surgeries														
18	No. of Select Patients underwent Major Surgeries														
19	No. of Female Patients underwent Major Surgeries														
(C) MATERNAL & CHILD HEALTH															
20	No. of Normal Deliveries in Healthcare facility														
21	Number of Normal Deliveries- (Select BPL Category)														
22	No. of C-Section Deliveries														
23	No. of C-Section Deliveries- (Select)Category														
24	No. of complicated deliveries														
25	No. of Maternal Deaths														
26	No. of Neonatal Deaths including still births.														
27	No. of IUD insertions performed.														
28	No of condoms distributed														
29	No. of Vasectomy performed														

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
30	No. of Tubectomy performed														
31	No of MTPs conducted														
32	No of Postpartum sterilization														
33	No. of children immunized														
(D) BLOOD BANK / STORAGE UNIT															
34	No. of Blood Units Issued														
35	No. of units Demanded by Healthcare facility														
(E) LABORATORY SERVICES															
36	No. of Lab tests done														
37	No. of Lab test done - (Select Category)														
(F) RADIOLOGY															
38	No. X-Ray Taken														
39	No. of X-Ray taken - (Select Category)														
40	No. of ultrasound done														
40 (a)	No. of OBS ultrasound done														
40 (b)	No. of Gen. ultrasound done														
41	No. of ultrasound Done- (Select Category)														
42	No. of ECG Done														
43	No. of ECG Done- (BPL Category)														
(G) DEPARTMENT WISE STATISTICAL DATA															
(G-1) OPD ATTENDANCE															
44	Medicine														
45	Surgery														
46	Pediatrics														

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
47	Orthopedics														
48	Obstetrics & Gynecology														
49	Dental														
50	T.B.														
51	E.N.T.														
52	ICTC														
53	Others (if any)														
54	TOTAL OPD ATTENDANCE														
(H) INPATIENT DEPARTMENT															
55	Male Ward														
55 (a)	Total Admissions														
55 (b)	Select														
55 (c.)	Discharge														
55 (d)	Death														
55 (e.)	Referred to higher level of facility														
55 (f)	Absconding														
55 (g)	LAMA														
56	Female Ward														
56 (a)	Total Admissions														
56 (b)	Select patient														
56 (c.)	Discharge														
56 (d)	Death														
56 (e.)	Referred to higher level of facility														
56 (f)	Absconding														
56 (g)	LAMA														
57	Medicine														

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
57 (a)	Total Admissions														
57 (b)	Select patient														
57 (c.)	Discharge														
57 (d)	Death														
57 (e.)	Referred to higher level of facility														
57 (f)	Absconding														
57 (g)	LAMA														
58	Surgery														
58 (a)	Total Admissions														
58 (b)	Select patient														
58 (c.)	Discharge														
58 (d)	Death														
58 (e.)	Referred to higher level of facility														
58 (f)	Absconding														
58 (g)	LAMA														
59	Pediatrics														
59 (a)	Total Admissions														
59 (b)	Select patient														
59 (c.)	Discharge														
59 (d)	Death														
59 (e.)	Referred to higher level of facility														
59 (f)	Absconding														
59 (g)	LAMA														
60	Orthopedics														
60 (a)	Total Admissions														
60 (b)	Select patient														

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
60 (c.)	Discharge														
60 (d)	Death														
60 (e.)	Referred to higher level of facility														
60 (f)	Absconding														
60 (g)	LAMA														
61	Obstetrics and Gynecology														
61 (a)	Total Admissions														
61 (b)	Select patient														
61 (c.)	Discharge														
61 (d)	Death														
61 (e.)	Referred to higher level of facility														
61 (f)	Absconding														
61 (g)	LAMA														
62	Others (if any)														
62 (a)	Total Admissions														
62 (b)	Select patient														
62 (c.)	Discharge														
62 (d)	Death														
62 (e.)	Referred to higher level of facility														
62 (f)	Absconding														
62 (g)	LAMA														
63	TOTAL IPD														
63 (a)	Total Admissions														
63 (b)	Select patient														
63 (c.)	Discharge														

S. NO.	Parameter/Indicator	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
63 (d)	Death														
63 (e.)	Referred to higher level of facility														
63 (f)	Absconding														
63 (g)	LAMA														

(b) Performance Indicators

SR. NO.	TITLE	METRIC	HOW	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	Average
(A) HEALTHCARE FACILITY STATISTICS																	
1	Bed occupancy Rate (BOR)	Rate	Total Patient Bed Days x 100 ÷ (Functional Beds in Healthcare facility × Calendar Days in month) Bed Patient days- Sum of daily patient census for whole month.														
2	Bed Turnover Rate (BTR)	Rate	Inpatient discharge including deaths in the month ÷ Functional Bed on Ground														
3	Average Length of Stay (ALOS)	Rate	Total Patient Bed Days in the month (excluding New Born) ÷ Discharges in the month (including Death, LAMA, absconding)														
4	LAMA rate	Rate/100 Admission	Total No. of LAMA cases × 100 ÷ Total No. of Admissions														
(B) PATIENT CARE																	
5	Nurse to Bed ratio	Ratio	Total Healthcare facility Beds/Total No. of Nurses (including ANM)														
(C) Operation Theatre																	
6	Percent of Cancelled surgeries	Percent	surgeries Cancelled x 100 ÷ Total surgeries performed														
7	Total No. of death on Operation Table and Postoperative Deaths	Numbers	Count														
8	Anesthesia related mortality	Numbers	Count														

(D) MATERNAL & CHILD HEALTH																		
9	LSCS Rate	Rate	No. of CS delivery x 100 ÷ No. of Total delivery															
10	Percentage of mothers leaving Healthcare facility in less than 48 hrs.	Percent	no. of mothers leaving Healthcare facility in less than 48 hrs. of delivery x 100 ÷ Total No. of delivery															
11	Percentage of mothers getting JSY benefits within 48 hours of delivery	Percent	No of institutional deliveries, receiving JSY benefits within 72 hrs. of delivery × 100 ÷ Total no. of mothers entitled															
(E) DISPENSARY																		
12	No of drugs expired during the month	Number (Volume and Type)	Count															
13	Percentage of drugs available	Percent	No. of drugs available in the dispensary x 100/ No. of drugs as per essential drug list for the facility															
(F) Blood Bank																		
14	Blood Bank Turnover	Ratio	No. of unit issued/ No. of units collected (including replacements)															
(G) LABORATORY SERVICES																		
15	Sputum Positive Rate	Rate	No. of slide found positive in AFB x 100 ÷ Total slide Prepared for test															
16	M P Positive Rate	Rate	No. of slide found positive for Malaria Parasite x 100 ÷ Total slide Prepared for test															

(H) HOUSEKEEPING <i>for every YES give 1 for every NO give 0, add scores of all 10 attributes to get the final score</i>																			
17	Hygiene Score	Score of 0-10 (for every YES give 1 for every NO give 0, add scores of all 10 attributes to get the final score)	Availability of running water																
			Availability of functional Cisterns																
			Clean toilets																
			No broken seats, cistern, tiles.																
			No water logging																
			No water leakage from taps/overhead tanks																
			Clean wards/corridors																
			No clogged / overflowing drains																
			No over grown weed shrubs in the premises.																
			Toilets meant for patients not locked from outside.																
(I) HOSPITAL INFECTION CONTROL																			
18	Number of Culture Surveillance conducted	Number	Number of Culture Surveillance with details of departments in which they are conducted. Reports of Surveillance to be attached																
(J) ENGINEERING AND MAINTENANCE																			

19	Down Time Critical equipment	In Hours/ Days	Total time critical equipment cannot be used because of being out of order																
20	No. of Instrument Calibrated	Numbers	Count																
(K)BIO MEDICAL WASTE MANAGEMENT																			
<i>for every YES give 1 for every NO give 0, add scores of all 10 attributes to get the final score</i>																			
21	BMW Score	Scale 1-10	Availability of colour coded Bins at point of BMW generation																
			Availability of coloured liners																
			Display of work instructions at the point of segregation																
			Segregation of BMW at point of generation																
			Availability of sharps pit and disposal of sharps as per rules.																
			Availability of deep burial pit and disposal of placenta and other anatomical waste as per rule																
			Availability of PPE(Personal Protective Equipments) with biomedical waste handlers																
			Availability of sodium hypochlorite solution and puncture proof boxes																
			Mutilation and disinfection of plastic waste before disposal																
			Authorization under BMW management rules.																
(L) Patient Rights and Information																			
<i>for every YES give 1 for every NO give 0, add scores of all 10 attributes to get the final score</i>																			

22	Patient Information Score	Scale 1-10	Citizen Charter available and prominently displayed																	
			Emergency signage prominently displayed																	
			Help Desk/ Enquiry counter with dedicated person available																	
			User Charges (OPD/IPD/Diagnostics/blood bank/others) prominently displayed																	
			Availability of drugs prominently displayed (at dispensary and IPD)																	
			Departmental Signage prominently displayed																	
			Display of mandatory information (under PNDT/RTI etc.																	
			Complaint/Suggestion box prominently placed																	
			Safety/ Hazard and caution sign prominently displayed.																	
			Consent Practiced (OT/IPD/MTP/HIV testing)																	
(M) INTERNAL, MEDICAL AUDIT AND DEATH AUDIT																				
23	Internal Audit conducted during the month (Yes / No)	Yes / No	1) Details to be attached including report, if audit conducted 2) If Internal Audit not conducted in this month then specify the due date for the same.																	
24	Death Audit conducted during the month (Yes / No)	Number	Medical Audit Conducted - YES / NO Number of cases discussed?																	

25	Medical Audits conducted during the month / Number of cases discussed	Number	Medical Audit Conducted - YES / NO															
			Number of cases discussed?															

