



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

**Advertisement for selection of Transaction Advisor for Establishment of  
Cancer Hospital in PPP mode at Jharsuguda**

The details are available in this Department website : <http://health.odisha.gov.in>  
and the last date of application is 11.12.2017

Special Secretary (MS) to Government

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

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**No.:** 2 8 2 7 5 /H, **Dated: 10.11.2017**  
**ME-II-M-19/2017**

From

Dr.Ajit Kumar Mishra, OAS  
Additional Secretary to Government

To

The Director-cum-Additional Secretary to Government,  
Information & Public Relation Department

**Sub: Publication of Advertisement for selection of Transaction Adviser for establishment Cancer Hospital in PPP mode at Jharsuguda.**

Sir,

I am directed to enclose herewith the copy of advertisement regarding selection of Transaction Adviser for establishment Cancer Hospital in PPP mode at Jharsuguda. The said advertisement may please be published in the following newspapers as per the following schedule for the information of public.

<b>Date of publication</b>	<b>Name of the News Papers</b>
11.11.2017	<b>The Samaj, The Sambad (State Edition) The Times of India, The Economics Times (National Edition)</b>

Encl: Both hard & soft copy of the advertisement.

Yours faithfully,

Additional Secretary to Government

**Memo No: 2 8 2 7 6 /H, Dated: 10.11.2017**

Copy forwarded to P.S to the Hon'ble Minister, Health & Family Welfare, Law, Odisha for information and necessary action.

Additional Secretary to Government

**Memo No: 2 8 2 7 7 /H, Dated: 10.11.2017**

Copy forwarded to P.S to the Commissioner-cum-Secretary to Government, Health & FW Department for information and necessary action.

Additional Secretary to Government

**Memo No: 2 8 2 7 8 /H, Dated: 10.11.2017**

Copy forwarded to the Head State Portal Group, IT Centre, Secretariat / Deputy Secretary to Government, Health & FW Department, I/c of IT Cell with a request to post this advertisement in the website <http://www.odisha.gov.in/> health portal/index.html for general information.

Additional Secretary to Government

## **RFP Document**

### **Selection of Transaction Advisor for Establishment of Cancer Hospital in PPP mode at Jharsuguda.**

**Date: 10.11.2017**

#### **Issued By**

**Department of Health & Family Welfare  
Government of Odisha**

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**1. LETTER OF INVITATION**

Letter No.: **28275/H**

Dated: **10.11.2017**

To

1. M/s Deloitte Touche Tohmatsu India Private Limited, Hansalya, Barakhamba Road, New Delhi-110 001
2. M/s CRISIL Infrastructure Advisory, India, CRISIL House, Andheri-Kurla, Road, Andheri (East), Mumbai- 400 093
3. M/s PricewaterhouseCoopers Pvt. Ltd, DN 56 & 57, Sector V, Salt lake, Kolkata – 700 091
4. M/s International Finance Corporation, 3<sup>rd</sup> and 4<sup>th</sup> Floor, Maruti Suzuki Building, 1 Nelson Mandela Road, Vasant Kunj, New Delhi – 110 070
5. M/s Grant Thornton, 21<sup>st</sup> floor, DLF Square, Jacaranda Marg, DLF Phase II, Gurgaon – 122 002
6. M/s KPMG Advisory Services Private Ltd., Building No.10, 8th Floor, Tower B, DLF Cyber City Phase II, Gurgaon-122002
7. M/s SBI Capital Markets Ltd: 5 th Floor, World Trade Tower, Barakhamba Lane, New Delhi-110001.

Dear Sir/Madam:

Department of Health & Family Welfare – H&FW Department (the “Authority”) invites proposals to for “**Selection of Transaction Advisor for Establishment of Cancer Hospital in PPP mode at Jharsuguda**”. Further details of the services requested are provided in the Scope of Services mentioned in the RFP.

All information contained in this RFP should be treated as commercially confidential and you are requested to limit dissemination on a need to know basis.

Please note that while all the information and data regarding this RFP is to the best of Authority’s knowledge accurate within the considerations of scoping the proposed project, the Authority holds no responsibility for the accuracy of this information and it is the responsibility of the Transaction Advisor to check the validity of data included in the document.

Yours sincerely,

(Name and Signature of Issuing Authority)

Name: **Dr. Kailash Chandra Dash**

Designation: **Special Secretary (MS) to Government**

Mobile No.:**9439996555**, Email: **kailashchandradash40@gmail.com**

Establishment of Cancer Hospital in PPP mode at Jharsuguda

## 2. DATA SHEET

1	Name of the Authority: Department of Health and Family Welfare, Government of Odisha
2	Method of Selection: Least Cost Basis
3	Financial proposal to be submitted along with the Technical Proposal: Yes
4	Bidders requiring any clarification on the RFP may send their queries to the Authority in writing. All written queries should reach the Authority Representative by Email with an attachment in MS Word not later than 10 days prior to Proposal Due Date. All queries should be directed to the Authority's Representative details provided below. The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 days prior to the Proposal Due Date. The Authority reserves the right not to respond to any questions or provide any clarifications.
5	Authority Representative/ Point of contact for any queries related to the RFP:  <b>Dr. Kailash Chandra Dash</b> <b>Special Secretary (MS) to Government</b> <b>Health &amp; Family Welfare Deptt., State Secretariat,</b> <b>Odisha, Bhubaneswar</b> <b>Mobile No: 9439996555</b> <b>Email: kailashchandradash40@gmail.com</b>
6	Proposal should remain valid for 120 days from the proposal due date.
7	The Transaction Advisor is required to include with its Proposal written confirmation of authorization to sign on behalf of the Transaction Advisor: Yes
8	Consortia: Consortium is not permitted. However Transaction Advisor is permitted to take sub-consultant(s) for the project to enhance its capability. But the Transaction Advisor shall be solely responsible for the assignment.
9	The Transaction Advisor must submit the original and two copies of the technical proposal and one original copy of the Financial Proposal
10	The Transaction Advisors are required to submit sealed Technical Proposal and separately sealed Financial proposal. Email submissions are not allowed.  Financial and Technical Proposals should be clearly marked Financial (or Technical) Proposal for (Title of Consulting Service) - Do not open except in presence of the Evaluation Committee. The name of the Consulting firm submitting the proposal must also be clearly indicated on the envelopes.  Two separately sealed envelopes containing 'Technical Proposal' and 'Financial Proposal' shall be kept in a third envelope. This envelope will be sealed and

	<p>should be marked properly indicating the contents, "Proposal for (Title of Consulting Service) - Do not open except in presence of the Evaluation Committee. The name of the Consulting firm submitting the proposal must also be clearly indicated on the envelope.</p> <p>Each proposal (Technical and Financial separately) shall be hard bound and serially numbered. Financial figures shall be laminated/covered with transparent adhesive tape.</p> <p><b>The proposal must be submitted by Speed Post / Registered Post / By Hand only. Proposals sent through private courier shall not be received.</b></p>
11	A bid security must be submitted: Yes
12	The amount of bid Security is Rs. 10,000 (Rupees Ten Thousand Only).
13	Format for Bid security: Bank Demand Draft drawn in favour of <b>"DDO-cum-Desk Officer, Health &amp; FW Department"</b> payable at <b>Bhubaneswar</b> .
14	<p>The Bid Security shall be returned not later than 120 days from Proposal Due Date (PDD) except in case of the L1 and L2 bidders. Bid Security of the second lowest bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's Bid Security shall be returned, upon the bidder signing the Agreement.</p> <p>Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.</p>
15	Proposals must be submitted no later than the following date and time: <b>11.12.2017 at 1500</b> hours. Bid received after this time will not be entertained nor considered.
16.	Address for submission of the Proposal: Health & Family Welfare Department State Secretariat, Odisha, Bhubaneswar
17	Expected date for public opening of Technical Proposal: <b>15.12.2017 at 1530</b> hours
18.	Expected date for opening of Financial Proposal: To be notified <b>20.12.2017</b>
19	Expected date for contract negotiations: To be notified <b>27.12.2017</b>
20	Expected date for commencement of consulting services: <b>15.01.2018</b>

### 3. INTRODUCTION AND BACKGROUND

#### 3.1. PROJECT DESCRIPTION

Odisha is a major state in eastern India with a population of 41 million (Census 2011) and Net domestic product of INR 97,359 crores. Jharsuguda is amongst the most industrially developed districts in Odisha with a large number of industries having presence in and around the district. The district is rich in minerals like coal, quartzite and fire clay. With excellent rail and road connectivity to all major Indian cities and plenty of resources, the district has emerged as the preferred location for industries. Cultivation of paddy & vegetables along with forest products of Kendu leaves, wood and leather significantly contributes to the economic activity of the district. In spite of significant industrial development, the existing healthcare facilities in Jharsuguda and nearby districts are inadequate, with an acute shortage of doctors and services. Government of Odisha is keen to improve healthcare facilities in the district and desires to develop a Cancer Hospital in the district (the "Project").

In order to bring private sector efficiency in delivering quality care, Government of Odisha through Health & Family Welfare Department intends to implement the project under PPP mode. In view of this, Health & Family Welfare Department intends to select a transaction advisor for supporting the Department in selection of a private operator for the project.

#### 3.2. PROJECT OBJECTIVE

The project will serve the objective to improve cancer care in Jharsuguda and neighboring districts by providing quality care to the population

#### 3.3. SCOPE OF SERVICES

The scope of services for the transaction advisor for the project includes the following:

##### **Project Feasibility Analysis**

- **Site assessment**

The transaction advisor shall:

- Assess site suitability for the Project including connectivity, SWOT analysis, availability of off-site infrastructure facilities



- Study of applicability of regulations such as building regulations, land use, environmental regulations, bio medical waste management regulations for the Project

- **Market Assessment**

The transaction advisor shall conduct market assessment including:

- Catchment delineation and analysis for the Project
- Assessment of supply scenario in Jharsuguda and project catchment with respect to available healthcare facilities through primary and secondary research and discussion with stakeholders
- Need gap analysis with respect to healthcare facilities and human resource
- Demand assessment for cancer care in Jharsuguda and project catchment

- **Project Configuration**

The transaction advisor shall:

- Suggest maximum permissible built up area for the project as per applicable building regulations
- Formulate service mix and proposed clinical specialties for the project
- Suggest required medical equipment including technical specifications for the project
- Suggest manpower norms for the proposed service mix and clinical specialties for the project
- Suggest mechanism of bio-medical waste management for the project

- **Financial feasibility analysis**

The transaction advisor shall:

- Develop financial model for assessing financial viability of the project
- Estimate capital investment requirement
- Prepare revenue and operational cost projections and projected P&L, cash flow and balance sheet
- Undertake sensitivity analysis with respect to key factors affecting project viability

- **PPP Structuring**

The transaction advisor shall:

- Undertake risk assessment & allocation
- Devise a suitable PPP structure consisting of scope of project, roles & responsibilities of parties, institutional framework, pricing mechanism, payment mechanism if any, quality assurance.
- Devise a monitoring framework and key performance indicators
- Formulate key terms of concession agreement, bid strategy, bid conditions and bid parameter for selection of private operator

- **Mechanism for providing affordable treatment**

The transaction advisor shall

- Suggest suitable service mix, pricing and financing mechanism for delivering affordable cancer care to poor patients
- Formulate a mechanism of delivering affordable cancer care to poor patients
- Devise the monitoring framework in order to ensure that affordable care is provided to poor patients

### **PPP Procurement**

Following is scope of services of the transaction advisor with respect to PPP procurement:

- **Developing Bidding Strategy & Methodology:** A structured and transparent bidding strategy & bid evaluation methodology promotes investor confidence and ensures participation from quality players active in the segment. Based on the desired profile of the PPP partners and the project dynamics, the transaction advisor shall develop a bidding strategy and evaluation methodology in consultation with Department of Health & Family Welfare.
- **Development of pre-qualification criteria:** The transaction advisor shall be required to develop a pre-qualification criteria for assessing the technical and financial capability of the bidders for the project.
- **Preparation of Request for Qualification (RFQ) document:** The transaction advisor shall prepare a RFQ document incorporating the pre-qualification criteria for short listing of bidders.

- Project marketing: The transaction advisor shall support H&FW Department in project marketing including reaching out and discussion with the potential private operators, facilitation in conducting investor consultation with potential private operators
- Evaluation of RFQ applications and recommend short listing of bidders: The transaction advisor shall evaluate the RFQ applications received and recommend short listed bidders.
- Preparation of Request for Proposal (RFP) document, project information memorandum and draft concession agreement: The transaction advisor shall prepare RFP document comprising of Instructions to Bidders and key terms of bidding. The transaction advisor shall also prepare a project information memorandum and draft concession agreement to be issued along with the RFP.
- Facilitation in pre-bid conference and drafting response to pre-bid queries: The transaction advisor shall facilitate in conducting pre-bid conference including making presentation, clarifying pre-bid queries and support in issuing response to bidder's queries.
- Facilitation in conducting entire bid process management including evaluation of bids, advise on formation of bid opening & evaluation committee, presenting the findings of bid evaluation in front of the committee and recommending preferred bidder
- Facilitation in signing of concession agreement including preparation of draft letter of award, finalization of concession agreement for signing and facilitation in fulfillment of pre-conditions of agreement signing if any and provide necessary support to Department till signing of Concession Agreement

### **Capacity Building**

- Capacity building of officials of H&FW Department on the project structure, key conditions of contract, monitoring framework, key performance indicators and role of H&FW Department in monitoring of the project

#### 4. DELIVERABLES /MILESTONES & TIME LINES

The deliverables/milestones and timelines for the project are tabulated as below:

S. No.	Deliverables/Milestones	Timelines
1	Submission of Project Feasibility Report	6 weeks from the date of signing of Consultancy Agreement
2	Submission of Project Structuring Report	4 weeks from the date of approval of Project Feasibility Report by client
3	Submission of RFQ document	2 weeks from the date of approval of Project Structuring Report by client
4	Issue of RFQ document	1 week from date of approval of RFQ document
5	Evaluation of RFQ applications and short listing of bidders	2 weeks from the date of receipt of RFQ applications
6	Submission of Bid Documents (RFP, Project Information Memorandum and Draft Concession Agreement)	6 weeks from the date of approval of Project Structuring Report by client
7	Issue of bid documents	1 week from the date of approval of bid documents by client
8	Submission of bid evaluation report recommending preferred bidder for the project	2 weeks from the date of receipt of bids
9	Issue of Letter of Award to the selected bidder	2 weeks from the date of approval of the award of work to selected bidder by competent authority
10	Signing of Concession Agreement for the project	4 weeks from the date of issue of Letter of Award

#### 5. DURATION OF SERVICES

The total duration of the entire project is expected to be 9-12 months. The Transaction Advisor must include its fixed lump-sum quotation in the fee to comply with the Scope of Services.

#### 6. PAYMENT SCHEDULE

The following table details out the payment structure for the Transaction Advisor against the deliverables:

S.No.	Deliverables	Percentage of Payment
1	Submission of Project Feasibility Report	20%
2	Submission of Project Structuring Report	10%
3	Submission of Bid Documents (RFP, Project Information Memorandum and Draft Concession Agreement)	20%
4	Issue of bid documents	10%
5	Submission of bid evaluation report recommending preferred bidder for the project	20%
6	Issue of Letter of Award to the selected bidder	10%
7	Signing of Concession Agreement for the project	10%

## 7. PROJECT PROCESS

The project milestones are mentioned under section 4 above. At each milestone, the deliverables of the transaction advisors shall be approved by the client. As and when required, approval of Empowered Committee of Infrastructure (ECI) will be sought during the assignment. The Transaction Advisor shall be required to assist client in making presentation to ECI and providing any clarifications as required. The Transaction Advisor will work in close association with the Authority, which is the implementing agency to take this work forward.

## 8. REQUIREMENT FOR TRANSACTION ADVISOR

Transaction Advisors will be required to provide a team of qualified personnel as per the requirement mentioned below for the project. The Transaction Advisor shall be required to submit CVs of the required Key Professional as part of its Technical Proposal in the required format under Form Tech 6 of this RFP. The Transaction Advisor will be required to be available at a short notice as and when required by Authority at their office in Bhubaneswar.

## RFP for selection of Transaction Advisor

All the prospective Transaction Advisors shall have sufficient qualified personnel and resources to accomplish the Scope of Services mentioned under section 3.3 of this RFP. The Transaction Advisor should be capable of furnishing all necessary professional, technical, and expert services as required to deliver the Scope of Services.

**Key Personnel:** The Consultancy Team shall consist of at least the following key personnel (the “Key Personnel”).

<b>Key Personnel</b>	<b>Minimum Educational Qualification</b>	<b>Minimum Years of Experience</b>	<b>Required Experience Criteria</b>
Team Leader cum PPP expert	MBA / CA	10 years	Should have at least 10 years of experience. He/She should have experience of leading at least 3 hospital PPP projects
Healthcare Expert	Masters in Hospital Administration / Post graduate diploma in Hospital Management or equivalent	10 years	Should have at least 10 years of experience in healthcare market assessment and experience of conducting market assessment and demand-supply gap analysis for at least 2 hospital PPP projects
Finance Expert	MBA(Finance)/CA	10 years	Should have at least 10 years of experience in financial modeling & viability analysis of PPP projects. He/She should have experience in financial modeling and financial viability analysis of at least 2 Hospital PPP projects
Legal Expert	Law Graduate	10 years	Should have at least 10 years of experience in legal review/vetting of Concession Agreements for PPP projects

**Availability of Key Personnel:** The bidder shall ensure that the above Key Personnel along with other sub-professionals, required for the assignment are available and meeting the minimum qualification and Experience as specified above. The Authority will not normally consider any request of the selected bidder for substitution of Key Personnel during negotiations. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Team leader proposed for assignment shall not be allowed to be changed. As a condition to such substitution, a sum equal to 10% (ten per cent) of the total fee shall be deducted. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent). Any further substitution may lead to disqualification of the Transaction Advisor or termination of the Agreement. However, Authority reserves the right to permit substitution of Team Leader and to relax the provision of fee deduction at its own discretion.

The positions of "Team Leader" and "Finance Expert" would have to be employees of the bidding firm (not sub-consultants).

## **9. TERMS AND CONDITIONS**

The bidder(s) shall bear all costs associated with the preparation and submission of its proposal and contract negotiation.

All documents submitted by the bidder(s) will be treated as confidential, and will not be returned to bidder(s).

Authority reserves the right to accept or reject any or all proposals, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the bidder(s). Authority also reserves the right not to award or enter into any contract or agreement with any bidder(s), and may terminate the procurement process at any time without thereby incurring any liability to any bidder.

Failure by any bidder(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the bidder's proposal in its entirety.

Transaction Advisor has an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Transaction Advisor or termination of its Contract at any stage.

A recommendation for award of Contract will be rejected if it is determined that the recommended Transaction Advisor has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such

cases the Authority will declare the Transaction Advisor, either indefinitely or for a stated period of time and Transaction Advisors will be blacklisted.

Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable and shall provide to the Transaction Advisor the appropriate tax deduction certificate evidencing payment of such taxes.

The Transaction Advisor shall submit to Authority five (5) copies of the final deliverables envisaged in the Scope of Services including the RFP and the Draft Concession Agreement. All the deliverables shall be submitted in CDs (1 set) containing all basic as well as processed data.

In case of difference in Original and copy of submission, the Original shall prevail.

## **10. SUBMISSION OF PROPOSAL**

Once submitted, the proposal cannot be altered without prior written consent of Authority. Standard Formats for submission of the Proposal are enclosed with this RFP.

## **11. EVALUATION AND SELECTION PROCESS**

### **Evaluation of Technical Proposal**

The evaluation of Technical Proposal will be made on the basis of technical eligibility criteria mentioned below, qualification and experience of the Key Personnel proposed by the Transaction Advisor for this assignment. The Transaction Advisor, who does not possess the required qualification and experience, will not be considered for opening of Financial Proposal. Authority reserves the right to judge, appraise, and reject any or all proposals.

### **Technical Eligibility Criteria**

The bidder(s) should have:

- i. Experience in providing similar transaction advisory services for at least five (05) healthcare PPP projects, out of which at least three (03) should be Hospital PPP projects; And



- ii. Experience as advisory consultant for at least three (03) dedicated Oncology projects in last 5 years; And
- iii. Experience in providing similar transaction advisory services for at least one (01) healthcare PPP projects in Odisha in last 5 years;

Note: For the purpose of evaluating the aforesaid Technical Eligibility Criteria, ongoing project shall also be considered.

**Evaluation of Financial Proposal**

For financial evaluation, total cost of financial proposal will be considered. This however, does not include Good & Service Tax (GST), which shall be payable extra.

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee). The bidder quoting the lowest professional fee shall be considered. The Authority will notify the successful Transaction Advisor in writing by registered letter, cable, telex, e-mail or facsimile.

The Transaction Advisor selected will be required to enter into a contract agreement with Authority to provide the envisaged services described in the Scope of Services under this RFP.

## **Technical Proposal- Standard Forms**

**FORM TECH 1: LETTER OF PROPOSAL SUBMISSION**

**To**

The Commissioner-cum-Secretary  
Department of Health and Family Welfare, Government of Odisha,  
Odisha Secretariat, Sachivalaya Marg,  
Bhubaneswar – 751001.

Subject: Selection of Transaction Advisor for Establishment of Cancer Hospital in PPP mode at Jharsuguda

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for Transaction Advisor in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Authorized Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM TECH 2: TRANSACTION ADVISOR'S ORGANIZATION AND EXPERIENCE**

**A - Transaction Advisor's Organization**

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

**B - Transaction Advisor's Experience**

[Using the format below, provide information on the project experiences of your firm]

Firm Name:

1	Assignment/job name:
1.1	Description of Project
1.2	Approx. value of the contract (in Rupees):
1.3	Country:
1.4	Location within country:
1.5	Duration of Assignment/job (months) :
1.6	Name of Authority:
1.7	Address:
1.8	Total No of staff-months of the Assignment/job:
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):
1.10	Start date (month/year):
1.11	Completion date (month/year):
1.12	Name of associated Consultant, if any:
1.13	No. of professional staff-months provided by associated Consultants:
1.14	Name of senior professional staff of your firm involved and functions performed.

1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:
	Note: Please provide documentary evidence from the client i.e., copy of work order, contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

**FORM TECH 3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE AUTHORITY**

**A - On the Terms of Reference**

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job. Such suggestions should be concise and to the point, and incorporated in your Proposal. The Authority is not bound to accept the comments/modifications suggested]

**B - On Inputs and Facilities to be provided by the Authority**

[Comment here on Inputs and facilities required from Authority]

**FORM TECH 4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB**

You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

**a) Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

**b) Work Plan.** The Transaction Advisor should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports and tables to be delivered as final output, should be included here.

**c) Organization and Staffing.** The Transaction Advisor should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]





**FORM TECH 6: CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL**

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To [Year]:

Authority:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Authority:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]:

**FORM TECH 7: INFORMATION REGARDING ANY CONFLICTING ACTIVITIES\*\* AND  
DECLARATION THEREOF**

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Authority which shall be binding on us. Neither we nor our associates shall offer our candidature for the private sector partner(s) to be selected in connection with the activities listed in clause 3.1 .

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

\*\* It may be clarified that the determination of what construes conflicting activities, if any, shall be the prerogative of the Authority.

## **Financial Proposal - Standard Forms**

**FORM FIN 1: FINANCIAL PROPOSAL SUBMISSION FORM**

**To**

The Commissioner-cum-Secretary  
Department of Health and Family Welfare, Government of Odisha,  
Odisha Secretariat, Sachivalaya Marg,  
Bhubaneswar – 751001.

Subject: Selection of Transaction Advisor for Establishment of Cancer Hospital in PPP mode at Jharsuguda

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for Transaction Advisor in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is Exclusive of the Goods and Service Tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission	Gratuity

Note: The table does not limit the number of agents. In case it is more than that please add the necessary rows.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



## **Form of Contract**

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CONTRACT FOR TRANSACTION ADVISOR' SERVICES

Between

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

and

[Name of the Transaction Advisor]

Dated:

## I. Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the Governor of Odisha acting through the Department of Health and Family Welfare, Government of Odisha (hereinafter called the "Authority"), of the First Part and, [name of Transaction Advisor] (hereinafter called the "Transaction Advisor") of the Second Part.

### WHEREAS

(a) the Transaction Advisor, having represented to the "Authority" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Notice inviting proposal dated \_\_\_\_\_ issued by the Authority;

(b) the "Authority" has accepted the offer of the Transaction Advisor to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing schedule

Appendix D: Cost Estimates

Appendix E: Duties of the "Authority"

Appendix F: Duties of the "Transaction Advisor"

Appendix G: Copy of RFP issues with Addendum, if any

Appendix H: Copy of technical proposal submitted by "Transaction Advisor"

2. The mutual rights and obligations of the "Authority" and the Transaction Advisor shall be as set forth in the Contract, in particular:

(a) the Transaction Advisor shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Authority" shall make payments to the Transaction Advisor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by -----

For and on behalf of the

Department of Health & Family Welfare

In presence of (Witnesses)

(i)

(ii)

2. For and on behalf of [name of Transaction Advisor]

[Authorized Representative]

In presence of  
(Witnesses)

(i)

(ii)

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.

(b) "Transaction Advisor" means any private or public entity that will provide the Services to the "Authority" under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Day" means calendar day.

(e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) "Foreign Currency" means any currency other than the currency of the "Authority's" country.

(g) "GC" means these General Conditions of Contract.

(h) "GoI" means the Government of India

(i) "Local Currency" means Indian Rupees.

(j) "Party" means the "Authority" or the Transaction Advisor, as the case may be, and "Parties" means both of them.

(k) "Personnel" means professionals and support staff provided by the Transaction Advisor and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

(l) "Fees" means all assignment-related costs [such as remuneration, travel, translation, report printing, secretarial expenses, taxes subject to specified maximum limits in the Contract].

(m) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

(n) "Services" means the work to be performed by the Transaction Advisor pursuant to this Contract, as described in Appendix A hereto.

(o) "Third Party" means any person or entity other than the "Authority", or the Transaction Advisor.

(p) "In writing" means communicated in written form with proof of receipt.

## 1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Authority" and the "Transaction Advisor". The Transaction Advisor, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

## 1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.6 Location:** The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Authority" may approve.

**1.7 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Authority" or the Transaction Advisor may be taken or executed by the officials specified in the SC.

**1.8 Taxes and Duties:** The Transaction Advisor, Sub-Transaction Advisor and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India. Tax deductions, wherever applicable, shall be undertaken by the Authority as per extant laws.

## 1.9 Fraud and Corruption

1.9.1 **Definitions:** It is the Authority's policy to require that Authority as well as Transaction Advisor observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Authority defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "Collusive practices" means a scheme or arrangement between two or more Transaction Advisor, with or without the knowledge of the Authority, designed to establish prices at artificial, noncompetitive levels;

(iv) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

### 1.9.2 Measures to be taken by the Authority

(a) The Authority may terminate the contract if it determines at any time that representatives of the Transaction Advisor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Transaction Advisor having taken timely and appropriate action satisfactory to the Authority to remedy the situation;

(b) The Authority may also sanction against the Transaction Advisor, including declaring the Transaction Advisor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Transaction Advisor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Authority-financed contract;

### 1.9.3 Commissions and Fees

At the time of execution of this Contract, the Transaction Advisor shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the Authority's notice to the Transaction Advisor instructing the Transaction Advisor to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 Commencement of Services:** The Transaction Advisor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Authority is required.

## **2.7 Force Majeure**

**2.7.1 Definition** (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Transaction Advisor or agents or

employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Transaction Advisor, upon instructions by the "Authority", shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Transaction Advisor shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension:** The "Authority" may, by written notice of suspension to the Transaction Advisor, suspend all payments to the Transaction Advisor hereunder if the Transaction Advisor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Transaction Advisor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Transaction Advisor of such notice of suspension.

## 2.9 Termination



**2.9.1 By the “Authority”:** The “Authority” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1.

(a) If the Transaction Advisor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Authority” may have subsequently approved in writing.

(b) If the Transaction Advisor becomes (or, if the Transaction Advisor consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Transaction Advisor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Transaction Advisor, in the judgment of the “Authority”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Transaction Advisor submits to the “Authority” a false statement which has a material effect on the rights, obligations or interests of the “Authority”.

(f) If the Transaction Advisor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Authority.

(g) If the Transaction Advisor fails to provide the quality services as envisaged under this Contract. The Project Management Committee (PMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The PMC may decide to give one chance to the Transaction Advisor to improve the quality of the services.

(h) If, as the result of Force Majeure, the Transaction Advisor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(i) If the “Authority”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**2.9.2** In such an occurrence the “Authority” shall give a not less than thirty (30) days’ written notice of termination to the Transaction Advisor, and sixty (60) days’ in case of the event referred to in (i).

**2.9.3 By the Transaction Advisor:** The Transaction Advisor may terminate this Contract, by not less than thirty (30) days’ written notice to the “Authority”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.3.

(a) If the “Authority” fails to pay any money due to the Transaction Advisor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45)

days after receiving written notice from the Transaction Advisor that such payment is overdue.

(b) If, as the result of Force Majeure, the Transaction Advisor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Authority" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Authority" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Transaction Advisor may have subsequently approved in writing) following the receipt by the "Authority" of the Transaction Advisor's notice specifying such breach.

**2.9.4 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Transaction Advisor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

**2.9.5 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Transaction Advisor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Transaction Advisor and equipment and materials furnished by the "Authority", the Transaction Advisor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.6 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Authority" shall make the following payments to the Transaction Advisor:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Transaction Advisor shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Authority" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Authority. Applicable Under such circumstances, upon termination, the Authority may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Transaction Advisor will be required to pay any such liquidated damages to Authority within 30 days of termination date.

**2.9.7 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE TRANSACTION ADVISOR**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Transaction Advisor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and ethical practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Transaction Advisor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful Advisor to the "Authority", and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Transaction Advisor or Third Parties.

**3.2 Conflict of Interests:** The Transaction Advisor shall hold the Authority's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Transaction Advisor shall promptly disclose the same to the Authority and seek its instructions.

**3.2.1 Transaction Advisor not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Transaction Advisor pursuant to Clause GC 6 hereof shall constitute the Transaction Advisor's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Transaction Advisor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Transaction Advisor shall use its best efforts to ensure that any Sub-Transaction Advisor, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Transaction Advisor, as part of the Services, has the responsibility of advising the "Authority" on the procurement of goods, works or services, the Transaction Advisor shall comply with the Authority's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Authority". Any discounts or commissions obtained by the Transaction Advisor in the exercise of such procurement responsibility shall be for the account of the "Authority".

**3.2.2 Transaction Advisor and Affiliates Not to Engage in Certain Activities:** The Transaction Advisor agrees that, during the term of this Contract and after its termination, the Transaction Advisor and any entity affiliated with the Transaction Advisor, as well as any Sub-Transaction Advisor and any entity affiliated with such Sub-Transaction Advisor, shall be disqualified from providing goods, works or services (other than consulting services)

resulting from or directly related to the Transaction Advisor's Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Transaction Advisor shall not engage, and shall cause their Personnel as well as their Sub-Transaction Advisor and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the "Authority", the Transaction Advisor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Transaction Advisor and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be taken out by the Transaction Advisor:** The "Authority" shall not be liable towards any insurance claims by or against the Transaction Advisor and / or its sub-consultants.

**3.5 Accounting, Inspection and Auditing:** The Transaction Advisor (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Authority" or its designated representative and/or the Authority, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Authority" or the Authority, if so required by the "Authority" or the Authority as the case may be.

**3.6 Transaction Advisor's Actions Requiring Authority's Prior Approval:** The Transaction Advisor shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the Transaction Advisor may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Authority". Notwithstanding such approval, the Transaction Advisor shall always retain full responsibility for the Services. In the event that any Sub-Transaction Advisor are found by the "Authority" to be incompetent or incapable or undesirable in discharging assigned duties, the "Authority" may request the Transaction Advisor to provide a replacement, with qualifications and experience acceptable to the "Authority", or to resume the performance of the Services itself.

**3.7 Reporting Obligations:** The Transaction Advisor shall submit to the "Authority" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.8 Documents Prepared by the Transaction Advisor to be the Property of the "Authority":** All plans, drawings, specifications, designs, reports, other documents and

software prepared by the Transaction Advisor for the “Authority” under this Contract shall become and remain the property of the “Authority”, and the Transaction Advisor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Authority”, together with a detailed inventory thereof. The Transaction Advisor may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Authority and the Authority reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Transaction Advisor and third parties for purposes of development of any such computer programs, the Transaction Advisor shall obtain the Authority's prior written approval to such agreements, and the “Authority” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.9 Equipment, Vehicles and Materials Furnished by the “Authority”:** Equipment, vehicles and materials made available to the Transaction Advisor by the “Authority”, or purchased by the Transaction Advisor wholly or partly with funds provided by the “Authority”, shall be the property of the “Authority” and shall be marked accordingly. Upon termination or expiration of this Contract, the Transaction Advisor shall make available to the “Authority” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Authority's instructions. While in possession of such equipment, vehicles and materials, the Transaction Advisor, unless otherwise instructed by the “Authority” in writing, shall insure them at the expense of the “Authority” in an amount equal to their full replacement value.

**Equipment and Materials provided by the Transaction Advisor:** Equipment or materials brought into the Government's country by the Transaction Advisor and the Personnel and used either for the Project or personal use shall remain the property of the Transaction Advisor or the Personnel concerned, as applicable.

#### **4. TRANSACTION ADVISOR'S PERSONNEL**

**4.1 General:** The Transaction Advisor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

**4.2 Description of Personnel:** (a) the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Transaction Advisor's Key Personnel are as per the Transaction Advisor's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Authority”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Transaction Advisor by written notice to the “Authority”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Authority's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Authority” and the Transaction Advisor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-Transaction Advisor listed by title as well as by name in Appendix C are hereby approved by the “Authority”. In respect of other Personnel which the Transaction Advisor proposes to use in the carrying out of the Services, the Transaction Advisor shall submit to the “Authority” for review and approval a copy of their Curricula Vitae (CVs). If the “Authority” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Authority”.

**4.4 Removal and/or Replacement of Personnel:** (a) except as the “Authority” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Transaction Advisor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Transaction Advisor shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Authority” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Transaction Advisor shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Authority”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Transaction Advisor may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Authority”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Transaction Advisor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**4.5 Resident Project Manager:** If required by the SC, the Transaction Advisor shall ensure that at all times during the Transaction Advisor’s performance of the Services a resident project manager, acceptable to the “Authority”, shall take charge of the performance of such Services.

## **5. OBLIGATIONS OF THE “AUTHORITY”**

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Authority” shall use its best efforts to ensure that the Government shall:

(a) Provide the Transaction Advisor and Personnel with work permits and such other documents as shall be necessary to enable the Transaction Advisor or Personnel to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Transaction Advisor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Transaction Advisor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Transaction Advisor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the “Authority”:** (a) The “Authority” shall make available to the Transaction Advisor and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Transaction Advisor as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Transaction Advisor for the performance of the Services.

**5.4 Payment:** In consideration of the Services performed by the Transaction Advisor under this Contract, the “Authority” shall make to the Transaction Advisor such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.5 Counterpart Personnel:** (a) If necessary, the “Authority” shall make available to the Transaction Advisor free of charge such professional and support counterpart personnel, to be nominated by the “Authority” with the Transaction Advisor’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Authority’s” liaison personnel, shall work under the exclusive direction of the Transaction Advisor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Transaction Advisor that is consistent with the position occupied by such member, the Transaction Advisor may request the replacement of such member, and the “Authority” shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE TRANSACTION ADVISOR**

**6.1 Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the Transaction Advisor’s proposal to the Authority and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Transaction Advisor in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

**6.3 Terms of Payment** The payments in respect of the Services shall be made as follows:

(a) The Transaction Advisor shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 10.

(b) Once a milestone is completed, the Transaction Advisor shall submit the requisite deliverables as specified in this Contract. The Authority shall release the requisite payment upon acceptance of the deliverables. However, if the Authority fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Authority shall release the payment to the Transaction Advisor without further delay.

(c) Final Payment : The final payment as specified in SC 10 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Transaction Advisor and approved as satisfactory by the "Authority". The Services shall be deemed completed and finally accepted by the "Authority" and the final report and final statement shall be deemed approved by the "Authority" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Authority" unless the "Authority", within such ninety (90) day period, gives written notice to the Transaction Advisor specifying in detail deficiencies in the Services, the final report or final statement. The Transaction Advisor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Authority" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Transaction Advisor to the "Authority" within thirty (30) days after receipt by the Transaction Advisor of notice thereof. Any such claim by the "Authority" for reimbursement must be made within twelve (12) calendar months after receipt by the "Authority" of a final report and a final statement approved by the "Authority" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Authority after submission by the Transaction Advisor with/without modifications to be communicated in writing by the Authority to the Transaction Advisor.

(e) If the deliverables submitted by the Transaction Advisor are not acceptable to the Authority, reasons for such non-acceptance should be recorded in writing; the Authority



shall not release the payment due to the Transaction Advisor. This is without prejudicing the Authority's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Transaction Advisor only after it re-submits the deliverable and which is accepted by the Authority.

(f) All payments under this Contract shall be made to the accounts of the Transaction Advisor specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Transaction Advisor of any obligations hereunder, unless the acceptance has been communicated by the Authority to the Transaction Advisor in writing and the Transaction Advisor has made necessary changes as per the comments / suggestions of the Authority communicated to the Transaction Advisor.

(h) In case of early termination of the contract, the payment shall be made to the Transaction Advisor as mentioned herewith: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Transaction Advisor shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Transaction Advisor in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## 7. FAIRNESS AND GOOD FAITH

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

**8.1 Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30

days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Transaction Advisor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the Transaction Advisor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Commissioner cum Secretary, Department of Health & Family Welfare, Government of Odisha. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Transaction Advisor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## **9. Liquidated Damages**

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 20% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 11, the Transaction Advisor shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Authority as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Authority within 30 days of the receipt of the notice, the Transaction Advisor shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

## **10. Miscellaneous provisions:**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Transaction Advisor shall notify the Authority/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Transaction Advisor, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Authority/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract. The aggregate liability of the Consortium under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed to 200% of the total fees payable to the Transaction Advisor hereunder.

(v) The Contractor/Transaction Advisor shall at all times indemnify and keep indemnified the Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Transaction Advisor shall at all times indemnify and keep indemnified the Authority/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Transaction Advisor's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Transaction Advisor.

(vii) The Contractor/ Transaction Advisor shall at all times indemnify and keep indemnified the Authority/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Transaction Advisor) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Authority.

**III. Special Conditions of Contract:**

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.	1.5	<p>The addresses are:</p> <p>1. "Authority" :</p> <p>To, _____,</p> <p>_____.</p> <p>Attention:</p> <p>Facsimile :</p>
		<p>2. Transaction Advisor :</p> <p>Attention :</p> <p>Facsimile :</p>
2.	1.7	<p>The Authorized Representatives are:</p> <p>For the "Authority": _____</p> <p>For the Transaction Advisor: _____</p>
3.	2.1	Effectiveness of the Contract: From date of signing of the Contract
4.	2.2	The time period shall be 2 (two) months
5.	2.3	The time period shall be 15 days
6.	2.4	The time period shall be 9 months
7.	3.4	<p>The risks and the insurance coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Transaction Advisor or its Personnel or any Sub-Transaction Advisor or their Personnel, with an adequate coverage</p> <p>(b) Third Party liability insurance, with an adequate coverage</p> <p>(c) Professional liability insurance to cover the Authority against any loss suffered by the Authority due to the professional service provided by the Transaction Advisor, with a adequate coverage</p> <p>(d) Workers' compensation insurance in respect of the Personnel of the Transaction Advisor and of any Sub-Transaction Advisor, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Transaction Advisor's property used in the performance of the Services, and (iii) any documents prepared by the Transaction Advisor in the performance of the Services, by theft, fire or any natural calamity.</p>
8.	4.5	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}
9.	6.1	(b) The ceiling in local currency is: [insert amount and currency]

RFP for selection of Transaction Advisor

10.	6.3	For lump-sum contracts payment will be made based on milestones indicated for each activity as below: Copy as per RFP
11.	8.3	The Arbitration proceedings shall take place in Odisha.

Binding signature of Authority Signed by \_\_\_\_\_

\_\_\_\_\_  
(for and on behalf of Department of Health & Family Welfare, Government of Odisha)

Binding signature of Contractor Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of

(Witnesses)

- 1.
- 2.

#### **IV. Appendices**

**APPENDIX A – DESCRIPTION OF SERVICES**

Note: This Appendix will include the final Scope of Work worked out by the “Authority” and the Transaction Advisor during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Authority”, etc.

**APPENDIX B - REPORTING REQUIREMENTS**

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

**APPENDIX C – STAFFING SCHEDULE**

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

**APPENDIX D – TOTAL COST OF SERVICES**

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

**APPENDIX E - DUTIES OF THE “AUTHORITY”**

(Include here the list of Services, facilities and property to be made available to the Transaction Advisor by the “Authority”).

**APPENDIX F - DUTIES OF THE “TRANSACTION ADVISOR”**

(Include here the list of Services to be made available by the Transaction Advisor to the “Authority”).

**APPENDIX G – COPY OF RFP ISSUED WITH ADDENDUM, IF ANY**

**APPENDIX H – COPY OF TECHNICAL PROPOSAL SUBMITTED BY “TRANSACTION ADVISOR”**