

REQUEST FOR PROPOSAL

Invitation to Tender

for

**Commissioning, Operation, Maintenance and Management of
Cancer Care Hospital in Jharsuguda on PPP mode**

Issued by:

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

LETTER OF INVITATION

To whomsoever it may concern

Sub: Request for Proposal for Commissioning, Operation, Maintenance and Management of the Cancer Care Hospital at Jharsuguda in Odisha in PPP Mode

Dear Sir/Madam

Department of Health & Family Welfare, Government of Odisha seeks to select one of the interested parties for commissioning, operation, maintenance & management of a Cancer Care Hospital at Jharsuguda in Public Private Partnership (PPP) Mode through transparent open bidding procedure. As a part of the selection process, the Request for Proposal is enclosed with this letter.

You are requested to participate with the objective of submitting your bid for the aforesaid project in accordance with the RFP.

Please note that Department of Health & Family Welfare, Government of Odisha reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

Commissioner-cum-Secretary
Department of Health & Family Welfare, Government of Odisha

GLOSSARY

Appointed Date	Shall have the meaning as set forth under Clause 10.1.1 of the Draft Concession Agreement
Authority	Clause 1.1.1
Average Annual Turnover	Clause 2.1.1.4.(c)
Annual Bed Days	number of Beds available for Inpatients multiplied by 365 days
Bid Due Date	Clause 1.2.3
Bidding Process	Clause 1.2.1
Bid Security	Clause 1.2.5
Concessionaire	Clause 1.1.2
Concession Agreement	Clause 1.1.3
Concession	Clause 1.1.10
Concession Period	Clause 1.1.10
Conflict of Interest	Clause 2.2.13
Financial Capacity	Clause 2.1.1.3 (b)
First round of bidding	Clause 3.4.4
Highest Bidder	Clause 1.1.5
Inpatient	means a Patient who is admitted to the Cancer Care Hospital,
LOA	Letter of Award
Net Worth	Clause 2.1.1.4(c)
OPD	Out Patient Department
OPD Consultations	mean the consultation services provided in the OPD
Outpatients	Shall be those Patients availing OPD services
PPP	Public Private Partnership
Project	Clause 1.1.1
Qualification Bid	Clause 1.2.1
Qualified Bidders	Clause 1.2.2
RFP	Request for Proposal
Second round of bidding	Clause 3.4.4
Selection Bid	Clause 1.2.1
Selected Bidder	Clause 3.4.2
SPV	Clause 2.1.2
Technical Capacity	Clause 2.1.1.3 (a)
Third round of bidding	Clause 3.4.5
Tie Bidders	Clause 3.4.3

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not claim to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1 INTRODUCTION

1.1 Background & Scope of Work

- 1.1.1 Department of Health & Family Welfare (the “**Authority**”) on behalf of Government of Odisha intends to establish a Cancer care hospital in Jharsuguda, Odisha and looking for a private partner to commission, operate, maintain, and manage the Cancer care Hospital (the “**Project**”) and has decided to carry out the bidding process for selection of the private partner. Brief particular of the project is as below:

Name of the Project	Number Beds (Capacity)
Commission, Operate, Maintain and Manage the Cancer care Hospital at Jharsuguda in PPP mode	120 beds

- 1.1.2 The Selected Bidder who is required to be a Company incorporated under the Companies Act 1956 or Companies Act 2013 or an organization registered under the Societies Registration Act 1860 or any relevant Act of the Government of India (GoI) or any relevant Act of a State or Union Territory, shall incorporate a Special Purpose Vehicle (the “**Concessionaire**”) for the Project.
- 1.1.3 The Authority shall construct the Cancer care Hospital and procure the required medical equipment/furniture and shall handover to the Concessionaire. The Concessionaire shall provide required technical inputs to the Authority during construction stage as per the provisions of the Concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority, in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.4 The Concessionaire shall be responsible for installation of the medical equipment/furniture, project commissioning, operations, maintenance, management, and replacement of the medical equipment/furniture under and in accordance with the provisions of the Concession Agreement.
- 1.1.5 (a) Bids are invited for the Annual Concession Fee by a bidder against the implementation of the project. A Bidder shall, pay an **Annual Concession Fee** to the Authority in terms of the Concession Agreement (the “**Annual Concession Fee**”). The Concession Period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the Annual Concession Fee shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.6, the Project will be awarded to the Highest Bidder.
- (b) In this RFP, the term “**Highest Bidder**” shall mean the Bidder who is offering the highest Annual Concession Fee payable for the 1st Accounting Year commencing from the Operations Date in accordance with the provisions of the Concession Agreement. Subject to the provisions of Clause 1.1.6, the Project will be awarded to the Highest Bidder.
- (c) The Annual **Concession Fee** quoted by the Highest Bidder shall be increased for each subsequent year by an additional 5% (five per cent) of the **Annual Concession Fee** for the previous Accounting Year.
- 1.1.6 Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest

Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

- 1.1.7 The Concessionaire shall, in consideration of its investment and services, be entitled to levy and collect service charges in accordance with Article 21 of the draft Concession Agreement.
- 1.1.8 At the end of the Concession period, the Concessionaire shall hand over the Cancer care Hospital including the medical equipment/furniture, other assets including the other associated buildings and infrastructure, in a well maintained and proper condition, normal wear and tear excepted, to the Authority.
- 1.1.9 Detailed scope of work is provided in the Draft Concession Agreement. The Bidders are advised to review and familiarize themselves with the provisions of the Draft Concession Agreement before submitting their Bid.
- 1.1.10 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**") for a period of 15 years from the Appointed Date ("the "**Concession Period**").
- 1.1.11 The statements and explanations contained in this RFP are intended to provide a comprehensive understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.12 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids.
- 1.1.13 For the selection of Concessionaire, the Authority has adopted a selection process as stated in Clause 1.2.

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a single stage 2 (two) envelope process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the Minimum Eligibility Criteria ("the "**Qualification Bid**") as per Clause 2.1 of this RFP and selection proposal as per Clause 3.4 ("the "**Selection Bid**") for the Project against this RFP in 2 (two) separate envelopes submitted simultaneously, both separately sealed envelopes enclosed together in an outer single sealed envelope.
- 1.2.2 In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they meet the Minimum Eligibility Criteria as set forth in Clause 2.1 of this RFP document for undertaking the Project. At the end of this stage, the Authority shall announce the qualified Bidders. The Selection Bids of only those Bidders who meet the Minimum Eligibility Criteria and are shortlisted in accordance with this RFP (the "**Qualified Bidders**") would be opened and evaluated for the purpose of identifying the Selected Bidder. The Selection Bids of the remaining Bidders shall be

returned sealed and unopened by the Authority.

- 1.2.3 The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of bids (the "**Bid Due Date**").
- 1.2.4 The Bidding Documents include this Invitation to Tender and Draft Concession Agreement for the Project. A Project Information Memorandum is also provided along with the Bidding Documents for reference purpose. The aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.5 A Bidder is required to deposit, along with its Bid, a bid security (the "**Bid Security**") of Rs. 40,00,000 (Rupees Forty Lakhs only) as specified in Clause 2.19 refundable not later than 120 days from the Bid Due Date except in the case of the Selected Bidder. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority. The validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid security.
- 1.2.6 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.
- 1.2.7 The Concessionaire will be entitled to levy and charge the user fee from users of the Project as per the terms of the Concession Agreement.
- 1.2.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
- 1.2.9 Any query or request for additional information concerning this RFP shall be submitted in writing by fax or e-mail to the persons designated in Clause 2.11.5 as per the Schedule of the Bidding process under Clause 1.3. The communication shall clearly bear the following identification/ title: "Queries/Request for Additional Information: Request for Proposal for commissioning, operation, maintenance & management of Cancer care Hospital in Jharsuguda on PPP mode".

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule and reserves the right to alter the schedule:

#	Event Description	Date
1.	Date of Site Visit	16 December 2022, 11:00 am onwards
2.	Last Date for receiving queries	17 December 2022
3.	Pre-Bid Meeting	20 December 2022, 11:00 am
4.	Bid Due Date and time	On or before 20 January 2023, 4:00 pm
5.	Opening of Qualification Bids	20 January 2023, 4:30 pm
6.	Opening of Selection Bids	To be intimated later
7.	Issue of Letter of Award (LOA)	To be intimated later
8.	Signing of Concession Agreement	To be intimated later

RFP for Commissioning, Operation, Maintenance & Management of Cancer care Hospital at Jharsuguda in PPP mode

#	Event Description	Date

2 INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 *Eligibility of Bidders*

2.1.1 For determining the eligibility of Bidders, the following shall apply:

2.1.1.1 The Bidder shall be a single entity. No consortium is allowed. The term Bidder used herein would apply to the single entity.

2.1.1.2 A Bidder may be an organization under the Companies Act 1956 or Companies Act 2013 or an organization registered under the Societies Registration Act 1860 or any relevant Act of the Government of India (GoI) or any relevant Act of a State or Union Territory. The Bidder should be registered in India and permissible by the statutory laws of GoI to provide healthcare services in India.

2.1.1.3 **Minimum eligibility criteria** - To be eligible for bidding, a Bidder shall fulfill the following conditions of eligibility as on bid due date:

(a) Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder must meet the following criteria and shall provide details & proofs as per Appendix-I;

- i. The Bidder should have at least 1 multi-specialty or super-specialty hospital offering cancer care including medical oncology, surgical oncology, and radiation oncology services
- ii. The Bidder should have at least three years of experience in providing cancer care including medical oncology, surgical oncology, and radiation oncology services
- iii. The Bidder should have treated an annual average of 700 patients in radiation oncology during last three years
- iv. The Bidder should have performed an annual average of 5000 chemotherapy sessions during last three years
- v. The Bidder should have a NABH/JCI accreditation for one of its multi-specialty or super-specialty hospital

(b) Financial Capacity: The Bidder shall demonstrate, a minimum Average Annual Turnover of Rs. 50 crores for preceding three financial years (2021-2022, 2020-21, 2019-20) and Net Worth of Rs. 15 crores (the “**Financial Capacity**”) as at the close of the preceding financial year (2021-22).

2.1.1.4 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

(a) Certificate(s) from a chartered accountant certifying the Technical Capacity of the Bidder;

(b) Copy of the NABH/JCI Accreditation certificate and

(c) Certificate(s) from its statutory auditors specifying the annual turnover for preceding three financial years (2021-2022, 2020-21, 2019-20) and net worth of the Bidder, as at the close of the preceding financial year (2021-22), and also specifying that the methodology adopted for calculating such Annual Turnover and net worth conforms to the provisions of this clause.

For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean

For Companies under Companies Act 1956 or Companies Act 2013: - the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off.

For entities other than Companies:- the total assets minus total liabilities

For the purposes of this RFP, average annual turnover (the “**Average Annual Turnover**”) shall mean simple mean average of the preceding three financial years of gross annual revenue not including income from other sources like interest, dividend, rent etc.

- .
- 2.1.2 The Bidder will be required to form a Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project.
 - 2.1.3 The Bidder should submit a Power of Attorney as per the format at Annexure C, authorizing the signatory of the Bid to commit the Bidder.
 - 2.1.4 Any entity which has been barred by the Central/ State Government or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit Bid
 - 2.1.5 A Bidder or Associate should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or Associate, as the case may be, nor been expelled from any project or contract by any public entity nor have had any contract terminated for breach by such Bidder or Associate.
 - 2.1.6 In computing the Technical Capacity and Financial Capacity of the Bidder under Clause 2.1, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

2.2 General terms of Bidding

- 2.2.1 A Bidder is eligible to submit only one Bid for the Project. A Bidder shall not be entitled to submit another bid for the Project.
- 2.2.2 The Bidding Documents shall be available on the Authority’s website at <https://health.odisha.gov.in/Tenders.asp?GL=10>. All updates to the bidding documents shall be uploaded on the website of the Authority.
- 2.2.3 The Project Information Memorandum for the Project is being provided only as a reference

document. Bidders are expected to carry out their own surveys, investigations, and other detailed examination before submitting their Bids. Nothing contained in the Project Information Memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum.

2.2.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.2.5 The Qualification Bid shall be furnished as per formats provided in Appendix - I. The Qualification Bid shall include the following:

ANNEXURE A: Proposal Checklist
ANNEXURE B: Letter comprising the Bid
ANNEXURE C: General Information of Bidder
ANNEXURE D: Power of attorney for signing of Bid
ANNEXURE E: Bid Security (Bank Guarantee)
ANNEXURE F: Technical Capacity of Bidder
ANNEXURE G: Financial Capacity of Bidder

2.2.6 The Selection Bid should be furnished in the format at Appendix–II, clearly indicating in its bid the Annual Concession Fee which shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.6, the Project will be awarded to the Highest Bidder.

In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Annual Concession Fee payable for the 1st Accounting Year commencing from the Operations Date in accordance with the provisions of the Concession Agreement. Subject to the provisions of Clause 1.1.6, the Project will be awarded to the Highest Bidder.

2.2.7 The Selection Bid must be signed by the Bidder’s authorized signatory.

2.2.8 The Bidder shall deposit a Bid Security of Rs. 40,00,000 (Rupees Forty Lakhs only) in accordance with the provisions stated in Clause 2.19.

2.2.9 The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.2.10 Any condition or qualification or any other stipulation apart from those contained in the Bidding documents shall render the Bid liable to rejection.

2.2.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.2.12 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.2.13 A Bidder shall not have conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy

that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i)** the Bidder or Associate and any other Bidder, or any Associate thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 % (per cent) of the paid up and subscribed share capital of such Bidder or Associate, as the case may be) in the other Bidder, or Associate is less than 5 % (per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.2.13(i), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii)** a constituent of such Bidder is also a constituent of another Bidder; or
- (iii)** such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- (iv)** such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v)** such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (vi)** such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the Project.

2.2.14 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial, or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for

the same. Provided that this disqualification shall not apply where such advisor is engaged after a period of 2 years from the date of commencement of operation of the Project.

2.2.15 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3 Shareholding of the Selected Bidder in the Concessionaire

2.3.1 The Selected Bidder shall be required to form an appropriate Special Purpose Vehicle (the "SPV"), incorporated under the Indian Companies Act 2013, which would be the Concessionaire to execute the Concession Agreement and implement the Project. The Selected Bidder shall incorporate conditions in the Articles of Association of the SPV to prevent the Selected Bidder's equity in the SPV falling below 51% at any point of time during the Concession Period. The Selected Bidder further acknowledges and undertakes to hold 100% of the issued and paid up equity in the SPV until 3 (three) years from the Appointed Date and thereafter the Selected Bidder may, at its option, reduce its holding to 51%. The Selected Bidder shall hold at least 51% of the issued and paid up equity in the SPV at all times during the Concession Period.

2.4 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are advised/ encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. For the purpose of examination of the Site, an official site visit shall be organized on the date specified in Clause 1.3 of this RFP. Authority shall facilitate in organizing the official site visit. Bidders shall do their own arrangement and bear all costs related to their travel, accommodation, conveyance, and other expenses for the site visit.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that any inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement;

and

f) agreed to be bound by the undertakings provided by it under and in terms hereof

2.5.3 The Authority shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a)** At any time during the Bid stage, a material misrepresentation by the Bidder is made or uncovered, or
- b)** The Bidder does not provide, within the reasonable time specified by the Authority, supporting information sought by the Authority for evaluation of the Bid.

Such misrepresentation/inadequate response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a)** Call upon the other qualified bidders.
- b)** Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or Concessionaire, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall appropriate the Bid Security or Performance Security, as the case may be as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

2.6.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9

Invitation for Bids

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Evaluation of Bids
Section 4	Fraud and Corrupt Practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

Appendices

I. APPENDIX I - Formats for Qualification Bid

- ANNEXURE - A : Proposal Checklist
- ANNEXURE - B : Letter comprising the Bid
- ANNEXURE - C : General Information of Bidder
- ANNEXURE - D : Power of Attorney for Signing of Bid
- ANNEXURE - E : Bid Security (Bank Guarantee)
- ANNEXURE - F : Technical Capacity of Bidder
- ANNEXURE - G : Financial Capacity of Bidder

II. APPENDIX II - Format for Selection Bid

III. APPENDIX III – Draft Concession Agreement

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax or e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to

respond to the queries within the period specified therein. The Authority will put the queries and its responses thereto on its website, without identifying the source of queries.

- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question(s) or provide any clarification(s), in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 Amendment of RFP

- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2 Any Addendum thus issued shall be uploaded on the Authority's website.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the timelines mentioned in Clause 1.3, having due regard for the time required by the bidders to address such amendment.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

- 2.10.1 The Bidder shall provide all information sought under this RFP. The Authority will, in normal course, evaluate only those Bids that are received in the required formats and complete in all respects. However, the Authority will be at liberty to seek any additional/ supplementary information after opening of the Bids.
- 2.10.2 The Bid shall be neatly typed in indelible ink and signed by the authorized signatory of the Bidder who shall also put his initials on each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11 Sealing and Submission of Bids

- 2.11.1 The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I, and seal it in an envelope and mark the envelope as "QUALIFICATION BID for commissioning, operation, maintenance and management of Cancer care Hospital in Jharsuguda on PPP mode

The Qualification Bid shall include the following documents:

- a.** Proposal Checklist (Appendix – I – ANNEXURE A);
- b.** Letter comprising the Bid (Appendix – I - ANNEXURE B);
- c.** General Information of Bidder (Appendix – I - ANNEXURE C)
- d.** Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE D);
- e.** Bid Security in the prescribed format (Appendix – I - ANNEXURE E);

- f.** Technical Capacity of the Bidder (Appendix – I - ANNEXURE F);
- g.** Financial Capacity of the Bidder (Appendix – I - ANNEXURE G);

2.11.2 The Bidder shall separately submit the Selection Bid of the Project in the format specified in Appendix – II and seal it in an envelope and mark the envelope as “SELECTION BID for commissioning, operation, maintenance and management of Cancer care Hospital in Jharsuguda on PPP Mode”.

2.11.3 A true copy of the Qualification Bid shall be placed in hard/ spiral binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory. 1 (One) copy of this document shall be placed in a separate envelope and marked “COPY OF DOCUMENTS”.

2.11.4 The three envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the four envelopes shall clearly bear the following identification:

"Bid for commissioning, operation, maintenance and management of Cancer care Hospital in Jharsuguda on PPP Mode"

Each of the four envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of each of the envelopes.

2.11.5 Each of the envelopes shall be addressed to:

ATTN. OF	The Commissioner-cum-Secretary to Government
AUTHORITY	Department of Health & Family Welfare, Government of Odisha
ADDRESS	Odisha Secretariat, Bhubaneswar – 751001
PHONE NO.	0674 – 2536632
EMAIL ID	orhealth@nic.in

2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.7 Bids should be submitted at the address mentioned in Clause 2.11.5 by registered post or speed post or in person. In case of Bids submitted in person, a receipt thereof should be obtained from the person specified at Clause 2.11.5 or a designated person authorized by him for this purpose.

2.11.8 Bids submitted by courier, fax, telex, telegram or e-mail shall not be entertained.

2.12 Bid Due Date

2.12.1 Bids should be submitted as per the timelines in Clause 1.3 at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The Authority will not be responsible in any manner for the late receipt of Bids.

2.14 Modifications/ Substitution/ Withdrawal of Bids

- 2.14.1 The Bidder may modify, substitute, or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date and time specified as per Clause 2.12.1. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2 The modified or substituted Bid shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.14.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 Rejection of Bids

- 2.15.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reason(s).

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security of Rs. 40,00,000/- (Rupees Forty Lakhs only) in the form of a crossed demand draft (the "Demand Draft") issued by a Scheduled Bank in India, payable at par in Bhubaneswar in favour of the **“DDO–cum–Under Secretary, Health**

& Family Welfare Department". The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. In case of the Demand Draft, the Bidder shall have to ensure that the Bid Security is valid throughout the validity of the Bid by taking necessary and required actions.

- 2.19.2 The Bid Security can also be in the form of a bank guarantee issued by a Nationalised Bank or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore) in the format at Annexure E (the "Bank Guarantee") and having a validity period of not less than 180 days from the Bid Due Date inclusive of a claim period of 60 (sixty) days and may be extended as may be extended by the Bidder from time to time.
- 2.19.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.19.4 Save as provided in Clauses 2.19.7 and 2.2.9 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.19.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.19.6 The Authority shall be entitled to forfeit and appropriate the Bid Security in any of the events specified in Clause 2.19.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.19.7 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - d) In the case of Selected Bidder, if it fails within the specified time limit –
 - to sign and return the duplicate copy of LOA;
 - to sign the Concession Agreement; or
 - to furnish the Performance Security within the period prescribed in the Concession Agreement;
 - In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

3 EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 The Authority shall open the Qualification Bid as per the Schedule mentioned in Clause 1.3, at the address specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in Section 3.
- 3.1.3 To facilitate evaluation of Qualification Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Qualification Bid, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - a) it is received as per the format at Appendix – I;
 - b) it is received by the Bid Due Date including any extension there of pursuant to Clause 2.12.2;
 - c) it is signed, sealed, spiral/firmly bound and marked as stipulated in Clauses 2.10 and 2.11;
 - d) it is accompanied by the Bid Security as specified in Clause 2.2.8;
 - e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.3;
 - f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - g) it does not contain any condition or qualification; and
 - h) it is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Evaluation Parameters

- 3.3.1 The Bidders adjudged as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.1.1.3 shall qualify for evaluation under this Section 3.
- 3.3.2 The Bidder's competence and capability for the purpose of this RFP is proposed to be established by the following parameters:
 - a) Technical Capacity; and
 - b) Financial Capacity
- 3.3.3 The Bidders must provide the necessary information relating to Technical Capacity as per format

in Appendix-I.

3.3.4 Financial information for purpose of evaluation

- (a) The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years (2021-2022, 2020-21 and 2019-20), preceding the year in which the Bid is made.
- (b) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- (c) The Bidder must establish the minimum Average Annual Turnover and Net Worth specified in Clause 2.1.1.4 (c), and provide details as per format at Annexure G, Appendix-I.

3.4 Selection of Bidder

- 3.4.1 Selection Bids of only Qualified Bidders shall be considered for evaluation. Only Qualified Bidders shall be invited for the opening of Selection Bids; the date on which the Selection Bids will be opened shall be intimated to the Qualified Bidders. Selection Bids of those Bidders who have not been declared as Qualified Bidders will not be opened and will be returned unopened to the relevant Bidders.
- 3.4.2 The Bidder adjudged as responsive in terms of Clause 3.2.1 and quoting the highest Annual Concession Fees for the Project in Selection Bid shall be declared as the selected Bidder (the "**Selected Bidder**").
- 3.4.3 In the event that two or more Bidders quote the same amount of Annual Concession Fees (the "**Tie Bidders**"), the Bidder which has highest Average Annual Turnover shall be declared as the Selected Bidder for the Project. In the event the Tie Bidders have same Average Annual Turnover, the Bidder which has highest Net Worth shall be declared as the Selected Bidder for the Project.
- 3.4.4 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders and match the Bid of the aforesaid highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Selected Bidder.
- 3.4.5 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified in Clause 3.4.4, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 3.4.6 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA acknowledge receipt thereof, and sign and return the duplicate copy of the LOA in acceptance of

its terms and conditions within 15 days of the date of the LOA. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 3.4.7 After acknowledgement of LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification, or amendment in the Concession Agreement.

3.5 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

4 FRAUD AND CORRUPT PRACTICES

- 4.1** The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or the Selected Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or selected private partner shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or selected private partner, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3** For the purposes of Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a)** "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project. Provided that this clause shall not apply where such advisor is engaged after a period of 2 years from the commencement of operation of the Project.
 - b)** "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process
 - c)** "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d)** "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

5 PRE-BID CONFERENCE

- 5.1** Pre-Bid conferences of the Bidders shall be convened at the designated date and time mentioned under Clause 1.3 and at the following place:

Venue of Pre-bid meeting and address:

Office of National Health Mission,
Unit 8, Mission Directorate, NHM, Annex Building,
SIHFW, Nayapalli,
Bhubaneswar – 751 012

- 5.2** Bidders can either join the meeting physically or through virtual platform. The link for joining the pre-bid meeting will be notified 3 (three) working days prior to the date of the pre-bid meeting in the official website of Health & Family Welfare Department, Government of Odisha. In case of physical presence, a maximum of one representatives of each Bidder shall be allowed to participate on production of Authority letter from the Bidder.
- 5.3** During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Bidding Process.

6 MISCELLANEOUS

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the applicable laws in the state of Odisha and the Courts at Bhubaneswar only shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** The Authority, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a)** suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b)** consult with any Bidder in order to receive clarification or further information;
 - c)** retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d)** independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

7 APPENDICES

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Appendix I - Formats for Qualification Bid

Annexure A: Proposal Checklist

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix – I - ANNEXURE B);		
2	General Information of Bidder (Appendix – I - ANNEXURE C)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix – I - ANNEXURE E);		
7	Technical Capacity of the Bidder (Appendix – I - ANNEXURE F);		
8	Financial Capacity of the Bidder (Appendix – I - ANNEXURE G);		

Annexure B - Letter Comprising the Bid

Dated:

To,

The Commissioner-cum-Secretary to Government,
Department of Health & Family Welfare, Government of Odisha
Odisha Secretariat, Bhubaneswar - 751001

Sub: Bid for “Commissioning, operation, maintenance & management of Cancer care Hospital in Jharsuguda on PPP Mode”

Dear Sir,

With reference to your RFP document dated,

1. I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The proposal is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the RFP document, including any addendum issued by the Authority;
 - (b) I/ We do not have any conflict of interest in accordance with the RFP document
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the

RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- 8.** I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
- 9.** I/ We believe that we satisfy(s) the Average Annual Turnover and Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
- 10.** I/ We certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11.** I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12.** I/ We further certify that no investigation by a regulatory authority is pending either against us or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
- 13.** I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
- 14.** I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 15.** I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place:

Name and seal of the Bidder

Annexure C – General Information of Bidder

1. Particulars of Bidder

a)	Name:	
b)	Country of Incorporation	
c)	Address of the corporate headquarters and its branch office(s) if any in India	
d)	Date of incorporation and/or commencement of business	

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of Individual (s) who will serve as the point of contact/communication for the Authority:

1.	Name:	
2.	Designation	
3.	Company	
4.	Address	
5.	Tel No.	
6.	E mail address	

4. Details of Authorized Signatory:

1.	Name:	
2.	Designation	
3.	Company	
4.	Address	
5.	Tel No.	
6.	E mail address	

5.

S No.	Criteria	Yes	No.
1	Has the Bidder been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (BROT or otherwise).		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Annexure D: Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____
_____ (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “Commissioning, operation, maintenance & management of Cancer care Hospital at Jharsuguda in PPP Mode” including but not limited to signing and submission of bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20__.

For _____

(Signature)

(Name, Title and Address)

Accepted

(Signature)

(Name, Title and Address)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure E: Bank Guarantee for Bid Security

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, Department of Health & Family Welfare, Government of Odisha, having its office at _____, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of a company registered under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the “Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns, for the “Commissioning, operation, maintenance and management of Cancer care Hospital at Jharsuguda in PPP mode” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 2.2.8 read with Clauses 2.2.9 and 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 40,00,000 (Rupees Forty Lakhs only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 40,00,000 (Rupees Forty Lakhs only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for

submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 8.** Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by speed post or registered post or by registered mail to the Bank at the address set forth herein.
- 9.** We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10.** It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11.** We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- 12.** The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13.** For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 40,00,000 (Rupees Forty Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before _____ (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by Bank
By the hand of Mr/Ms., its and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

Annexure F: Technical Capacity of the Bidder

(Refer to Clauses 2.1, 2.11.1 and 3.3 of the RFP)

1. Details of Multi-specialty or Super-specialty hospital offering cancer care including medical oncology, surgical oncology, and radiation oncology services under our management:-

S. No.	Name & Address of Hospital	Number of Beds	Date of Commencement of Operation	Specialties Offered

2. Annual average number of patients treated in radiation oncology during last 3 years

S. No.	Name of the hospital (s)	Type of treatment in radiation oncology	Number of patients treated			
			2021-22	2020-21	2019-20	Average
1						
2						

3. Annual average number of chemotherapy sessions performed during last 3 years

S. No.	Name of the hospital (s)	Type of Chemotherapy session	Number of chemotherapy sessions performed			
			2021-22	2020-21	2019-20	Average
1						
2						

4. Details of NABH/JCI accredited facility

S. No.	Name of multi-specialty / super-specialty hospital	Type of accreditation (NABH/JCI)	Date of obtaining accreditation	Date till which the accreditation is valid

5. Number of years of experience in providing cancer care including medical oncology, surgical oncology and radiation oncology services: _____

Signature of Authorized Signatory
Name:

Note: Following documents need to be submitted as supporting documents:

- Certificate from a Chartered Accountant certifying the above details
- Copy of the NABH/JCI Accreditation certificate for the hospital whose details have been provided under (4) above.

Annexure G: Financial Capacity of the Bidder
(Refer to Clauses 2.1, 2.11.1 and 3.3 of the RFP)

Average Annual Turnover (In Rs. Crores)

Bidder	Annual Turnover for preceding three financial years (Rs. In Cr)			Average
	2021-22	2020-21	2019-20	
(1)	(2)	(3)	(4)	(5)

Net worth (2021-22)

S No.	Particulars	Amount (2021-22)
A		
B		
C		
D		
	Net Worth	

Note:

The Bidder shall attach copies of the audited financial statements for 3 (three) years preceding the Bid Due Date (2021-22, 2020-21 and 2019-20). The financial statements shall:

- (a) reflect the financial situation of the Bidder and its/ their Associates where the Bidder is relying on its Associate's financials;
- (b) be audited by the statutory auditor;
- (c) be complete, including all notes to the financial statements; and
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note: The above details about the financial capacity shall be certified by the statutory auditor of the firm.

Appendix – II: Selection Bid

Dated: << >>

To,

The Commissioner-cum-Secretary to Government
Department of Health & Family Welfare, Government of Odisha
Odisha Secretariat, Bhubaneswar

Sub: Selection Bid for Commissioning, Operation, Maintenance & Management of Cancer care Hospital at Jharsuguda, Odisha in PPP Mode

Sir,

1. With reference to your Request for Proposal vide Tender No: << >>, dated << >>, I/we are herewith submitting our Selection Bid for the subject project.
2. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date as specified in the RFP.
3. The Bid is unconditional and unqualified.
4. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
5. I/We offer an **Annual Concession Fees of Rs..... (Rupees**) payable for the 1st Accounting Year commencing from the Operations Date in accordance with the provisions of the Concession Agreement.
6. I/We agree that the Annual Concession Fee quoted shall be increased for each subsequent year by **an additional 5% (five per cent) of the Annual Concession Fee for the previous Accounting Year.**
7. I/we shall agree and undertake to abide by all the terms and conditions of the Concession Agreement.

Signature of Authorized Signatory
Name & Designation:

(Name & Seal of the Bidder)

Note: Bidders need to quote Annual Concession Fees in positive figures. Annual Concession Fees amounting to zero or negative figures shall be rejected.

Appendix – III: Draft Concession Agreement