

REQUEST FOR PROPOSAL

FOR SELECTION

OF

INDEPENDENT ENGINEER

FOR

AFFORDABLE HEALTHCARE PROJECTS

No:HFV-MEII-MISC-0068-2023- 26009/H

Dated – 27-10-2023



HEALTH AND FAMILY WELFARE DEPARTMENT
GOVERNMENT OF ODISHA

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HEALTH & FAMILY WELFARE DEPARTMENT
No:HFw-MEII-MISC-0068-2023- 26009/H Dated – 27-10-2023

**Notice for issue of Request for Proposal (RfP) for Selection of Independent Engineer
for
Affordable Healthcare Projects**

Health & Family Welfare Department, Government of Odisha (“**Authority**”) invites proposals from experienced consulting firms (“**Bidders**”) to provide services as Independent Engineer for the Affordable Healthcare projects at Angul, Barbil, Bharak & Jharsuguda.

Draft RfP Documents: Draft bid documents can be downloaded from :
<https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement> (“Website”).

Tentative Timelines **Pre-Bid meeting (online) – 10/11/23 (Friday) at 15:30 Hrs**
Bid Due Date: -30/11/2023, 1500 hrs IST

For further information please contact:

Joint Secretary (PPP Projects)
Health and Family Welfare Department
Lokaseva Bhawan, Bhubaneswar-751007
Email: hfw.meiisection@gmail.com

DISCLAIMER: The Authority reserves the right to modify, cancel, suspend or terminate any aspect of its proposal or any part thereof, for any reason and without giving prior notice.

To,

All Potential Bidders

Sub: RFP Selection of Independent Engineer for Odisha Affordable Healthcare Project

Dear Ma'am/ Sir,

In view of the marked shortage of healthcare services, especially for the economically weaker sections of the population and especially in the interior districts of Odisha, the Department of Health & Family Welfare, Government of Odisha (“**Authority**”) is implementing Affordable Healthcare Project across 25 locations State under PPP mode. Under the Phase-1, Authority, has awarded projects for four locations namely Angul, Barbil, Bhadrak & Jharsuguda in DBFOT mode. The Concession Agreement provisions for engaging an Independent Engineer for examining the designs & drawings for their conformity with the Agreement, review, inspection & monitoring of construction works and conducting tests & issuing Completion Certificates during the construction period. To avail the services of the Independent Engineer as envisaged in the contract documents, the Authority wishes to select a firm following an open competitive bidding process.

Accordingly, proposals are being invited from experienced consulting firms for selection of Independent Engineer for Odisha Affordable Healthcare Project. Subsequent to the successful completion of the Bidding Process. The Authority invites you to submit Bid pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Capitalized terms used in this letter but not defined herein, shall have the meaning ascribed to such terms in the RFP.

Yours faithfully,

Saroj Kumar Mishra
Special Secretary to Government
H&FW Department
Government of Odisha

DISCLAIMER

1. The information contained in the Bidding Documents provided to Bidders, whether verbally or in writing or in any other form, by or on behalf of the Authority, is provided to Bidders on the terms and conditions set out in this RFP.
2. This RFP is not an agreement and is neither an offer by the Authority to Bidders or any other Person. The purpose of the Bidding Documents is to provide Bidders with information that may be useful to them in the preparation and submission of their Bids. The Bidding Documents include statements which reflect various assumptions and assessments arrived at by the Authority for the Projects. Such assumptions, assessments and statements do not purport to contain all the information that Bidders may require. The information contained in the Bidding Documents may not be appropriate for all Persons and it is not possible for the Authority, its employees, its consultants or advisors to consider the investment objectives, financial situation and particular needs of each party who reads the Bidding Documents. The assumptions, assessments, statements and information contained in the Bidding Documents 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 the Bidding Documents and obtain independent advice from appropriate sources.
3. Information provided in the Bidding Documents to Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive 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 in the Bidding Documents.
4. The Authority, its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort, or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained in the Bidding Documents or deemed to form part of the Bidding Documents or arising from it in any way.
5. 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 content of the Bidding Documents.
6. The Authority may, in its absolute discretion, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.
7. The issue of the Bidding Documents does not imply that the Authority is bound to award the Projects to any Bidder and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
- 8.** Bidders will bear all their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and 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 their Bids. All such costs and expenses will be borne by Bidders and the Authority will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

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BIDDER'S DATA SHEET

Sl. No.	Particulars	Details
1.	Name of the Client/ Employer	Health & Family Welfare Department
2.	Method of Selection	Quality Cum Cost Based Selection(QCBS) Tech -70 & Financial 30
3.	Consortium / Single entity	Consortium not allowed
4.	Proposal Validity	120 Days
5.	Date of Issue of RFP	27.10.2023 (T) Download- https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement
6.	Deadline for Submission of Pre-Bid queries	10/11/2023 hfw.meiisecion@gmail.com / afh.odisha@gmail.com
7.	Pre-Bid meeting (online mode)	Date - 10/11/2023 (Friday) at 15:30 Hours Venue / Link for online mode to be shared on website https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement
8.	Issue of Pre-Bid Clarifications	15/11/2023 <u>20/11/2023</u>
9.	Proposal Due Date (PDD)	30/11/2023 up to 03:00 P.M. , <u>07-12-2023 up to 3:00 PM</u>
10.	Bid Processing Fee (Non-Refundable)	Rs. 20,000/- (Rupees Twenty Thousand) in the form of Demand Draft in favour of DDO-cum-Under Secretary Health & Family Welfare Department, Government of Odisha. Payable in any nationalized bank having branch at Bhubaneswar
11.	Bid Security	Rs 2,00,000/- (Rupees Two Lakhs Only) in the form of Bank Guarantee in the format prescribed in Appendix 1 (Tech 9)
12.	Opening of Technical Bids	17:30 HRs on PDD Venue - Conference Hall Health & Family Welfare Department Lokseva Bhawan Odisha, Bhubaneswar
13.	Evaluation Methodology	1) Check Minimum Eligibility Condition Table 1: Minimum Eligibility Condition Table 7: Key Personnel - Desired Profile 2) Technical Proposal Evaluation Table 3: Technical Bid Evaluation- Experience Criteria – 40 marks Table 4 : Technical Evaluation- Key Personnel Marks Table 6: Technical Evaluation- Key Personnel Scoring Table 6: Technical Evaluation- Key Personnel Scoring 3) Approach & Methodology – 20 Marks (including 10 marks of presentation
14.	Shortlisting of Firms for Financial Bid Opening	Technical Score of Bidders => 70 shall be invited for Financial Bid Opening

15	Financial Bid Opening	To be intimated to Shortlisted Bidders
16	Issue of LOA	Within 7 Days from Financial Bid Opening
15	Performance Bank Guarantee / Performance Security(PBG)	5 % of the contract value payable in the form of Bank Guarantee acceptable to Authority in the format provided in Appendix to Section 5 (Draft Contract)- that is presentable to a Scheduled Bank with a branch in Bhubaneswar.
16.	Submission of Performance Security & Signing of Contract & commencement of services	Within 7 days of issue of Letter of Award (LOA)
17.	Contact Person	Name: Saroj Kumar Mishra Designation: Special Secretary Health & Family Welfare Department Lokseva Bhawan Odisha, Bhubaneswar Email: hfw.meiissection@gmail.com / afh.odisha@gmail.com

SECTION 1 : INTRODUCTION

1. BACKGROUND

- 1.1. The Government of Odisha is committed to improving and enhancing the healthcare services in the state of Odisha. In view of the marked shortage of healthcare services, especially for the economically weaker sections of the population and especially in the interior districts of Odisha, the Department of Health & Family Welfare, Government of Odisha (“**Authority**”) has resolved to enhance the affordable healthcare services within Odisha. Authority has adopted a programmatic approach to develop secondary care hospitals offering quality care services at affordable rates in PPP mode. Out of the 25 locations identified for development of affordable healthcare project, in the 1st phase following 4 locations selected for development of Affordable Healthcare (Project).

Sl. no	District	Location	Bed capacity
1	Angul	Angul	200
2	Keonjhar	Barbil	200
3	Jharsuguda	Jharsuguda	100
4	Bhadrak	Bhadrak	100

- 1.2. The Project entails the PPP partner to develop of higher secondary care NABH standard hospital infrastructure, operate and maintain it for concession period of 30 years.
- 1.3. The bid process for selection of PPP Partner for implementation of Project has been completed and project has been awarded to respective winning bidders (Selected Bidders). The Authority shall execute agreements (Concession Agreement) with the Concessionaire formed by the Selected Bidders for each of the locations.
- 1.4. The Concession Agreement provisions for engaging a consulting engineering by the Authority which shall act as the Independent Engineer (“ IE”) to examine the designs and drawings on their conformity with the Concession Agreement, review, inspection and monitoring of construction works and conducting tests & issuing Completion Certificates during the construction period. The [Concession Agreement](#) describes the role of the IE and [Schedule 16](#) of the Concession Agreement describes sample scope of work of IE more elaborated in the Section 3 : Terms of Reference of this document.
- 1.5. The total time period for the assignment as Independent Engineer will generally be till Commercial Operation Date for Phase-II of the Project is achieved. It is estimated tentatively the period of engagement shall be for 30 Months (Development Period- 6 months, Construction period- 24 months). And in case the Construction of Project is not completed within the schedule period of 36 months, the Consultant shall continue provide services till the issue of Construction Completion Certificate for Project. If such additional period is less than 6 months, the Consultant would not be paid any extra

remuneration during that period (No cost extension). If such additional period exceeds six months, the Consultant would be eligible for additional fees towards Project management fees to be mutually decided based on the manpower deployed with an escalated man month rate @5% . Similarly, the pending Milestone linked fees would also be escalated by 5% provided the project.

- 1.6. Selection of IE shall be as per procedures as detailed out in this RfP and in accordance with the provisions of Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt.30.11.2018 of the Finance Department.
- 1.7. In pursuance of the above, the Authority hereby invites proposals from experienced consulting firms for selection of an Independent Engineer.
- 1.8. Interested bidders / applicants may download the RFP document from website of Authority <https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement> .
- 1.9. Bidders meeting the minimum eligibility criteria (“Minimum Eligibility Criteria”) stated in Table 1: Minimum Eligibility Condition would be eligible for participating in the bid. Bids not meeting these criteria shall be disqualified.
- 1.10. The bidder selection process shall be based on QCBS procedure as prescribed in the RFP Document.
- 1.11. The proposal / bid submitted must be accompanied with a non-refundable amount of Rs. 20,000/- (Twenty thousand only) towards Bid Processing Fee and a Bid Security of Rs 200,000/- in form of Bank Guarantee in format prescribed in the RFP. Non compliance to this provision leads to rejection of the bid.
- 1.12. The last date and time for submission of proposal, complete in all respect, is as per the Data Sheet and the date of opening of the technical proposal is as mentioned in the Data Sheet, which will be done in the presence of the bidder’s representative who choose to attend the event
- 1.13. This RFP includes following sections:
 - a. Letter of Invitation [Section - 1]
 - b. Information to the Bidder [Section - 2]
 - c. Terms of Reference [Section - 3]
 - d. Technical Proposal Submission Forms [Section - 4]
 - e. Financial Proposal Submission Forms [Section -5]
 - f. Bid Submission Checklist[Section–6]**
 - g. Standard Form of Contract[Section–7]**

h. Annexure [Bid Submission Checklist& Performance Bank Guarantee Format and anyother relevant assignment related material needs to be provided]

- 1.14. While all information/data given in the RFP is accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

**Special Secretary to Government
H&FW Department**

SECTION: 2- INSTRUCTION TO BIDDERS

1. INTRODUCTION

- 1.1. Proposals are invited from consulting firms **as a sole firm** willing to act as Independent Engineer (IE) for providing consulting services required for the assignment.
- 1.2. A brief description of the assignment and its objectives are given in the Terms of Reference (TOR) in the subsequent sections of this document.
- 1.3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders /Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments arrived at by the Authority in relation to the Consultancy. Such assessments and statements do not purport to contain all the information that each Applicant may require. The information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Client and the project site, sending written queries to the client, before the date and time specified in the Data Sheet.
- 1.4. Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Authority is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.
- 1.5. Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract and/or any other action as deemed fit by the Authority at any stage.
- 1.6. It is the Authority policy that the bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Authority:
 - a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution

- “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- “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.

- b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices(Prohibited Practices) in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- d) will have the right to require that a provision be included requiring consultants to permit the Authority to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Authority.

1.7. The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Bidder shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.8. The Data Sheet indicates how long Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Key Personnel nominated in the Proposal.

1.9. Key Personnel

The Consultancy Team shall consist of the following expertise who shall discharge their respective responsibilities as specified. The following is the list of minimum requirement of key professionals for the assignment as per the perception of the Client.

Key Personnel	Responsibilities
Team Leader	The Team Leader/Project Manager shall be responsible for reviewing the entire project preparation and implementation activities of the Concessionaire. He shall follow up for approval of Design Drawings and ensure execution of the works on site as per the specifications and standards and continuously interact with the Authority and the Concessionaire. He shall undertake project site visit and guide,

Key Personnel	Responsibilities
	<p>supervise, coordinate and monitor work of the other experts in his team as well as of the Concessionaire. The Team Leader/Project Manager and other key personnel shall remain present in monthly review meetings or other meetings as may be decided by the Authority.</p> <p>He shall be the authorized signatory to make all the correspondences/communications/approvals on behalf of IE with the Authority as well as with the Concessionaire. He shall not delegate his responsibilities except with the prior written approval of the Authority.</p>
Dy Team Leader (Hospital Architect)	He shall be responsible for reviewing/vetting/arrange to vet all the Concept Designs / Drawings being prepared and submitted by the Concessionaire, with respect to the standard practices and applicable laws. Ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works.
Structural Engineer	He shall be responsible for reviewing/vetting/arrange to vet all the Designs pertaining to Structural Engineering being prepared and submitted by the Concessionaire, ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. He shall review & ensure all tests to be conducted from time to time and also assist in all other terms of reference (TOR).
Resident Engineer cum Quality Expert	He shall be responsible overseeing the day to day site activities, and for assuring the quality of materials, & workmanship in implementation, ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works. Inspect completed work and/or work in progress to determine whether the work meets specifications and plan requirements. Monitor overall construction performance with regard to technical quality and compliance with design and specification requirements. Note and report on work that does not meet requirements. Ensure that all stipulated completion tests to be conducted from time to time and submit report to Authority and also assist in all other terms of reference (TOR) in Section-7
EHS Expert	He shall be responsible for reviewing/vetting/arrange to vet all the Designs pertaining to Safety and Environment being prepared and submitted by the Concessionaire, ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. He shall review & ensure all tests to be conducted from time to time and also assist in all other terms of reference (TOR)

Key Personnel	Responsibilities
Mechanical Expert	He shall be responsible for reviewing/vetting/arrange to vet all the Designs pertaining to Mechanical Engineering in the project including HVAC, Lifts, MGPS etc. being prepared and submitted by the Concessionaire, ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. He shall review & ensure all tests to be conducted from time to time and also assist in all other terms of reference (TOR).
Electrical Expert	He shall be responsible for reviewing/vetting/arrange to vet all the Designs pertaining to electrical system being prepared and submitted by the Concessionaire, ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works. He would ensure that electrical systems are designed, installed, and tested in compliance with safety standards, electrical codes, and project specification. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. He shall review & ensure all tests to be conducted from time to time and also assist in all other terms of reference (TOR)
Plumbing Expert	He shall be responsible for reviewing/vetting/arrange to vet all the Designs pertaining to plumbing system being prepared and submitted by the Concessionaire, ensure execution of works on site as per approved design, specifications and standards, and continuously monitor the execution of works. He would ensure that plumbing systems are designed, installed, and tested in compliance with safety standards, plumbing codes, and project specification. He shall undertake Project site visits and shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the Concessionaire. He shall review & ensure all tests to be conducted from time to time and also assist in all other terms of reference (TOR)

The following is the list of minimum requirement of key professionals for the assignment as per the perception of the Client. However, the Bidder may propose additional key professionals as they deem best fit for delivering the assignment, but the same has to be consistent with the financial proposal.

Sl No	Designation	Anticipated Man-months
1	Hospital Project Specialist (Team Leader)	30
2	Hospital Architect (Dy Team Leader)	24
3	Resident Engineer cum Quality Supervision Expert [#]	4 x 24
4	Structural Engineer	18
5	Mechanical Engineer	18
6	Electrical Engineer	18
7	Plumbing & Fire-fighting Expert	18
8	Environmental, Health & Safety Expert ^{**}	18

to be positioned at the each of the four site locations

* This an expected total time required by the manpower for the project which does not necessarily mean that the deployment is continuous. All the manpower shall be required throughout the period.

** this expertise is required but not assessed in the evaluation framework.

The Bidder shall engage required sub staff in addition to the above key personnel. \

2. Pre-Proposal Queries/ Pre-Proposal Meeting:

A pre-bid meeting shall be held online / hybrid mode as per details provided in the Bidder Data Sheet. Bidders are allowed to submit their queries in respect of the RFP and other details if any to Client through e-mail at hfw.meiisection@gmail.com / afh.odisha@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the queries received will be uploaded on the tender portal of Authority's website details of which is provided in the data sheet.

3. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 3.1. The Bidders may request a clarification on the RFP documents on or prior to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all bidders who have purchased the RFP document. Clarification/amendment will also be hosted on website mentioned in the data sheet.
- 3.2. At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an applicant, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. Addendum may be sent by mail, cable, telex, facsimile or electronic mail to bidders or/and will be hosted the website.
- 3.3. The Authority may at its discretion extend the deadline for the submission of Proposals.

4. PREPARATION OF PROPOSAL

4.1. Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it

must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

4.2. Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

- 4.3. The Proposals must be properly signed by the authorised representative (the “Authorized Representative”) holding the Power of Attorney, in case of a Limited Company or a corporation; A copy of the Power of Attorney certified under the hands director of the Applicant in the form specified shall accompany the Proposal.

4.4. Bid Processing Fee:

The bidder must furnish as part of technical proposal, a the non refundable bid processing fee of amount as specified in the Data Sheet in the form a demand draft drawn on any nationalized/Scheduled Bank in India in favour of ‘DDO-cum-Under Secretary, Health & Family Welfare Department, Government of Odisha, Bhubaneswar’, payable at Bhubaneswar (“**Demand Draft**”). Bids submitted without Bid Processing fee shall be considered non-responsive and summarily rejected.

4.5. Bid Security

- a) Every Bidder shall furnish as part of its Bid, a Bid security, acceptable to the Authority, in the form of a bank guarantee in the format set out in ***Tech -9 in Section 4*** for an amount of Rs 200,000 (the “Bid Security”), that is presentable to a Scheduled Bank with a branch in Bhubaneswar. The Bid Security shall be valid for atleast 120 (one hundred and twenty) days from the PDD. In the event that the PDD is extended by the Authority, the Bidder shall be required to extend the validity of the Bid Security in order to ensure that the Bid Security remains valid for a period of 120 (one hundred and twenty) days from the extended PDD. Organizations exempted from payment of Bid Security may attach scanned copy of the document issued by Competent Authority as a proof in this regard.
- b) The Authority shall reject a Bid as non-responsive if it is not accompanied by the Bid Security as required under the terms of the RFP.
- c) The Authority shall not be liable to pay any interest to a Bidder on the amount of the Bid Security.
- d) The Bid Security of the Bidders, except the Selected Bidder, shall be returned by the Authority, without any interest, not later than 30 (thirty) days from the date of Signing of Agreement with the Selected Bidder. The Bid Security of the Selected bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract..
- e) The Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise in law or equity, on occurrence of the following:

- i. if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- ii. if a Bidder withdraws its Bid after the PDD during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- iii. in case of the Selected Bidder, if it fails within the specified time limit, or within such extended period as may be allowed by the Authority:
 - provide any clarifications to the Client
 - accept to the decisions of the contract negotiation meeting
 - sign the contract within the prescribed time period
 - furnish required Performance Bank Guarantee in time

4.6. The bidders are requested to submit their proposal in Two Parts strictly using the formats enclosed herewith (refer section 3,4 and 5). The two parts shall be:

Part 1: Qualification -cum-Technical Proposal and

Part 2: Financial Proposal.

The proposal shall be written in the English language as specified in the Data Sheet. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

4.7. Part 1: Qualification-cum-Technical Proposal

Bidders are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.

During preparation of the Technical proposal particular attention may be given to the following:

- a) **Firm's Experience :** A brief description of the firm's organisation and an outline of recent experience of the Bidders. The information shall be provided on firm's experience on each assignment should indicate, year of award, duration, name of the project, scope of work, project size in terms of built up area & project cost, inter-alia, the profiles of the staff provided, duration, contract amount and firm's involvement. The details of assignments on hand shall also be furnished. Supporting credentials shall also be adequately testifying the above information.

b) Project Approach & Methodology

- Any comments or suggestions on the ToR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
- Site Appreciation if any may be provided in two page A 4 size sheet of paper.

- Proposed methodology for the execution of the services illustrated with bar charts of activities, including any change proposed in the methodology of services indicated in the TOR, and procedure for quality assurance: Maximum 4 pages;
- The proposed methodology should be accompanied by the bidders initial view, key challenges they foresee and potential solutions.
- Staff deployment plan should be adequately stated in the proposal.

c) **Eligibility of Key Personnel and submission of resume/ CV**

- The CVs of all the key personnel is to be furnished in desired format provided in . It may please be ensured that the format is strictly followed, and the information required for evaluation is furnished therein is true and correct. The CV must indicate the work in hand and the duration till which the person will be required to be engaged in that assignment. The Firm shall ensure that details furnished in the CV by the personnel are correct. If any information is found incorrect, at any stage, action including termination and debarment from participation in projects may be taken and legal steps may be taken by the Authority on the applicant as well as the Key personnel.
 - The age limit for key personnel is 60 years as on the date of bid submission. The proof of age and qualification of the key personnel must be furnished in the technical proposal.
 - Key information should include years with the firm and degree of responsibility held in various assignments. In CV format, at summary, the individual shall declare his qualification & total experience (in years) against the requirements specified in TOR for the position. If any information is found incorrect, at any stage, action including termination and debarment from future Authority's projects may be taken on the personnel and the Firm.
 - All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the firm.
- d) Deployment Schedule for each key personnel should be formulated and incorporated in the Technical Proposal

4.8. Part 2: Financial Proposal

- a) The project comprises of providing independent engineering services for four separate projects in one package. These projects are implemented by four distinct SPVs under separate contracts with the Authority. While the scope of the proposal for each location is similar, the bidder is expected to submit reports etc location wise. Irrespective of size of project the project milestones for completion of civil work as envisaged in the schedules is identical therefore it is envisaged except for the travelling expenses towards consultancy services rest all expenditure for each project would be alike, however bidders are expected to undertake their own assessments while preparing the quotes. Bidders while submitting the proposal need to submit breakup of costs location wise.

- b) Bidders shall submit the financial proposal in the formats in Appendix 2 (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Authorised representative of the bidder. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- c) While submitting the Financial Proposal, the Applicant shall ensure the following:
- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travel, equipment, printing of documents, surveys, technical investigations, tests to be conducted etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non- responsive and liable to be rejected.
 - The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Costs (including break down of costs) shall be expressed in INR.
 - Goods and Service tax as applicable shall be paid to the Consultants.
 - Costs break up as asked for may be provided location wise.

5. CONFLICT OF INTEREST

- 5.1. A Bidder shall not have a Conflict of Interest with regard to this assignment. Any Bidder found to have such a conflict of interest shall be disqualified.
- 5.2. Authority requires that the Independent Engineer to provide professional, objective, and impartial advice and at all times hold Authority’s interest’s paramount, avoid conflicts with other assignments or their own corporate interests. The IE shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of the Authority.
- 5.3. Without limitation on the generality of the foregoing ,the IE and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
- a) If there is a conflict among this and other consulting assignments of the IE (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such IE. The duties of the IE depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the IE shall not take up any assignment that by its nature will result in conflict with the present assignment.

- b) A firm which has been engaged by Authority to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.
- c) A Bidder eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm's earlier consulting services) till one year from the date of completion of services under this Consultancy.

6. NUMBER OF BIDS

No Bidder or its Associate shall submit more than one Bid for this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid.

7. SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, local bye laws, FSI etc., Applicable Laws and regulations or any other matter considered relevant by them. Details of the project site is mentioned in ~~SECTION: 3 TERMS OF REFERENCE (ToR)~~**SECTION: 3 TERMS OF REFERENCE (ToR)** of this RFP. https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft_Schedule%201_Sites_Clean.pdf

8. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

8.1. Preparation & submission of applications:

- a) Detailed RFP may be downloaded from website of Authority details of which provided in the data sheet and bids shall be submitted in hardcopies to the Authority before the PDD.
- b) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- c) The Bidder
- shall prepare one original set of Qualification cum- Technical Proposal and clearly marked "ORIGINAL". In addition, submit one copy of the Qualification cum- Technical Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
 - Only one set of Financial Proposal clearly marked as Financial Proposal (Original). Copy of the financial proposal is **not required**.

8.2. Sealing and Marking of Proposals

- a) Bidders shall submit their Proposals (Financial Bid and Technical Bid) in accordance with the terms contained herein.
- b) The Bidder shall submit its Qualification cum Technical Bid in the format specified in Appendix-I along with the below set documents, in a sealed envelope marked as **“QUALIFICATION CUM TECHNICAL BID FOR SELECTION OF INDEPENDENT ENGINEER FOR AFFORDABLE HEALTHCARE PROJECT”**. The Qualification-cum-Technical bid shall include the following :
 - i. Covering letter on bidder’s letterhead requesting to participate in the selection process. (Tech-1)
 - ii. General Information about the Bidder (TECH – 2)
 - iii. Financial Eligibility Certificate (substantially in the prescribed format) of the Bidder, supported with audited financial statements for the preceding three financial years (Tech-3)
 - iv. Power of Attorney (TECH – 4) in favour of the Authorised Signatory on behalf of the bidder.
 - v. Bidder’s past Experience (TECH-5) list of eligible assignments undertaken in the last 5 years
 - vi. Approach, Methodology& Work Plan to undertake the assignment (TECH –6)
 - vii. List of Manpower – (Tech 7)
 - viii. CV of Key Personnel as per TOR (TECH - 8)
 - ix. Bid Processing Fee (Demand Draft)
 - x. Bid Security in the form of Bank Guarantee as applicable in the format prescribed in (Tech-9)
 - xi. Filled in Bid Submission Check List in Original (Tech-10)
- c) One hard/physical copy of the Qualification cum Technical Bid along with all documents comprising part of the Technical Bid, as specified above, shall be placed in a separate sealed envelope marked as **“COPY OF TECHNICAL BID FOR SELECTION OF INDEPENDENT ENGINEER FOR AFFORDABLE HEALTHCARE PROJECT”**.
- d) A Bidder shall submit its Financial Bid in the Form 1 & Form 2 specified in Appendix–2 (1 (one) hard copy along in a sealed envelope marked as **“FINANCIAL BID FOR SELECTION OF INDEPENDENT ENGINEER FOR AFFORDABLE HEALTHCARE PROJECT”**. The Bidder shall clearly specify the Financial Proposal in Indian Rupees , both in figures and words. The Financial Bid must be signed by the Authorized Signatory. If there is any discrepancy between the amount quoted in figures and words, the amount quoted in words shall be considered by the Authority.

- e) The 3 (three) envelopes specified above shall be placed in a sealed outer envelope. Each of these 4 (four) envelopes referred shall clearly bear the following identification:

“Bid FOR SELECTION OF INDEPENDENT ENGINEER FOR AFFORDABLE HEALTHCARE PROJECT” and will clearly indicate the name and address of the Bidder.

Additionally, the Bid Due Date must be specified on the right hand top corner of each of the envelopes.

- f) Each of the envelopes will be addressed to:

Mr. Saroj Mishra,
Special Secretary,
Health & Family Welfare Department,
Lokaseva Bhawan, Bhubaneswar
Odisha, Pin Code: 751001

Email: hfw.meiisection@gmail.com / afh.odisha@gmail.com

- g) 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. Further, the Authority may reject such Bid as non-responsive.
- h) Bids submitted by fax, telex, telegram, e-mail or in any other manner other than as provided in shall not be accepted by the Authority.
- i) Any condition or qualification or any other conditional stipulation contained in the Bid will render the Bid liable to rejection as a non-responsive Bid.

8.3. **Modification / Substitution/ Withdrawal of bids:**

- a) The Bidder may modify, substitute or withdraw its Proposal, prior to the Proposal Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.
- b) The modification, substitution or withdrawal notice will be prepared, sealed, marked, and delivered in accordance with guidelines of this RfP, with the envelope being marked **“MODIFICATION”**, **“SUBSTITUTION”** or **“WITHDRAWAL”**, as the case may be.
- c) Any alteration or modification in the Bid or additional information supplied subsequent to the specified time on the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded by the Authority.

8.4. **Validity of Bids**

The Bids must be valid for a period of not less than 120 (one hundred and twenty) days from the Proposal Due Date. A Bid valid for a shorter period shall be rejected by the Authority as being non-responsive. In exceptional circumstances, prior to the expiration of the Bid validity period, the Authority may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. In the event that the Bid validity period is extended, the Bid Security shall also be

extended accordingly. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

8.5. Proposal Due Date

Proposal should be submitted on or before the Proposal Due Date specified Data Sheet. Authority, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with uniformly for all Applicants.

8.6. Late Proposals

Proposals received by the Authority after the Proposal Due Date shall not be considered for evaluation and shall be summarily rejected.

8.7. Correspondence with Bidders

Other than as provided in this RFP, the Authority will not entertain any correspondence with the Bidders with respect to the acceptance or rejection of any Bids.

9. EVALUATION OF PROPOSALS

9.1. Opening and Evaluation of Bids

- a) The Authority shall open the Technical Bids for the Projects on the date /time / venue specified in Data Sheet in the presence of the Bidders who may choose to attend. Bids for which a notice of withdrawal has been submitted shall not be opened. The names of the participating firms shall be read out.
- b) The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this RFP.
- c) Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information
- d) To facilitate evaluation of Bids, the Authority may, in its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid and/or Financial Bid. The Bidder shall be required to provide such clarification within the time period as prescribed by the Authority.

9.2. Evaluation of Qualification cum Technical Bids

9.2.1. Stage 1- Fulfillment of basic evaluation requirements

Evaluation of the Technical Bid submitted initially shall be done to check whether the Bidder submitted is responsive as per sub point A below and if the proposal meets the pre-qualification

conditions stated in sub point(B) below. Only those bids which are assessed to be responsive and meeting the prequalification criteria shall be considered for further evaluation.

A) Test of Responsiveness

As part of the evaluation of Bids, the Authority will determine whether each Bid is responsive to the requirements of the RFP. A Bid will be considered responsive only if:

- (a) it is received as per the specified format;
- (b) it is received along with all the prescribed documents as specified in (and in the prescribed formats) Appendix-1;
- (c) it includes a Financial Bid in accordance to the provisions of this RfP;
- (d) it is received by the Authority on or before the specified time on the Proposal Due Date including any extension thereof;
- (e) the Bidder has submitted Bid Processing Fee;
- (f) it is signed, sealed, bound and marked as stipulated in the RfP;
- (g) it is accompanied by the Bid Security as specified in the RfP;
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

B) Pre-Qualification Conditions:

Before scoring of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Table 1: Minimum Eligibility Condition

SN	Criteria	Supporting documents
1	Firm's Consulting Experience The firm should be into existence atleast 10 years in the field of consulting.	Tech-2 with supporting documents including Certificate of incorporation
2(a)	Design Assessment Experience In the last five years the firm should have experience in preparation <u>or review</u> of Design Based Report/ Architectural Design / DPR including Structural and Mechanical Electrical & Plumbing(MEP) Services, of atleast one (1) Hospital Project with capacity of 100 beds or more. <i>Only Project Assignments for which the designs / DPR / DBR have been accepted by client and construction has commenced shall be considered to be eligible for evaluation.</i>	Work order / Project Award letter along with Completion certificate issued by the client is required to be furnished.
2 (b)	Project Supervision Experience In the last five years the firm should have undertaken construction supervision / project management as Independent Engineer / Project management consultant or in similar role of a) Minimum three (3) numbers of Institutional Buildings with built up area of atleast one lakh square feet (100000 s.ft) or project cost of atleast Rs-INR 100 Crores each and b) Atleast one Hospital Project with capacity of 100 beds or more Only Projects where construction has been completed shall be considered for evaluation.	Completion certificate from client
3	Financial Capacity - Annual turnover The Average Annual Turnover from consulting / advisory business only during the preceding 3 financial years (ending 31st March 2023) should be atleast Rupees Six(6.00) Crore	Certificate in format provided in Appendix 1 Tech-3
4	Status of bidder The Bidder should, have neither failed to perform for any consulting assignment as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled or terminated or debarred by any State or Central Government or its implementing agencies for breach by such Bidder.	Self Certified in Tech 2 Appendix 1.

Bidders meeting all the above criteria shall be considered to be eligible for further evaluation. And Bids those not meeting one or more of the above criteria shall not be considered for further evaluation.

The Authority reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal with respect to such Bid will be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

9.2.2. Stage II- Evaluation of Technical Proposal

Technical evaluation shall be undertaken of those bids which are assessed to be responsive and meet the 'Pre-Qualification Criteria'. The Authority shall carry out its evaluation applying the evaluation criteria stated in the RfP stated in this section. Each responsive proposal shall be attributed a technical score (S_{T1}). The following scoring methodology shall be used for evaluating the Technical Proposal.

Table 2: Technical Evaluation Score Criteria

S. No.	Criteria	Marks (S _{T1})
A	Relevant experience for the assignment	40
B	Qualifications and competence of the key staff for the assignment	40
C	Approach Methodology, Workplan to undertake this Project	10
D	Presentation on Approach Methodology, Workplan, Staffing, use of innovative techniques in to accomplish assignment	10
	Total	100

The detail break of Technical Score (S_{T1}) for each of the Criteria is placed in table below

A) Relevant Experience

Table 3: Technical Bid Evaluation- Experience Criteria

S No	Criteria	Max Score
A.1	Average Turnover Annual average turnover (from consulting / advisory business) in the last 3 Financial Years (ending 31 st March 2023) i) Less than 6.00 Crores - NIL ii) Between Rs 6.00 -Rs 8.00 Crores – 3 Marks iii) >8.00 Crores – 1 mark each for additional Rs 2 Cr (max of 2 marks)	5
A.2	Design <u>Assessment</u> Experience(Maximum 2 projects shall be evaluated) Experience in preparation <u>or review</u> of Design Based Report/ Architectural Design including Structural and MEP Services, of Eligible Project in the last five years preceding the Proposal Due Date <i>Core Sector Project – 5 Marks each / Non Core Sector – 2.5 Marks</i>	10
A.3	Supervision Experience (Maximum 4 Project shall be evaluated) Experience of supervision of Eligible Project or a Building project(i.e. any building project with Project cost of more than Rs 100 Crores) in the last five years <i>Core Sector Project – 5 Marks each / Non Core Sector – 2.5 Marks</i>	20
A.4	PPP Project Experience (Maximum 2 Projects) Experience in supervision / Independent Engineer /Owner's engineer of PPP project in last five years – <i>Core Sector Project – 2.5 Marks each / Any Infrastructure Project with Total Project Cost of more than Rs 100 Crores – 2.0 Marks each</i>	5

S No	Criteria	Max Score
	Total	40

B) Qualifications and competence of the key staff for the assignment

B.1) Key Personnel's Individual Maximum Score

Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60%(sixty per cent) or the total marks scored in the Qualifications and competence of the key staff for the assignment criteria is less than 28. Any Key Personnel, other than the Team Leader, score less than 60% marks, they would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above..

Table 4 : Technical Evaluation- Key Personnel Marks

SI No	Designation	Max. Mark
1	Hospital Project Specialist (Team Leader)	8
2	Hospital Architect (Dy Team Leader)	7
3	Resident Engineer cum Quality Assurance Expert	5
4	Structural Engineer	5
5	Mechanical Engineer	5
6	Electrical Engineer	5
7	Plumbing & Fire-fighting Expert	5
	Total	40

B.2) Weights

Each of the Key Personnel profile shall be assessed from three aspects and following are the relevant weightages for each of the factors.

Table 5: Scoring criteria for Key Personnel

SI No	Factors	% Weightages
1	Educational Qualification	15%
2	Years of Experience	25%
3	No of Eligible Projects in stipulated period	60%
	Total	100%

B.2) Scoring Methodology

Table 6: Technical Evaluation- Key Personnel Scoring Methodology

Key Personnel	Description	Max. Scoring (%)
Hospital Project Specialist (Team Leader)	Minimum Educational Qualification	15%
	As conforming with the Min. Qualification Criteria 15%	
	Minimum Total Years of Experience	25%
	Experience < 15 years – 0 (Disqualified)	
	Experience => . 15 Yrs of Experience- 15% For additional every 1 year of experience add 2% subject to max 10 %	
	Relevant Sector Experience	60%
No of Eligible projects undertaken in last 7 years preceding PDD (Max 3 Projects shall be considered for evaluation)		
Experience of leading infrastructure development / construction management / supervision of Eligible Projects Core sector project – 20% each, Non Core Sector – 10%		
Principal Hospital Architect (Deputy Team Lead)	Minimum Educational Qualification	15%
	Bachelor in Architecture 15%	
	Minimum Total Years of Experience	25%
	Less than 15 years – 0 (Disqualified)	
	Experience => 15 years - 15% For additional 1 year of experience add 2% subject to max 10 %	
	Relevant Sector Experience	60%
No of Eligible projects undertaken in last 7 years preceding PDD (3 Projects shall be considered for evaluation)		
Experience of preparing Design Base Report, Architectural designs, Concept plans, Construction drawing Core sector project – 20% each, Non Core Sector – 10%		
Other Key Personnels	Minimum Educational Qualification	15%
	As conforming with the Min. Qualification Criteria -12%	
	Post Graduation/ specialization in the relevant sector additional 3 %	
	Minimum Total Years of Experience	25%
	Less than 10 years – 0 (Disqualified)	
	Experience => 10 years - 15% For additional 1 year of experience add 2% subject to max 10 %	
Relevant Sector Experience	60%	
No of Eligible projects undertaken in last 7 years preceding PDD (4 Projects shall be considered for evaluation) Core Sector 15% , Non Core -10%		

B.2) Experience and Qualification of Key Personnel

The desired experience and qualification of the Key Personnel is as below.

Table 7: Key Personnel - Desired Profile

Sl. No	Designation	Minimum Educational Qualification	Minimum Years of Total Experience	Relevant Sector Experience
1	Project Management Specialist (Team Leader)	B Tech / BE /B Arch with Masters in Project Management/ Business administration / Healthcare Management	Min. 15 years of experience in planning, development, construction and management of Infrastructure Projects.	During last seven (7) years, Personnel should have experience as Project lead for project monitoring / management / implementation of infrastructure development/construction projects, of at least Two(2) Eligible Projects out which at least one (1)project should be a Core Sector Project
2	Principal Hospital Architect (Deputy Team Lead)	B Arch	Minimum 15 years experience in preparation of concept plan, architectural designs, DBR, MEP, construction drawings of Eligible Projects	During the last 7 years from the proposal submission date, the personnel should have prepared architectural designs, DBR, MEP, construction drawings at least three (3) Eligible Projects out of which one should be a Core Sector Project as a lead architect.
3	Structural cum-CADD Expert	M Tech / PG in Structural Engineering or equivalent	Minimum 10 years of experience in the field of design /review of Eligible Project,.	During the last 7 years from the proposal submission date, the personnel should have prepared/ developed/reviewed the structural designs of at least Three(3) Eligible Projects.
4	Resident Engineer cum Quality Assurance Expert	BE/B. Tech. (Civil)	Minimum 10 years of experience in supervision of Eligible Project in terms of construction quality supervision.	During the last 7 years from the proposal submission date, the personnel should have undertaken supervision and quality assurance of at least Three(3) Eligible Projects
5	Mechanical Engineer	BE/ B. Tech. (Mechanical/ Refrigeration & Air Conditioning)	Minimum 10 years of experience in planning/designing or design review of HVAC, Lifts, Medical Gas Pipeline Systems etc. with relevant construction supervision experience.	During the last 7 years from the proposal submission date, the personnel should have developed/reviewed HVAC Services / MGPS / LIFTS of at least Three(3) Eligible Projects
6	Electrical Engineer	BE/ B. Tech. (Electrical)	Minimum 10 years of experience in planning/ designing or design review of electrical works including experience in LT/ HT works, transformer, Fire Fighting System, Generator and motors, UPS, etc. with relevant construction supervision experience.	During the last 7 years from the proposal submission date, the personnel should have developed/reviewed Electrical drawings of at least Three (3) Eligible Project.

Sl. No	Designation	Minimum Educational Qualification	Minimum Years of Total Experience	Relevant Sector Experience
7	Plumbing & Fire-fighting Expert	BE/ B. Tech. (Civil/ Mechanical / Environmental Engg.)	Minimum 10 years of experience in planning/ designing or design review of Fire-fighting, water and sewerage treatment process/ systems in hospital with relevant construction supervision experience.	During the last 7 years from the proposal submission date, the personnel should have developed/ reviewed Plumbing and Fire-fighting drawings of at least three(3) Eligible Projects.
8	Environmental, Health & Safety Expert*	M.Sc. in Environmental Sciences / Masters in Environmental Planning/ Master's Degree in Social Science or any Masters degree with significant experience in social and environmental impact assessment in development sectors	Minimum 7 years of experience in the preparation of Environmental and Social Safeguards Plans / carrying out EIAs for managing and Monitoring environmental impacts during conceptualization stage of the projects and after implementation of large Infrastructure projects	During the last 7 years from the proposal submission date, the personnel should have developed/ reviewed Environmental and Social Safeguards Plans of at least three(3) Eligible Projects.

* Is required in the team but not evaluated

C) Approach, Methodology & Work Plan

As a part of the bid the Bidder shall submit in Appendix I (Tech -8) its understanding on TOR, Approach & Methodology, Staffing plan which shall be assessed based on the proposal submitted.

Table 8: Tech. Evaluation-Approach Methodology Scoring Criteria

Sl No	Details	Score
	Proposed methodology and work plan in response to the Terms of Reference	10 marks
I	Understanding about the Affordable Healthcare Project and role of IE	03 marks
II	Approach & Methodology	05 marks
	<i>i. Monitoring of project</i>	<i>02marks</i>
	<i>ii. Quality control checks</i>	<i>02marks</i>
	<i>iii. Overall project management</i>	<i>01marks</i>
III	Work Plan – Staffing and reporting requirement	02 marks

D) Presentation on Approach & Methodology

To assess the understanding of the bidders about the project, their proposed work plan, use of innovative techniques in their approach for scope of their services in the said assignment, those bidders which meet the minimum eligibility condition shall be invited for presentation before the evaluation committee.

- a) The presentation shall be made by the team proposed for the assignment by the Bidder and it should be led by the Team Leader / Dy Team leader proposed for the project.
- b) Each bidder shall be notified with at least five (5) days before the presentation.

9.2.3. Eligible Projects

For the purposes of determining Technical Score of the Bids under this RFP, assignments as an Independent Engineer or Project Management Consultancy (PMC) assignments in respect of development of project from conceptual stage to commissioning including day to day site supervision of the project with all the associated activities monitoring, supervision and certification of works during the development of complete project including detailed engineering design etc. for the following projects awarded by client for development shall be deemed as eligible assignments (the “Eligible Assignments/ Eligible Projects”). The Eligible Assignments are bifurcated in two sectors as below:

- (i) **A Core Sector Project:** A standalone Hospital Project with minimum bed capacity of 100 beds (“Hospital Project”).
- (ii) **A Non Core Sector Project :** Any other Institutional Building Project with ~~minimum~~ built up area of atleast one Lakh (100,000) Sq. ft or Project Cost ~~more than of atleast~~ Rs 100 Crores

Notes: -

- (i) Sub-Consultancy will not be considered as eligible experience.
- (ii) Projects undertaken in consortium, consortium agreement / proof of roles & responsibilities should be submitted as part of the credential and based on responsibility score may be assumed
- (iii) For claiming the desired experience, Bidder shall have to submit a valid proof acceptable to the Authority.

9.2.4. SHORTLISTING OF BIDDERS

- c) After the technical evaluation, bids which have scored (S_T) more than 70 Marks subject to maximum of five (5) bidders shall be shortlisted for further evaluation.

A date, time and venue will be notified to all shortlisted Bidder(s) for opening of Financial Bids. The opening of Financial Bids shall be done in presence of respective representatives of Bidder(s) who choose to be present. Authority will not entertain any query or clarification from Bidder(s) who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Bids shall be carried out in terms of this RfP document.

d) Stage III- Evaluation of Financial Proposal

- i. The Financial Proposals shall be opened in the presence of the shortlisted bidders' representatives who choose to attend. The name of the bidder, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening. The Evaluation Committee will determine whether the submitted Financial Proposals are responsive.
- ii. The lowest financial proposal (F_m) shall be given a financial score (S_F) of 100 points. The financial score of the proposals quoting F shall be computed as follows: $S_f = 100 \times F_m/F$.
- iii. Proposals shall finally be ranked according to their combined technical (S_T) and financial (S_F) scores using the weights Technical Score weight as 70 & Financial Score as 30 respectively.
- iv. The Firm achieving the highest combined technical financial score shall be declared as the most preferred bidder (Selected Consultant).

e) Combined & Final Evaluation (QCBS)

- a. Combined and final evaluation proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

- b. Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.
- c. The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in LoA.
- d. In the event that two or more Bidder(s) obtained equal marks in overall marks obtained (S), Authority shall ask the tie Bidder(s) to submit their revised Financial Bid. Overall evaluations will be re-

evaluated based on the revised Financial Bid by substituting the value of (S_F) in the above criteria. Based on the above re-evaluation, Bidder securing highest marks will be finally awarded the contract.

- 8.9. Bidder(s) are advised that Selection shall be entirely at the discretion of the Authority. Bidder(s) shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

9. LETTER OF AWARD (LOA) AND SIGNING OF AGREEMENT

- 11.1. The selected Bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of LOA.
- 11.2. The selected Bidder shall be required to send its acceptance of LOA within 03(three) days of issue of LOA, submit the Performance Security and execute the contract within 7 (Seven) days time from the date of LOA.
- 11.3. If the selected Consultant fails to provide performance security within the prescribed time or the Consultant fail to sign the Contract Agreement within prescribed time, the Client may invite the 2nd highest ranking bidder for award of contract to match the final score of the Selected bidder and issue the LoA.

12. PERFORMANCE SECURITY

- 12.1. In order to ensure the due performance of the contract, the Selected Bidder shall submit a Performance Security to Authority for an amount of 5% of the Contract Value within 7 days of issue of LOA in the form of a Bank Guarantee(BG) in the format prescribed in this RfP and acceptable to the Authority. The BG shall be valid for a period of atleast 2 month beyond the expiry of the Contract period of [36 months].
- 12.2. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of the RfP and within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of this RfP, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant, and LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. Authority may take action debar such firm for future projects.

Signing of Contract Agreement

After having received the performance security and verified it, the Client shall invite the selected bidder for signing of Contract Agreement on a date and time convenient to both parties within 7 days of receipt of LOA.

13. Miscellaneous

13.1. The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

13.2. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of **Bhubaneswar** only within Odisha.

13.3. Governing Law and Penalty Clause:

The schedule given for deliverables in TOR section is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 1% per week, subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the Performance Security amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

13.4. Confidentiality :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

13.5. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum in the Authority's website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

SECTION: 3 TERMS OF REFERENCE (ToR)

1. General

Health & Family Welfare Department (hereinafter referred as Authority) is developing Affordable healthcare Project under PPP in DBFOT at Angul, Barbil, Bharak & Jharsuguda. The bid process for selection of PPP Developer has been completed by the Authority and the Concession Agreements with the Concessionaires have been executed. As per provisions of the Concession Agreement, an Authority shall appoint a technical competent firm to provide the Independent Engineer services as per the provisions of the [Concession Agreement \(Sample draft Concession Agreement can be downloaded from https://health.odisha.gov.in/sites/default/files/2022-12/AHP_Draft_CA_0.pdf](https://health.odisha.gov.in/sites/default/files/2022-12/AHP_Draft_CA_0.pdf)). The [Schedule 16 \(Schedules to the Concession Agreement can be downloaded from https://health.odisha.gov.in/sites/default/files/2022-12/AHP_Draft%20Schedules.pdf](https://health.odisha.gov.in/sites/default/files/2022-12/AHP_Draft%20Schedules.pdf)

) of the Concession Agreement describes the Terms of Reference of IE which has been elaborated below.

The IE scope shall include all monitoring of the projects at all the four locations as one package. The sites for the proposed project as below

Table 9: Project Site Details

Location/ District	Site Details	Area in Acres	Coordinates
Angul	Plot No: 12122/17435, Khata No:1789/3310, Mauza: Kangula, Tehsil: Angul	4.00	20°46'45.1"N 85°06'47.8"E
Barbil (Keonjhar)	Plot No.: 436/554/1094, Khata No.: 1/5, Mauza: Sundara-12 Tehsil: Barbil	4.00	22°05'45.8"N 85°22'39.4"E
Jharsuguda	Plot no. 323/862 & 323/1902 Khata No - 132 Mauza : Beherapat, Jharsuguda	2.00	21°52'00.8"N 83°59'35.3"E
Bhadrak	i) Plot No 1957, 1955,1958, 1959, 1960(pt), 2554, Mauza- Samraipur ii) Plot No 3273, Village- Gelpur, Bhadrak	1.50 + 0.65	21°02'33.4"N 86°29'03.3"E

2. Terms of Reference (Scope of services)

These terms of reference for the Independent Engineer (the "IE TOR") are being specified pursuant to the Concession Agreement. Independent Engineer shall perform its services and obligations under the Concession Agreement in accordance with this IE TOR.

3. Definitions and Interpretation

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

4. Roles, functions and obligations of the Independent Engineer

The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice. The roles, functions and obligations of the Independent Engineer shall include the following:

- a) review of the Drawings, and Construction Documents as set forth in Paragraph 4.3;
- b) review, inspection and monitoring of Construction Works as set forth in Paragraph 4.4;

- c) reviewing and witnessing the Tests on completion of construction and issuing Completion/ Provisional Completion as set forth in Paragraph 4.5;
- d) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- e) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- f) assisting the Parties in resolution of Disputes as set forth in this section ; and
- g) undertaking all other duties and functions in accordance with the Agreement.

5. Development Period

During this period, the IE shall :

- a) undertake detailed review and approve/ provide its comments, observations or suggestions on the Construction Documents submitted by the Concessionaire in accordance with the Concession Agreement within 30 (thirty) days of receipt of the Construction Documents. Further, within 15 (fifteen) days of receipt of revised Construction Documents (if submitted by the Concessionaire), the Independent Engineer shall review it, and upon being satisfied that the revised Construction Documents are in compliance with the Standards and Specifications and the terms of this Agreement, shall approve such Construction Documents.
- b) undertake detailed review and approve or convey their observations on the Drawings for Hospital including Ancillary Facilities submitted by the Concession under the Concession Agreement within 15 (fifteen) days of receipt of the Drawings. The Independent Engineer shall review the Drawings particularly vis-à-vis their conformity to the scope of Project and the Specifications and Standards. If the Concessionaire submits revised Drawings to the Independent Engineer, the Independent Engineer shall and comment upon the same within 7 (seven) days of receipt of the revised Drawings;
 - 5.1.1. advise the Authority on the environmental and sustainability plan prepared under Clause 5.10 of the Concession Agreement
 - 5.1.2. assess the Drawings and Construction documents of the Hospital & Ancillary Facilities so that they meet the NABH standards also are compliant to the statutory requirement including but not limited to fire safety, biomedical waste management, other patient safety concerns.
- 5.2 The brief scope of Independent Engineer at this stage includes, but not limited to, the following:
 - 5.2.1. Review of all design, Drawings, specifications and procurement documents:

- a) design basis report;
 - b) designs and drawings shall comply to the approved Master Plan;
 - c) comments on the design, drawings, quantities and cost shall be submitted to Authority;
 - d) all design and specifications shall be reviewed as per the development standards and requirements;
- 5.2.2. The Independent Engineer shall review any modified Drawings or supporting documents sent to it by the Authority and furnish its comments within 7 (seven) days of receiving such Drawings or documents to the Authority.
- 5.2.3. The Independent Engineer shall also review the provisions with respect to construction safety and furnish its comments thereon to the Authority within 15 days of receiving such report.
- 5.2.4. The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and project completion schedule, which is prepared by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 5.2.5. Upon reference by the Authority, the Independent Engineer shall review and comment on matters pertaining to the Project implementation and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.
- 5.2.6. Review preparedness with respect to fulfilment of obligation of Concessionaire, safety, security and other perspectives prior to commencement of construction as per provisions of the Concession Agreement and applicable laws.
- 5.2.7. Upon assessment of the site of being satisfactory for construction activities to be start, the Independent Engineer shall give a certificate on the site being fit for construction.

6. Construction Period

- 6.1.1. In respect of the Master Plan, Development Plan, Drawings and Construction Documents received by the Independent Engineer for its review and comments during the Construction Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.

- 6.1.2. The Independent Engineer shall at all times be responsible for ensuring quality control of works at the various project sites under this Project. In addition, the Consultant shall provide regular reports, as per schedules agreed with the Authority. .
- 6.1.3. The Independent Engineer shall monitor that status of statutory compliances and measures undertaken by the Concessionaire with respect to the directives / guidance issued by such Government Agencies. Status of compliances / Non Compliance to be reported to the Authority.
- 6.2 The Independent Engineer shall be required to maintain the following Quality Assurance:
- 6.2.1. Review & monitor the quality control , quality plans of concessioner and/or their contractors to ensure for compliance by them.
- 6.2.2. Review with the consultants and main contractors, the establishment and enforcement of suitable safety, quality assurance and industrial relations policies for the specific site(s) under the Project, and, as applicable, ensure compliance with the standards, processes and procedures specified by the Authority.
- 6.2.3. Over see the results of various tests conducted by the Concessioner with respect to value engineering and quality control checks at various project milestones level.
- 6.3 The Independent Engineer shall review the Monthly progress reports furnished by the Concessionaire with respect to the following and send its observation thereon to the Authority within 7 (seven) days of receipt of such report:
- a) Compliance with approved Construction Documents, Drawings, Standards and Specifications and provisions of the Concession Agreement;
 - b) Review and assessment of quantities of works and timelines for completion of the same;
 - c) Review and verify all the development works mentioned in the report physically on the ground with respect to the requirements as per the Standards and Specifications;
 - d) Review and provide its comments on quality of the works and identify any work or part of work requires to be rectified before completion of the work; and

6.4 During the Construction Period, the Independent Engineer shall inspect the Hospital, at least once a month (preferably after receipt of the monthly progress report of Concessionaire but not later than 20th (twentieth) day of each month and prepare the Inspection Report (Inspection Report). The Inspection Report shall provide an overview of the status of the project, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. Within 7 (seven) days of the inspection the Independent Engineer shall send the Inspection Report to the Authority and Concessionaire; Key sections of the Monthly Inspection Report* ¹ shall be as follows:

Table 10: Table of Contents for Monthly Inspection report

Sr. No.	Section	Sub-Sections
1	Executive Summary	1.1 Construction progress in current month
		1.2 Summary of Project Implementation plan
		1.3 Detailed Project Implementation plan
		1.4 Current issues and recommended actions by IE
2	Project Overview	2.1 Salient Features of the Project
		2.2 Project Milestones
		2.3 Location Map
		2.4 Key Plan
3	Critical issues and Action Log	3.1 Pending issues and action log 3.2 Obligations as per contract
4	Physical Progress	4.1 Detailed physical progress component wise 4.2 Milestones achieved as per Schedule 10
5	Change of Scope	5.1 Status of pending COS proposals
6	Mobilization of Resources	6.1 Resource mobilization by contractor/ concessionaire
7	Financial Progress Details	7.1 Pen picture- Escrow
		7.2 Escrow details
8	Summary of quality control tests / Completion Tests	8.1 Tests witnessed by IE with dates
		8.2 Tests conducted by IE
		8.3 Tests scheduled next month with date & time
11	Safety features	11.1 Pen picture on safety features at construction site
		11.2 Accident report
12	Annexures	Annex 1: Detailed list of physical components
		Annex 2 onwards: Additional details provided by IE

¹ Indicative format, the Independent Engineer & Authority shall agree on the format

- 6.5 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests as per Schedule 4 & Schedule 12 of the Concession Agreement on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. For purposes of this, the tests specified in the relevant manuals specified by the Authority in relation to structures, buildings and equipment (“Quality Control Manuals”) or any modification/ substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 6.6 The timing of tests referred to in Paragraph 5.5, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 6.7 In the event, the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 5 shall apply to such tests.
- 6.8 The Independent Engineer shall notify the Authority and Concessionaire in accordance with Clause 13.3 of the Concession Agreement, if the Concessionaire fails to achieve any of the Project Milestones;
- 6.9 In the event that the Concessionaire fails to achieve any of the Milestones, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall, through the Authority, require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite the progress, and the period within which COD shall be achieved. Upon receipt of such a report from the Authority, the Independent Engineer shall review the same and send its comments to the Authority forthwith.

- 6.10 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction, or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 6.11 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works, the Authority may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 6.12 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall recommend the extension of dates set forth in the Phase Completion Schedule for Phase I, to which the Concessionaire is reasonably entitled, and shall notify the Authority of the same.
- 6.13 The Independent Engineer shall witness all the Tests being undertaken by the Concessionaire and based on the outcome of the Tests specified in Schedule 12 submit a report on Completion or Provisional Completion, as the case may be. For carrying out its functions under this Paragraph 5.13 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of ARTICLE 14 and Schedule H.
- 6.14 Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in ARTICLE 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.
- 6.15 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.
- 6.16 The Independent Engineer shall in consultation with the Concessionaire determine the date and time for each Completion Test and thereafter notify the Authority of such agreed upon date and time. It is clarified that the Independent Engineer and Monitoring Agency may conduct the relevant Completion Tests jointly or independently;

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

- 6.24 The Independent Engineer shall review, adjudge the reasonableness and thereafter certify the costs (to the extent reasonable) incurred by the Concessionaire in providing information, required under Clause 16.2.2 of the Concession Agreement;
- 6.25 The Independent Engineer shall assess the costs in the event of a Dispute upon issuance of a Change of Scope Order;
- 6.26 After commencement of the work after issuance of change of work order, the Independent Engineer shall certify bills for payment in respect of the works in progress or completed works;
- 6.27 The Independent Engineer shall submit periodic reports (at least on a monthly basis) to the Authority in respect of its duties and functions as contemplated under Schedule 16;
- 6.28 The Independent Engineer shall designate up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer. The Independent Engineer shall also notify the Authority and Concessionaire about the employees chosen to act as its designated representatives. The Independent Engineer shall retain the right to the substitute any of the designated persons by any of its employees by issuing notice in writing;
- 6.29 The Independent Engineer shall mediate and assist the Parties in arriving at an amicable settlement (if called upon to do so by either Party) in respect of any dispute between the Parties arising out of, or in respect of Construction Works;
- 6.30 The Independent Engineer shall review and recommend / approve any reasonable action required to be taken by the Concessionaire to cure any breach as per the Concession Agreement; and
- 6.31 In addition to the duties specified above, the Independent Engineer shall also perform any other roles, functions and duties specified under the Concession Agreement.
- 6.32 **Determination of costs and time**
- (a) The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- (b) The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.
- 6.33 **Duties of the Independent Engineer under the Escrow Agreement**

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

6.34 **Authorized Signatories of the Independent Engineer**

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

6.35 **Miscellaneous**

- (a) Mobilisation : The Independent Engineer shall commence work not later than 7 days from the date of issue of Letter of Award or execution of Agreement whichever is earlier.
- (b) Representative of Independent Engineer (Team Leader / Deputy Team Leader) shall be available for discussions at the office of the Authority.
- (c) The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection
- (d) The Independent Engineer shall retain at least 1 (one) copy each of Construction Documents, all Drawings and Documents received by it, including “as-built” Drawings, and keep them in its safe custody.
- (e) Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list the Master Plan, all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. 2 (Two) copies of the said documents shall also e furnished in their editable digital format or in such other medium or manner as may be acceptable to the Authority.

6.36 Wherever no period has been specified for delivery of services by the Independent Engineer, the Independent Engineer shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.

7. Deliverables

Sl. No.	Deliverable/ milestone	Timelines
(a)	Review, suggestions (where required) and approval of the Construction Documents.	Within 30 days
(b)	Review, suggestions (where required) and approval of the Drawings.	15 days
(c)	Review of “environmental and sustainability plan” if requested by the Authority as per clause 5.10 of Concession Agreement.	As and when requested by the Authority
(d)	Monthly “Inspection Report” of the Hospital with its suggestions/ recommendations to the Authority in respect of its duties and functions as contemplated under Schedule 16 of the Concession Agreement.	Every month throughout the contract period
(e)	Observe, monitor and review the results of the Completion Tests/ repeat Completion Tests as contemplated under Schedule 12 of Concession Agreement and issue a Completion Certificate for each relevant phase	At suitable stages throughout the construction period
(f)	Review, adjudge the reasonableness and thereafter certify the costs and time incurred/to be incurred under Clause 16.2.2 of the Concession Agreement.	As and when requested by the Authority
(g)	Any other technical report as requested by the Authority for the purpose of implementation of Project	As and when requested by the Authority

8. Payment Schedule

8.1 While the project encompasses services for all the four projects in one package, however, each of the location shall considered separate and the consultant shall submit invoices for each of the location separately as per the milestone achieved and accordingly, the payment shall be released.

8.2 Payment shall be made by the Authority to the designated account of the Consulting Firm for the services rendered and furnished deliverables, within 15 days on approval of Consultant’s invoices.

The payment for the assignment shall be made in two forms : (i) Project Milestone fees linked (50% of the total quote) and (ii) Project Management fee 10 equal tranches payable in three month intervals based on progress of the project divided into two phases, Development period – 2 tranches and Construction period – 8 tranches

Table 11: Payment Schedule

Sl.No.	Deliverables	(%) of Payment
(a)	On submission of review and approval report on Concept Architectural Drawings submitted by Concessionaire	10%
(b)	On submission of review and approval report on Civil BOQ & Tender drawings	5%
(c)	On submission of review and approval report on Services BOQ & Tender drawings	5%
(d)	On completion of Project Interim Milestone – 3: Completion of structural works (Part I) as per the Schedule-10 of Technical Schedule:	5%
(e)	On completion of Project Interim Milestone – 4: Completion of structural works (Part II) as per the Schedule-10 of Technical Schedule:	5%
(f)	On submission of report after conducting the Completion Tests specified in Schedule 12 of Technical Schedule, to ascertain and certify that the Phase-I is compliant with the Safety Requirements and is safe for entering into commercial service. Issuance of Completion Certificate for Phase 1 of the project	10%
(g)	On submission of report & Completion Certificate after conducting the Completion Tests specified in Schedule 12 of Technical Schedule, to ascertain and certify that the Phase-II is compliant with the Safety Requirements and is safe for entering into commercial service.	10%
(h)	Project Management fee : - On submission of every three consecutive monthly progress report to the Authority, a fixed (%) of Payment will be released till 30 th month from the of signing of the agreement or Letter for initiation of Work, whichever is earlier (5% X 10 tranches) out of which maximum 2 tranches shall be paid during Development Period (6 months) and 8 tranches subsequently during Construction period.	50%
	Total	100%

9. Procedure For Review Of The Work Of The Consultant

The Authority shall review the works and deliverables of the Consultant, any or all of the documents and advice forming part of the Consultancy through the Consultant Monitoring Committee comprising of officials from Authority, Govt of Odisha and experts/ officials nominated by Authority.

SECTION-4: PROPOSAL SUBMISSION FORMS

Appendix I : - Technical Proposal Forms

Appendix II :- Financial Proposal Forms

APPENDIX 1

TECH -1

COVER LETTER

(ON BIDDER'S LETTER HEAD)

To

The Special Secretary to Government
Health & Family Welfare Department, Lok Seva Bhawan,
Bhubaneswar -751001

Subject: **Engagement of Independent Engineer for the Affordable Healthcare Projects**

Sir,

1. With reference to the RFP Document dated_____we, having examined all relevant documents and understood their contents, hereby submit our proposal for selection of firm for services of Independent Engineer for the Affordable Healthcare Projects. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.
3. We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
4. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last five years, we have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We declare that:
 - (a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with provisions of this RFP;

- (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 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 no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- 7. I/We understand that the Authority may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).
- 8. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Projector which relates to a grave offence that outranges the moral sense of the community.
- 9. We further certify that in regard to matters relating to security and integrity or the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
- 11. I/We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above mentioned Project.
- 12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right to whatsoever nature if the Consultancy for the Project is not awarded to our firm or our proposal is not opened.
- 13. We agree to keep this offer valid for 120 days from the Proposal Due Date specified in the RFP.
- 14. In the event of my/our being selected as the Bidder, we agree to enter into an Agreement in accordance with the format Schedule of the RFP. We agree not to seek any changes in the aforesaid Form and agree

to abide by the same.

15. We have studied the RFP and all other documents carefully and also surveyed the Project sites. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
16. We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in the accordance with the terms of the RFP Document.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

APPENDIX 1 TECH-2

General Details of Bidder with

Sl. No.	Description	Full Details
1	Name	
2	Address for communication : Email id :	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder:	Name Mobile No. : Email id :
4	Local office in Odisha If Yes, Please furnish contact details	Yes / No
5	Bid Processing Fee Details	Amount : DD No. : Date: Name of the Bank:
6	Bid Security Details	Issuing Bank : Amount: Validity : As per Format provided in RfP- (Yes / NO)
7	Are you presently debarred / Blacklisted/ termination of contract except for reasons of convenience of Client by any Government Department /Public Sector Undertaking/Any Employer?	Yes / NO
8	Do you meet the Minimum Eligibility conditions	Yes / No
8 (a)	Number of years of consulting experience	Year of Incorporation : No. of years : - (Attach necessary credentials- Certificate of incorporation / partnership certificate etc.)
8 (b)	Project Experience in last five years	10. i) Design <u>Assessment</u> Experience of <u>Eligible Projects-Hospital Project</u> ii) Project Supervision Experience of Eligible Projects Attach details of 3 projects including experience in hospital projects in the format provided in Tech 5 with supporting credentials / testimonials.:-
8(c)	Average Turnover of the Bidder from consulting business in the last three (3) Financial years ending with March 31st 2023	

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

APPENDIX 1 TECH - 3

On the Letter Head of Statutory Auditor / Practicing Chartered Accountant

Bidder Organization (Financial Capacity)

To,

Special Secretary to Government
Health & Family Welfare Department, Lokseva Bhawan
Bhubaneswar -751001

Subject: Certification of financial capacity of [insert name of entity] for submission of its bid pursuant to Department of Health and Family Welfare's Request for Proposal No. [●] ("RFP").

Sir,

This is to certify that [insert name of entity] possessed the following turnover from consulting business (with reference to the RFP):

Financial Information in INR				
Details	FY- 2020-21	FY- 2021-22	FY- 2022-23	Average
Turnover (inCrore) from consulting/advisory services.				
<i>Supporting Documents:</i> Audited certified financial statements for the last Three FYs (to be decided accordingly) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 22-23 are not available, bidder may provide provisional statement for the same. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor / Practicing Chartered Accountant with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

APPENDIX 1 TECH – 4
POWER OF ATTORNEY
(On Bidder’s Letter Head)

Know all men by these presents, we, [*insert name of the organization*], having our registered office at [*insert address*] do hereby irrevocably constitute, nominate, appoint and authorize [*insert name*], son/daughter/wife of [*insert name*] and presently residing at [*insert address*], who is presently employed with us and holding the position of [*insert designation*], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid pursuant to Department of Health & Family Welfare, Government of Odisha’s (“**Authority**”) Request for Proposal No. [●] dated [●] (“**RFP**”) (the “**Project**”), including but not limited to, signing and submission of all applications, bid, joint undertaking with a design consultant and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts/undertakings consequent to acceptance of our bid including the letter of award, 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 or any entity representing 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)

Accepted by:

(Signature)
(Name & Title)

Witnesses:
(Name, Title and Address)

- 1.
- 2.

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date:

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).*
- *The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Members from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

**APPENDIX 1 TECH-5
(BIDDER'S PAST EXPERIENCE DETAILS)**

A) Experience in preparation / review Project Design of design ning of Eligible Project²

Table -1 (~~List of completed assignments in Institutional / Healthcare projects~~ Eligible Projects completed during last ~~5~~ Five years as Lead Consultant).

(* Design Basis Report/Turnkey Designing/Architectural Design Development / Project monitoring of Healthcare project)

SN	Name of the Project with scope of work	Name of the Client	Capacity (Sqft in case of Inst. Bldgs / Beds in case of hospital)	*Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Supporting documents (Work Order / completion certificate/ any other)
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							

B) Experience in Project supervision / project management

Table -2 (~~List of completed assignments* in supervision/ project management of Healthcare Eligible projects / Institutional Buildings Project~~ *during last ~~57~~ years preceding PDD as Lead Consultant).

(* Project Supervision / Project Management)

SN	Name of the Eligible Project with scope of work	Name of the Client	Capacity (Sqft in case of Inst. Bldgs / Beds in case of hospital)	*Contract Value (in INR) and Duration in Month	Date of Award / Commencement of assignment	Date of Completion of assignment	Supporting documents (Work Order / completion certificate/ any other)
1							
2							

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list maximum 8 projects **Eligible Assignments undertaken during the last 57 yrs preceding the PDD** (to be decided accordingly) as per the above prescribed format only. **Information not conforming to the above format will be treated as non-responsive.** Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

² Eligible Project – Hospital Project with atleast 100 bed capacity / Institutional Bldg with atleast built up area of one lakhs (100000) square feet or project cost of atleast Rs 100 Crores

APPENDIX 1

TECH -6

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, staffing plan and reporting framework . It is suggested to present the required information divided into following three sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat/ copy the ToR here.

B. Description of Approach and Methodology :

- a. Key guiding principles of the Assignment.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Personnel responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

D. Presentation:

Shortlisted Bidders may be required to make a presentation on the approach & methodology, work plan, and proposed team for performing the assignment as and when intimated by the Authority during evaluation process.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

APPENDIX 1

TECH-7

List of Manpower

S.No.	Name of Staff Key personnel	Position	Educational Qualification	Length of Professional Experience (in years	No of Eligible Projects undertaken in the last 7 years	Present Employment	
						Name of Firm	Employed since
Key Personnel							
1	Team Leader						
2	Hospital Architect						
3	Structural Expert						
4	Resident Engineer cum Quality Expert						
5	Mechanical Engineer						
6	Electrical Engineer						
7	Plumbing & Fire- fighting Expert						
8							
Support Staff							
1							
2							
3							
	Total						

Note:

- 1 Details Key Personnel should be indicated individually, however, for support staff only numbers of staff to be deployed skill wise(Site engineer / surveyor/ supervisor) may be provided.

APPENDIX 1 (TECH – 8)
Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position:

[For each position of key professional separate form will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

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

8. Membership in Professional Associations :

9. Other Trainings :

10. Countries of Work Experience :

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. 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. For experience in last years, also give types of activities performed and Client references, where appropriate as per the prescribed format given below.

From [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task 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]

Name of the Project³	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

³ Personnel are encouraged to detail out experience about projects Eligible Projects (Core Project- hospital with minimum 100 bed capacity & Non Core- Institutional Bldgs with built up area of atleast 1 lakh sq ft or project cost of atleast INR 100 Cr) undertaken in the last Seven (7) years only. Only Eligible Projects undertaken in the last 7 years preceding the PDD shall be evaluated.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<NB: CV write up may be restricted to max. 5 pages per person with quality information relevant to the key professional requirements. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.

Appendix -1 (Tech-9)

Form of Bid Security (Bank Guarantee)

(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 Bhubaneswar, Odisha (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 incorporated under the provisions of the Companies Act), 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 _____(Name of the Project) pursuant to Authority’s Request for Proposal No. [●] dated [●] (“**RFP**”) and other bidding documents (collectively, “**Bidding Documents**”), (the “**Project**”), we [*insert name of the bank*] having our registered office at _____and one of its branches at _____(“**Bank**”), at the request of the Bidder, do hereby in terms of _____ of the RFP, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [●] (Indian Rupees [●] only) as bid security (“**Bid Security**” or “**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 fulfil 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 fulfilment 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 fulfil 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.
4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date 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 fulfilment 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. This 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 courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of Authority's notice of claim on us addressed to [*insert name of Bank along with branch address*] and delivered at our above branch who shall be deemed to have been duly authorized 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 unrealized.
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. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING RS. [●] (INDIAN RUPEES [●] ONLY).**
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank.

By the hand of Mr./Ms. __, its _____ and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

Appendix 1 (Tech-10) – BID SUBMISSION CHECKLIST

S N	Description	Checked by Bidder	Checked by Authority
1	Cover Letter (TECH -1)		
2	General Details of the Bidder (TECH - 2) with enclosures Copy of Certificate of Incorporation of the Bidder Copy of PAN Copy of Goods and Services Tax Identification Number (GSTIN)		
3	Financial Capacity Certificate of the bidder (TECH - 3) along with all the supportive documents such as copies of audited annual statements for three Financial years preceding March 2023		
4	Power of Attorney (TECH - 4) in favour Authorized Signatory		
5	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders and completion certificates from the clients for the respective assignments		
6	Description of Approach, Methodology & Work Plan (TECH-6)		
7	List of Key Personnel & Support Staff (Tech 7)		
8	CV of Key Professionals (TECH - 8)		
9	Bid Processing Fee (Demand Draft		
10	Bank Guarantee towards Bid Security (Tech 9)		

Appendix II

Form 1

FINANCIAL PROPOSAL

(On Bidder's letter head)

To,
Special Secretary to Govt
Health & Family Welfare Department,
Lokaseva Bhawan
Bhubaneswar -751001
Odisha

Subject: Selection of Independent Engineer for implementation of Affordable Healthcare Projects – Financial Bid

I /We, the undersigned, offer to provide the our consulting services towards Independent Engineer for the Affordable Healthcare Projects at Angul, Barbil, Bhadrak & Jharsuguda in accordance with the Terms of Reference of the RFP.

	Consultancy Services for Independent Engineer for Affordable Healthcare Project for	
Assignment	Each location <u>(A)</u>	For all four locations <u>(B)</u> <u>(4 x Rate for each location)</u>
In Figures		
In words		

I/We agree that this offer shall remain valid for a period of 120 (One Hundred and Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon. The break up of this cost is enclosed

Yours faithfully,

Dated:

Authorized Signatory

Appendix II

Form 2

**LUMP SUM ESTIMATE OF REMUNERATION
(KEY PERSONNEL AND SUPPORT STAFF)**

Information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount and, if needed, to establish payments to the Technical Consultant for possible additional services requested by the Authority.

S.No	Name of Staff	Position	Rates Per Person Per Month (A)in Rupees
	Key Personnel's * ¹		
1			
2			
3			
4			
	Support Staff * ²		
1			
2			
3			
	Total		

*1 Key Personnel are to be indicated by name

*2 Support Staff is to be indicated per category (e.g.: Draftsman, Assistant etc.)

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category Cost of Secretarial services, if any, will be indicated
- 2 Indicate separately staff-month rate for each activity separately.

SECTION 5

STANDARD FORM OF CONTRACT

SECTION 5 : DRAFT CONTRACT AGREEMENT

DRAFT CONTRACT DOCUMENT

Between

[Name of the Client]

And

[Name of the Bidder]

Dated:

Form of Contract(in NJS)

Provision of Services for an Independent Engineer for Affordable Healthcare Project at Angul, Barbil, Bhadrak & Jharsuguda

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the..... day of the month of 2023, between, on the one hand, the [President of India acting through] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for appointment of Consultant (hereinafter called the “**Consultancy**”) for the Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement. NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;

- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Government**” means the Government of India;
- (j) “**INR, ₹** means Indian Rupee;
- (k) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) “**Personnel**” means persons hired by the Consultant or by any Sub- Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- (m) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (n) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (o) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (p) “**Third Party**” means any person or entity other than the Government, the Authority or the Consultant

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction

between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Bhubaneswar shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

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

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

- 1.8.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.
- 1.8.2 The Authority may require the Key Personal(s) to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.9 Intentionally Left Blank

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The Authority may, from time to time, designate one of its officials as the Authority

Representative. Unless otherwise notified, the Authority Representative shall be:

[Position],

[Address].

Phone: [+91_____]

Email: [_-_-_-_-_-]

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

Name

Tel:

Mobile:

E-mail:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. Commencement, Completion And Termination Of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall

stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiry of Agreement

2.4.1 Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the issue of Completion Certificate ; and (ii) the expiry of 36 months from the Effective Date.

2.4.2 In case the Construction of Project is not completed within the schedule period of 30 months, the Consultant shall continue provide services till the issue of Construction Completion Certificate for Project. In case the construction period is delayed beyond 6 months, the Consultant would not be paid any extra remuneration during that period (No cost extension). If such delay extends beyond six(6) months, the Consultant would be eligible for additional fees towards Project management fees to be mutually decided based on the manpower deployed with an escalated man month rate @5%. Similarly, the pending Milestone linked fees would also be escalated by 5%.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or soimpractical 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 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 such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement 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 Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 **Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 **Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 **Termination of Agreement**

2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;

- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's noticespecifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 **Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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, or which expressly survives such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.5, as relate to the Consultant's Services provided under this Agreement, and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant 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 Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations Of The Consultant

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Key Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub- Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in

accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel or consultants engaged in the project or any one of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 **Consultant not to benefit from commissions, discounts, etc.**

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or anti-competitive practices (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the

Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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 Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning 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 Selection 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 Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

- (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 Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- (f) “**Anti-competitive practice**” mean any collusion, bid rigging or anti- competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Authority, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- (g) “**Obstructive practice**” materially impede the Authority’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Authority’s rights of audit or access to information.

3.3 **Confidentiality**

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“**Confidential Information**”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to be accrued due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that except in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage; and
- (ii) Consultant would maintain at its expenses; Professional Liability Insurance including coverage

for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

(iii) The policy should be issued only from an Insurance Company operating in India with a minimum coverage equal to Agreement Value.

(iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) and in no case should be for an amount less than stated in the contract.

(v) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of <Authority>. The insurance company may provide an undertaking in this regard.

(ii)

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Accounting, inspection and auditing

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and details will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the professional personnel as are not listed in Annex-2;

- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.7 Reporting obligations

- 3.7.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.
- 3.7.2 The Consultant shall electronically and by mail, submit fortnightly time reports of each of the Key Personnel, to the Authority, in the format set out in Annex-8 hereto. Such time reports shall be submitted on the 15th and the last day of each calendar month by end of the business day and shall include the number of hours expended on the Project by the Key Personnel on each working day of the fortnight covered by the time report. The time reports shall also include a brief description of work performed during that fortnight by each of the Key Personnel.

3.8 Documents prepared by the Consultant to be property of the Authority

- 3.8.1 All reports and other documents (collectively referred to as “Consultancy Documents”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “Claims”) which may arise from or due to any ~~unauthorised~~unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority’s official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4 Consultant’s Personnel And Sub-Consultants

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be

required to carry out the Services.

4.2 Deployment Of Personnel

- 4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 30% (thirty per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement by more than 25% (twenty five per cent) thereof. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel may be mutually decided writing between the Authority and the Consultant, and remuneration may be mutually agreed upon, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Key Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided in the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the

concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of the Financial Expert shall be permitted only upon reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sickleave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-3. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader and Project Manager

The person designated as the Team Leader of the Consultant's Key Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "Project Manager") who shall be responsible for day today performance of the Services. (as applicable)

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub- Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5 Obligations of the authority

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and

- (c) 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 **Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 **Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

All taxes (GST) and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.4 **Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. **Payment To The Consultant**

6.1 **Cost estimates and Agreement Value**

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the

“**Agreement Value**”). The Parties agree that the Agreement Value is ₹..... (Rupees),

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 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 **Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, and Paragraphs 4, 5.2, 5.3, 5.4, 5.5, 5.6 and 10 of the TOR, and the rates specified in Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage. Provided, however, that for the Deliverables specified at [KD10 and KD11] in Paragraph 5.3 of the TOR, payment shall be due and payable by the Authority for the man hours spent during each calendar month; and
 - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”).
- (c) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final

Deliverable by the Authority.

- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. Liquidated damages and penalties

7.1 **Performance Security**

The Consultant shall, for the performance of its obligations hereunder, provide to the Authority an irrevocable and unconditional guarantee from a Bank for an amount equal to 5% (Five percent) of Agreement Value, in the format prescribed (Performance Security) to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The Performance Security shall remain valid till 3 (three) months after the expiry of this Agreement.

~~7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 10% (ten percent) of the Agreement Value (the “Performance Security”); provided, however, that the Consultant shall not be required to provide a Performance Security in the form of a bank guarantee or cash deposit.~~

~~7.1.1 Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten percent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in~~

~~addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.~~

~~7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.2 above, furnish a Bank Guarantee substantially in the form specified at Annex 7 of this Agreement.~~

7.2 **Liquidated Damages**

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of ~~5~~10% (ten-five percent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 **Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. Fairness and good faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of disputes

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon [] and Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall

meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 **Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment] shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED
AND DELIVERED

IV. APPENDICES Appendix A: Description of the Services

Details as per TOR

Appendix B: Reporting Requirements

Please refer TOR

Appendix C: Staffing Schedule

The Consultants Key personnel and all other Professional / Sub Professional / Support Staff/Sub-Consultancy personnel shall work on all working days as per Government of Odisha Calendar and as required by the Employer for completion of work. In this context, in case the work plan of the Consultant needs suitable modifications, the same shall be carried out and submitted to the Employer for consideration. The working hours of the Consultants Key Professional Staffs and support staff normally shall match with that of Employer's Office Working Hours or Contractor's activities on the site, as the case may be. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

Appendix D
Form of Performance Security (Bank Guarantee)
(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

Bank Guarantee for Performance Security

To

[The President of India /Governor of]

acting through

.....

In consideration of acting on behalf of the [President of India/Governor of] (herein after referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to....., having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs (Rupees), (hereinafter referred to as the “Agreement”) the assignment for consultancy services in respect of the Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs (Rupees.....) to the Authority for performance of the said Agreement.

We,.....(hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be

caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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 (Rupees.....).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We,(indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We,(indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees crore) 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 2 hereof, on or before [. (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorized Signatory)

Notes:

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.