

**REQUEST FOR PROPOSAL**  
**FOR SELECTION**  
**OF**  
**MONITORING AGENCY**  
**FOR**  
**AFFORDABLE HEALTHCARE PROJECTS**  
**JULY 2025**

**No: HFW-MEII-MISC- 0040-2024/22228**

**Date: 30.07.2025**



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

## ADVERTISEMENT

**GOVERNMENT OF ODISHA**  
**HEALTH & FAMILY WELFARE DEPARTMENT**  
Notice No: HFW-MEII-MISC- 0040-2024/22228/ H Dated: 30.07.2025  
**Request for Proposal (RFP) for Selection of Monitoring Agency**  
**for**  
**Affordable Healthcare Projects**

Health & Family Welfare Department, Government of Odisha (“**Authority**”) invites proposals from experienced consulting firms (“**Bidders**”) to provide services as Monitoring Agency for the Affordable Healthcare projects in Odisha.

**Bid Document** : Bid document can be downloaded from the following address  
URL:<https://health.odisha.gov.in/odisha-affordable-health-project/tenders-advertisement> (“Website”).

**Pre-bid meeting** : Date 08/08/2025, at 11:00 Hrs IST  
**(Hybrid mode)** (Link for the meeting shall be uploaded in the Website)

**Proposal Due Date** : Dt.16/09/2025, 15:00 Hrs IST

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.

**For further information please contact:**

Special Secretary (MS)  
Health and Family Welfare Department  
Lokaseva Bhawan, Bhubaneswar-751001  
Email: [hfw.meiisection@gmail.com](mailto:hfw.meiisection@gmail.com)

To,

All Potential Bidders

Sub: RFP Selection of Monitoring Agency (MA)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 in the interior Districts of Odisha, the Department of Health & Family Welfare, Government of Odisha (“**Authority**”) is implementing Affordable Healthcare Project across various locations in the 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 a Monitoring Agency (MA) to assist the Authority (in accordance with the provisions of this Agreement) in supervising the performance of the Concessionaire / PPP partner during the Concession Period. In addition to healthcare performance monitoring, the MA shall also monitor the project & contracts undertaken by the Authority in PPP Projects. The period of engagement shall be for a period of 3 (three) years. The Authority wishes follow an open competitive bidding process for engagement of Monitoring Agency.

Accordingly, proposals are being invited from experienced consulting firms for selection of Monitoring Agency. 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,

Special Secretary (MS) to Government  
H&FW Department  
Government of Odisha

## DISCLAIMER

1. The information contained in this RFP document or Bidding Documents are 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 made 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.

## **Table of Contents**

SECTION I: INTRODUCTION .....	3
SECTION II: INSTRUCTION TO BIDDERS .....	6
SECTION III: TERMS OF REFERENCE (ToR).....	38
SECTION IV: TECHNICAL PROPOSAL SUBMISSION FORMS.....	51
SECTION V: HUMAN RESOURCES DEPLOYMENT PLAN .....	75
SECTION VI: BID SUBMISSION CHECKLIST.....	77
SECTION VII: STANDARD FORM OF CONTRACT .....	83

**Data Sheet**

<b>S No</b>	<b>Item</b>	<b>Details</b>
1.	Name of the Client/ Agency	Health & Family Welfare Department, GoO.
2.	Method of Selection	Quality Cum Cost Based Selection(QCBS)
3.	Consortium	Consortium allowed- subject to maximum upto two(2) firms
4.	Proposal Validity	120 Days
5.	Date of Issue of RFP	30.07.2025 Download- <a href="https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement">https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement</a>
6	Pre-Bid meeting	08.08.2025 at 11:00 Hours (hybrid mode) Venue / Link for online mode to be shared on the website <a href="https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement">https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement</a>
7.	Deadline for Submission of Pre-Bid queries	13.08.2025
8.	Issue of Pre-Bid Clarifications	18.08.2025
9.	Proposal Due Date (PDD)	16.09.2025 up to 03:00 P.M.
10.	Bid Processing Fee (Non-Refundable)	Rs. 20,000/- (Rupees Twenty Thousand) in the form of Demand Draft from any nationalized / Scheduled commercial bank in favour of <b>“DDO-cum-Under Secretary, H&amp;FW Department, Government of Odisha”</b> . Payable at <b>“Bhubaneswar”</b> .
11.	Bid Security	Rs 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft from any nationalized / Scheduled commercial bank in favour of <b>“DDO-cum-Under Secretary Health &amp; Family Welfare Department, Government of Odisha”</b> payable at <b>“Bhubaneswar”</b> or In shape of Bank Guarantee in the format prescribed in Appendix I (Tech 9)
12.	Opening of Technical Bids	Time: 16.09.2025 (Tentative) 17:30 Hrs on Proposal Due Date Venue - Conference Hall, Health & Family Welfare Department, Lokseva Bhawan, Odisha, Bhubaneswar
13.	Evaluation of Technical Bids	1) Check Minimum Eligibility Condition 2) Technical Proposal Evaluation
14.	Minimum Score for shortlisting of Firms for Financial Bid Opening	Technical Score of Bidders => 70 shall be eligible for Financial Bid Opening
15.	Financial Proposal	Fees payable by Authority
16.	Selection of Bidder	Quality-cum-Cost Based Selection Process Technical Score (70) & Financial Score (30)
17.	Issue of LOA	After approval of the financial proposal by the Authority
18.	Performance Bank Guarantee / Performance Security (PBG)	5 % of the Total Contract Value payable in the form of Bank Guarantee in the format provided which is presentable to a Scheduled Bank with a branch in Bhubaneswar.
19.	Submission of Performance Security & Signing of Contract	Within 30 days of issue of Letter of Award (LOA)
20.	Contact Person	<b>Special Secretary (PPP)</b> Health & Family Welfare Department Lokseva Bhawan, Odisha, Bhubaneswar 751001

S No	Item	Details
		Email: <a href="mailto:hfw.meiisecion@gmail.com">hfw.meiisecion@gmail.com</a>
21	RFP includes following sections:	<ul style="list-style-type: none"> <li>a. Introduction [Section - 1]</li> <li>b. Instruction to Bidders [Section - 2]</li> <li>c. Terms of Reference [Section - 3]</li> <li>d. Technical Proposal Submission Forms [Section - 4]</li> <li>e. Human Resources Deployment Plan [Section -5]</li> <li>f. Bid Submission Checklist [Section-6]</li> <li>g. Financial Proposal Submission Forms [Section -7]</li> <li>h. Standard Form of Contract [Section-8]</li> <li>i. Annexure [Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided]</li> </ul>

**SECTION I: INTRODUCTION**

## BACKGROUND

In view of the lack of adequate healthcare services, especially for the economically weaker sections of the population in the interior Districts of Odisha, the Department of Health & Family Welfare, Government of Odisha (“**Authority**”) intends to enhance the affordable healthcare services within Odisha State. The Authority has adopted a programmatic approach to develop secondary care hospitals offering quality health care services at affordable price through PPP mode. Out of the 25 locations identified for development of affordable healthcare project, in the 1<sup>st</sup> phase, following 4 locations have been selected on first priority for development of Affordable Healthcare Projects.

Table 1: Hospital locations and capacity

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

The Project entails the PPP partner to develop of higher secondary care NABH standard hospital infrastructure, operate and maintain it for a concession period of 30 years. The bid process for selection of PPP Partner for implementation of these Affordable Healthcare Projects has been completed and project has been awarded to respective winning bidders. The Authority has executed Concession Agreement with the selected bidders for each of the four locations in October 2023 and the projects are in construction phase.

For monitoring the performance of the Concessionaires and provide contract monitoring support to Authority it is required to engage a professional agency constituting of experts to act as the Monitoring Agency (“MA”). The [Concession Agreement](#) (click here to access the document) describes the role of the MA and Schedule 17 to the Concession Agreement describes the broad scope of work of MA more elaborated in the [Section 3: Terms of Reference of this document](#).

The engagement shall be made for a period of 3 (three) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment or appoint another agency to be constituted in the manner specified herein to be the Monitoring Agency, and such procedure shall be repeated after expiry of each engagement for the entire Concession Period.

For the Services provided by the MA, it shall be paid Milestone based fees for Healthcare Services performance monitoring and Quarterly fees for its Contract & Project Monitoring Services as quoted during the bid and finalized.

Selection of the Monitoring Agency shall be done 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.

In pursuance of the above, the Authority hereby invites proposals from experienced consulting firms for selection of a Monitoring Agency.

Interested bidders / firms may download the RFP document from website of Authority <https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement> .

Bidders meeting the minimum eligibility criteria (“Minimum Eligibility Criteria”) stated in this RFP would be eligible for participating in the bid. Bids not meeting these criteria shall be disqualified.

The selection process shall be on QCBS procedure as prescribed in this RFP Document.

The proposal / bid submitted must be accompanied with a non-refundable Bid Processing Fee and Bid Security of amount and format prescribed in this RFP. Non-compliance to this provision leads to outright rejection of the bid.

The last date and time for submission of proposal (complete in all respect as per the Data Sheet) and the date of opening of the technical proposal are indicated in the Data Sheet. Technical bids shall be opened in presence of bidder’s representative who choose to attend the event.

While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment and 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 (MS) to Government  
H&FW Department, GoO.**

**SECTION II: INSTRUCTION TO BIDDERS**

## 1. INTRODUCTION

1.1. Proposals are invited from consulting firms as a sole firm or Consortium of **maximum two firms** willing to act as Monitoring Agency (MA) for providing consulting services required for the assignment.

1.2. The scope of work of the MA would entail broadly two distinct services,

**Healthcare Service Performance Monitoring-** which includes

- a) conduct inspection /tests as detailed in Schedule 12 of the Concession Agreement
- b) preparing model documents / standard operating procedures (SOP)/ guidelines including Patient Grievance Addressing Protocol pertaining to NABH, Maintenance manual including Bio-medical Equipment and Building, MIS integration, post COD monitor the performance of the Hospitals with respect to KPI as stated in the Concession Agreement;

and

**Contract Monitoring & PMU related services-** This includes the deployment of qualified key personnel at the Authority's office to strengthen its Public-Private Partnership (PPP) Project Management Unit (PMU). The objective is to provide comprehensive advisory support for the effective monitoring and management of PPP contracts executed by the Authority. The consultant shall ensure that the Private Partner (Concessionaire) complies with the terms and conditions of the respective PPP agreements. Advisory support will also be extended to the Government or Contracting Agency, including Affordable Healthcare Projects. Bidders are advised to refer to the Concession Agreement of the Affordable Healthcare Project for further details (a copy of the Agreement, along with its schedules, is provided at [Draft Concession Agreement](#) (Click here to refer to the document)

The detailed scope of work of the MA is stated in the Terms of (Section 3 of this document)

1.3. 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.

1.4. 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.

**1.5.** The bidders should observe the highest standard of ethics during the selection and execution of such contracts. In pursuance, the Authority:

c) 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 the selection process or the execution of the 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.

d) will reject a proposal for award if it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices (Prohibited Practices) in competing for the contract in question;

e) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded the 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

f) 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.

**1.6.** The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

**1.7.** 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.

### **1.8. Key Personnel**

The MA shall consist of the following expertise who shall discharge their respective responsibilities as specified. Out of the following key personnel, the **PMU 1 & PMU 2** shall be deployed in the

office of H&FW Department to be stationed at Bhubaneswar in the Project Management Unit (PMU), while other key members may be deployed based on the requirement as per the ToR.

Table 2: Role and Responsibilities of Key Personnels

S. No.	Key Personnel	Responsibilities
a)	Project & Contract Management Expert (PMU-1)	<ul style="list-style-type: none"> <li>• Develop and administer and contract management plan (including the third party contracts like Independent Engineers (IE) / Monitoring Agency(MA) etc.)/ Clinical Agencies etc,</li> <li>• Regularly monitor the contractual obligations of Authority / PPP partners and suitably advise Authority on actions to be taken.</li> <li>• Track project performance using appropriate tools and techniques (e.g., KPIs, dashboards).</li> <li>• Ensure that all contracts comply with legal, regulatory, and standards mentioned in the Concession Agreement.</li> <li>• Address non-compliance issues promptly and work with stakeholders to correct any deviations.</li> <li>• Manage contract amendments or modifications as needed, ensuring they are properly documented and agreed upon by all parties, update relevant stakeholders about changes and ensure a seamless transition.</li> <li>• Address rare events articulated in the contract like termination, change of scope, change in law, etc. assess the impact of such events on the overall contract scope and timeline, handle contract disputes or breaches by applying dispute resolution techniques and strategies.</li> <li>• Support legal teams and respective concessionaires to resolve conflicts and prevent litigation.</li> <li>• Implement best practices and methodologies for contract management.</li> <li>• Provide guidance to Authority in its procurement processes, project monitoring / management activities.</li> <li>• Facilitate in organizing project monitoring meeting / engagements with contractual stakeholders.</li> <li>• Facilitate coordination between the Public Authority, Concessionaire, and other key stakeholders.</li> <li>• Support early resolution of disputes and participate in mediation or arbitration proceedings as needed.</li> </ul>
b)	Monitoring & Evaluation (M&E) & Documentation Expert (PMU-2)	<ul style="list-style-type: none"> <li>• Maintain documentation and audit trails for accountability.</li> <li>• Develop M&amp; E tools for the contracts monitoring</li> <li>• Ensure collection of data / information from respective agencies</li> <li>• Assess the data / information collected and analyse the performance and advise for necessary action by Authority</li> <li>• Preparing regular reports summarizing project progress, impact, and key findings for stakeholders including donors, program managers, and decision-makers.</li> <li>• Facilitating communication and collaboration with project stakeholders to ensure their input is considered throughout the M&amp;E processes</li> <li>• Create, review and classify documents pertaining to projects and contracts.</li> </ul>

S. No.	Key Personnel	Responsibilities
		<ul style="list-style-type: none"> <li>• Monitoring compliances to the obligation of the Authority with respect to the PPP Partners / third party contracts / Govt. of India / State Government Agencies</li> <li>• Working with different departments to gather necessary documentation and ensure correct information is captured</li> </ul>
c)	Hospital Quality Expert (HQE)	<ul style="list-style-type: none"> <li>• Develop all Standard Operating Procedures (SOPs) for the hospital's effective operation according to NABH standards and to conduct Training of Trainers (ToTs) on these SOPs for representatives from the four SPVs to ensure their implementation.</li> <li>• Monitor the hospital's progress toward achieving and maintaining accreditation and advise on corrective actions for non-conformities identified during internal or external audits.</li> <li>• Conduct a Patient Satisfaction Survey bi-annually by handing out a Patient satisfaction form designed in consultation with the Concessionaire on a random sample method in accordance with Schedule 14 and consistent with Good Industry Practice. Evaluate/review sustainability initiatives and safety initiatives across the AHP hospitals.</li> <li>• Prepare a quarterly report on the status of compliance with the KPIs by the Concessionaire within 30 (thirty) days of receipt of report from the Concessionaire and shall submit such quarterly KPI status report to the Concessionaire for its comments and then submit the final report on the status of compliance of the KPIs for that quarter to the Authority.</li> <li>• Undertake project site visit at least on quarterly basis and guide supervise, coordinate and monitor work of the other experts in his/her team as well as of the Concessionaire. Check quality of care across departments—OPD, IPD, diagnostics, emergency, surgery, and support services of each PPP hospital and recommend necessary corrective measures, if required.</li> <li>• Attend the periodic review meetings or other meetings as may be decided by the Authority.</li> <li>• HQE shall be the authorized signatory to make all the correspondences /communications /approvals on behalf of MA with the Authority as well as with the Concessionaire.</li> <li>• Ensure the Private Partner adheres to protocols related to patient safety, infection control, biomedical waste management, and clinical service delivery</li> <li>• Time to time evaluate hospital policies and standard operating procedures (SOPs) to ensure alignment with best practices based on prescribed changes in NABH and other applicable regulatory frameworks.</li> <li>• HQE shall not delegate his responsibilities except with the prior written approval of the Authority. Shall also perform any other roles, functions or duties specified under the Concession Agreement.</li> </ul>
d)	Bio-medical Engineer (BmE)	<ul style="list-style-type: none"> <li>• Bio-medical Expert (BmE) shall be responsible to determine the date and time for each Completion Test mentioned in Schedule 12 of Concession</li> </ul>

S. No.	Key Personnel	Responsibilities
		<p>Agreement and thereafter notify observe, monitor and review the results of the Completion Tests.</p> <ul style="list-style-type: none"> <li>• BmE will ensure that all medical equipment provided and operated by the Private Partner meets the technical specifications, safety standards, maintenance protocols, and performance benchmarks outlined in the PPP agreement</li> <li>• (BmE) will verify compliance by the Concessionaire with the Maintenance Requirements and Safety Requirements, and if required, instruct those appropriate tests be carried out at the Concessionaire's cost for this purpose. He/she shall identify defects and deficiencies in the Hospital on or before the Transfer Date of the Concession Agreement.</li> <li>• BmE will check whether all the minimum required services and equipment mentioned in the Schedule 3 &amp; 6 of the Concession Agreement has been functionalized as per the requirement or not.</li> <li>• Conduct periodic (quarterly) inspections to assess the operational status, calibration, preventive maintenance, and lifecycle management of critical medical equipment (e.g., diagnostic devices, ICU equipment, imaging systems) to ensure adherence to biomedical safety norms, radiation protection guidelines, and compliance with local medical device regulations.</li> <li>• Prepare technical reports highlighting gaps, risks, and recommendations for improvement, flag non-compliance for appropriate contractual BmE shall be responsible for reviewing/vetting all test reports of medical equipment installation, calibration and regular maintenance module. Check all lifesaving and diagnostic equipment down time on monthly basis and prepare a quarterly report on the status of compliance with the KPIs. Shall also perform any other roles, functions or duties specified under the Concession Agreement.</li> </ul>
e)	IT & MIS Expert (IME)	<ul style="list-style-type: none"> <li>• Study the existing HMIS being operational at Authority Government hospital and explore data captured through it vis-à-vis the performance monitoring of the Concession Agreement</li> <li>• IME shall provide support and guidance for integrating Government Management Information Systems (MIS), State Health Assurance Society dashboard, etc., with the Hospital Management Information Systems (HMIS) developed by the respective SPVs, and ensure a real-time information sharing system and support data exchange, reporting, and analytics.</li> <li>• IME will ensure that proper testing and quality control methodology has been followed by the Concessionaire before implementation of MIS application in the respective hospitals under this project.</li> <li>• Develop IT &amp; MIS tools for project performance monitoring including dashboard at Authority level</li> <li>• Verify implementation and functionality of IT systems including Hospital Information Systems (HIS), Electronic Medical Records (EMR), Laboratory Information Systems (LIS), and Picture Archiving and Communication Systems (PACS).</li> <li>• Provide inputs on system gaps, performance issues, and technology upgrades. Prepare IT monitoring reports for the Contracting Authority.</li> </ul>

S. No.	Key Personnel	Responsibilities
		<ul style="list-style-type: none"> <li>Conduct periodic site visit and briefing sessions.</li> <li>Generate/check the data accuracy of monthly, quarterly reports from the concessionaire's MIS system.</li> </ul>
f)	Public Health / Social Insurance Specialist (PHSIS)	<ul style="list-style-type: none"> <li>PHSIS will ensure that the Monitoring Agency, the Authority and the Concessionaire shall cooperate and consult each other in order to formulate and publicize, a system based on Good Industry Practice to ensure that no Patient or category of patients is discriminated against or unduly favored, in the availing healthcare services of the Hospital.</li> <li>PHSIS will mediate and assist the Parties in arriving at an amicable settlement in respect of any dispute related to treatment protocol/ treatment charges / finalization of patient categories etc. between the Parties arising out of, or in respect this Concession Agreement (other than the Dispute relating to Construction Works).</li> <li>PHSIS will be responsible to conduct collate and analyze the patient satisfaction survey and report the outcomes to the Authority and respective Concessionaire.</li> <li>PHSIS will review and approve any reasonable action required to be taken by the Concessionaire to cure any breach required under the Concession Agreement.</li> <li>PHSIS will evaluate whether the services delivered under the PPP project are addressing the key health needs of the target population, especially vulnerable and underserved groups.</li> <li>Shall also perform any other roles, functions or duties specified under the Concession Agreement.</li> </ul>
7.	Finance Expert*	Assess the financial obligation of parties in case of dispute or disagreement on events where the Agreement requires opinion from the Monitoring Agency using market accepted principles and / or methodologies prescribed in the Agreement / best practices.

\*This expertise is required on need basis but not assessed in the evaluation

The followings are the list of man-days anticipated for the assignment envisaged. These are indicative which could be used for estimating expenses for purpose of preparation of bid.

Table 3: Key Personnel wise Man-days anticipated during the Contract Period of 3Years

Sl No	Designation	Anticipated Person-days for Angul (200 Beds)	Anticipated Person-days for Barbil (200 Beds)	Anticipated Person-days for Bhadrak (100 Beds)	Anticipated Person-days for Jharsuguda (100 Beds)	Total anticipated working Person-days
1.	Project & Contract Management Expert (Full-time)					3Yrs.
2.	M&E & Documentation Expert (Full-time)					3 Yrs.
3.	Hospital Quality Expert	80 days	80 days	45 days	45 days	250 days
4.	Bio-medical Engineer	40 days	40 days	35 days	35 days	150 days

5.	Public Health / Social Insurance Specialist	30days	30 days	25 days	25 days	140 days
6.	IT & MIS Expert	40 days	40 days	30 days	30 days	140 days
7.	Finance Expert*	Based on the requirement				

The indicative manpower deployment schedule is placed below for reference. The key personnels PMU 1 & PMU 2 shall be positioned in H&FW Dept during the entire contract period where as for other key personnels the number of days / man months are indicative required to complete the deliverables envisaged in Table 15

Table 4: Indicative Key Personnel Deployment Plan

Manpower Deployment Schedule (Indicative)								
Code		HQE	Bme	PHSIS	MIS	Total Mandays	PMU 1	PMU 2
Key Personnels		Hospital Quality Expert (Team Lead)	Bio-medical Expert	Public Health/Social Insurance Expert	IT & MIS Expert	of Healthcare Monitoring	Project & Contract Management Expert	M E & Documentation Expert
Qtr	Month	MA CONTRACT START DATE						
Construction Phase/ Pre-COD	Q1	M1	-	-	-	-	-	To be mobilised for entire contract period
		M2	-	-	-	-	-	
		M3	-	-	-	-	-	
	Q2	M4	-	-	-	-	-	
		M5	-	-	-	-	-	
		M6	-	-	-	-	-	
	Q3	M7	2.0	5.0	1.0	1.0	9.0	
		M8	18.0	5.0	1.0	1.0	25.0	
		M9	18.0	5.0	1.0	1.0	25.0	
	Q4	M10	26.0	17.0	5.0	21.0	69.0	
		M11	26.0	17.0	9.0	21.0	73.0	
		M12	28.0	17.0	9.0	21.0	75.0	
Total Mandays in Pre COD		118.0	66.0	26.0	66.0	276.0		
Commercial Operation Date								
OPERATION PHASE	Q5	M13	2.0	1.0	1.5	1.0	5.5	To be mobilised for entire contract period
		M14	2.0	1.0	1.5	1.0	5.5	
		M15	13.0	8.0	11.5	8.0	40.5	
	Q6	M16	2.0	1.0	1.5	1.0	5.5	
		M17	2.0	1.0	1.5	1.0	5.5	
		M18	13.0	8.0	11.5	8.0	40.5	
	Q7	M19	2.0	1.0	1.5	1.0	5.5	
		M20	2.0	1.0	1.5	1.0	5.5	
		M21	13.0	8.0	11.5	8.0	40.5	
	Q8	M22	2.0	1.0	1.5	1.0	5.5	
		M23	2.0	1.0	1.5	1.0	5.5	
		M24	13.0	8.0	11.5	8.0	40.5	
	Q9	M25	2.0	1.0	1.5	1.0	5.5	
		M26	2.0	1.0	1.5	1.0	5.5	
		M27	13.0	8.0	11.5	8.0	40.5	
	Q10	M28	2.0	1.0	1.5	1.0	5.5	
		M29	2.0	1.0	1.5	1.0	5.5	
		M30	13.0	8.0	11.5	8.0	40.5	
	Q11	M31	2.0	1.0	1.5	1.0	5.5	
		M32	2.0	1.0	1.5	1.0	5.5	
		M33	13.0	8.0	11.5	8.0	40.5	
	Q12	M34	2.0	1.0	1.5	1.0	5.5	
		M35	2.0	1.0	1.5	1.0	5.5	
		M36	13.0	8.0	11.5	8.0	40.5	
Total Person days		254.0	146.0	142.0	146.0	688.0		
Total Person months		10.16	5.84	5.68	5.84	27.52	36.00	36.00

## **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](mailto:hfw.meiisection@gmail.com) till the date & timeline indicated in Data Sheet. Clarifications to the queries received will be uploaded on the tender portal of Authority's website (details of which are provided in the data sheet).

## **3. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

The Bidders requesting clarification on the RFP documents shall have to submit request in writing or prior to the date indicated in the Data Sheet or raise the same in the pre proposal meeting. Any request for clarification must be sent in writing by paper mail, on the address indicated in the Data Sheet. The Client will respond by issuing addendum / corrigendum / response to pre- bid queries (as deemed fit) without disclosing the source of inquiry. Clarification / amendment will be hosted on website mentioned in the data sheet.

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 shall be uploaded in website of the Authority.

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 this 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 bidders shall provide all the required 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 authorized representative (the “Authorized Representative”) holding the Power of Attorney, in case of a Limited Company or a corporation or consortium; A copy of the Power of Attorney certified under the hands director(s) 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 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 / Bid Security Declaration**

4.5.1. Every Bidder as part of its Bid shall furnish, a Bid security (the “Bid Security”), acceptable to the Authority, in the form of a Demand Draft or Bank Guarantee-

i) Demand draft for an amount of Rs. 200,000/- 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**”

or

ii) Bank Guarantee (BG) in the format set out in *Tech -9 in Section 4* for an amount of Rs 200,000, that is presentable to a Scheduled Bank with a branch in Bhubaneswar. The BG should be valid for a period of 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 BG in order to ensure that the Bid Security remains valid for such extended period.

4.5.2. 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.

4.5.3. The Authority shall not be liable to pay any interest to any Bidder on the amount of the Bid Security.

4.5.4. The Bid Security of the Bidders, except the Selected Bidder, shall be returned by the Authority, without any interest, within 30 (thirty) days from the date of award of contract to 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.

4.5.5. 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. Proposal Submission**

The bidders are requested to submit their proposal using the formats enclosed herewith (refer section 3, 4 and 5).

##### **Part 1: Qualification-cum-Technical 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. 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:

- **Bidder's Experience:** As the project entails activities pertaining the monitoring of a) Healthcare Services and b) Contract Monitoring & PMU Services, Bidders' experience would also be evaluated from both the perspectives. Brief description of the Bidder's organisation and an outline of recent experience (in last 5 years) of the Bidders relevant to this assignment may be furnished in the desired format. The details of completed as well as ongoing assignments may also be furnished. Supporting credentials should be adequately submitted testifying the above information.
- **Details of Key Personnel:**

The CVs of all the key personnel meeting the desired profile given in **Error! Reference source not found.** is to be furnished in desired format provided in Tech 9. 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.

**Deployment Schedule** for each key personnel should be formulated and incorporated in the Technical Proposal and should meet the minimum requirement (man-days) in the Table 2.

- **Project Approach & Methodology and Sample Monitoring Tools & Templates**

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.

- A brief on Deliverables and sample table of contents shall be provided.
- Sample Monitoring Tools and/or templates conforming with respective KPIs mentioned in the Concession Agreement and its Schedule 14 of Affordable Healthcare Project.

Brief on innovative IT / soft tools for monitoring of KPIs, other performance parameters and reporting mechanism.

Understanding the role of PMU in H&FW Dept and activities to be undertaken by resources to be deployed by MA in PMU during construction phase and operation phase

- The proposed methodology should be accompanied by the bidder's initial view, key challenges they foresee and potential solutions.

Key Personnel deployment plan should be adequately stated in the proposal.

## **Part 2: Financial Proposal**

The project comprises of providing services including, Healthcare service performance monitoring as well as Contract performance monitoring, preparing and submitting documents deliverables as outlined in Section 3. Accordingly, the Financial Proposal should include services of MA toward Healthcare Service Performance Monitoring services for four (04) separate projects (Healthcare Services Monitoring Fees) and Contract & Project Monitoring Fee to Authority under one package.

- Bidders shall submit the financial proposal in the formats in **Appendix II** (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.
- 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 Personnels to be deployed in PMU, 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 comprise of quotes towards (i) Healthcare Services Monitoring Fees for 4 locations which would include all deliverables during construction phase and Quarterly monitoring reports during construction period and ii) Contract & Project Monitoring Services for 3 years.

The Contract & Project Monitoring fee is payable every quarter and shall be escalated by 5% every year till completion of Term. However the Healthcare Service Performance Monitoring Fee shall be milestone linked payment and escalated only if the term of contract is extended beyond three years.

- The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes (Excluding GST) 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 to be provided.

## **5. CONFLICT OF INTEREST**

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.

Authority requires that the Monitoring Agency 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 Monitoring Agency 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.

Without limitation on the generality of the foregoing, the Monitoring Agency 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:

- 5.1.** If there is a conflict among this and other consulting assignments of the Monitoring Agency (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Monitoring Agency. The duties of the Monitoring Agency depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Monitoring Agency shall not take up any assignment that by its nature will result in conflict with the present assignment.
- 5.2.** A firm which has been engaged by Authority to provide goods or works for this 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.

**5.3.** 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 to any of the Concessionaires 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

Bidder or its Associate shall not submit more than one Bid for this RFP. A Bidder, incase Bidder is a applying in consortium then, its Consortium Member individually or as an Associate shall not be entitled to submit another Bid. A member of Consortium shall not be a member of other Consortium submitting Bid.

## 7. SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their bids after visiting the Project Site and ascertaining for themselves the site, Applicable Laws and regulations or any other matter considered relevant by them. Details of the project sites are as below :

Name of location	Site Details
Angul ( 200 beds)	<b>Lat / Long:</b> 20°46'45.1"N 85°06'47.8"E <b>Plot No:</b> 12122, <b>KhataNo:</b> 1792 <b>Mauza:</b> Kangula, <b>Tehsil:</b> Angul
Barbil (200 Beds)	<b>Lat / Long:</b> 22°05'45.8"N 85°22'39.4"E <b>Plot No:</b> 436/ 554/ 1094, <b>Khata No:</b> 1/5 <b>Mauza:</b> Sundara 12, <b>Tehsil:</b> Barbil, Keonjhar
Bhadrak (100 Beds)	<b>Lat / Long:</b> 21°02'33.4"N 86°29'03.3"E <b>Samraipur (hospital)</b> <b>Plot No:</b> 1957, 1955, 1958, 1959,1960(pt), 2554, <b>Khata No.</b> 833/1, <b>Mouza:</b> Gelpur <b>Plot No:</b> 3273, (Staff quarters) <b>Tehsil:</b> Bhadrak, Dist Bhadrak
Jharsuguda (100 Beds)	<b>Lat / Long:</b> 21°52'00.8"N 83°59'35.3"E <b>Plot No:</b> 323/862 & 323/1902, <b>Khata No:</b> 132 <b>Mauza-</b> Beherapat, <b>Tehsil:</b> Jharsuguda, <b>Dist:</b> Jharsuguda

## 8. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

### 8.1. Preparation & submission of applications:

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.

The bidder 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.

The Bidder shall

- i. 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.
- ii. 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**

- i. Bidders shall submit their Proposals (Technical Bid) in accordance with the terms contained herein.
- ii. 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 MONITORING AGENCY 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. Consortium Agreement / Joint Bidding Agreement along with Power of Attorney in favour of a Member of the Consortium to act as Lead Member on behalf of the Consortium (**TECH-4 (a)**)
- 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 DD / Bank Guarantee as applicable in the format prescribed in (**TECH-9**)
- xi. Joint Bidding Agreement in case the bid is submitted in Consortium (**TECH-10**)

8.2.1. Hardcopy of Qualification cum Technical Bid along with all document comprising part of the Technical Bid (Original & Copy), as specified above, shall be placed in a separate sealed envelope marked as “**QUALIFICATION-CUM-TECHNICAL BID FOR SELECTION OF MONITORING AGENCY FOR AFFORDABLE HEALTHCARE PROJECT**”.

8.2.2. A Bidder shall submit its Financial Bid in the **Form 1 & Form 2** specified in **Appendix-II** (1 (one) hard copy along in a sealed envelope marked as “**FINANCIAL BID FOR SELECTION OF MONITORING AGENCY 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.

8.2.3. All the 3 (three) envelopes specified above shall be placed in a sealed outer envelope. “Bid For Selection Of Monitoring Agency For Affordable Healthcare Project” and will clearly indicate the name and address of the Bidder.

8.2.4. Each of the envelopes will be addressed to:

Special Secretary (MS)  
Health & Family Welfare Department,  
Lokaseva Bhawan, Bhubaneswar  
Odisha, Pin Code: 751001  
Email: [hfw.meiisecion@gmail.com](mailto:hfw.meiisecion@gmail.com)

8.2.5. 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.

8.2.6. 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.

8.2.7. 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:**

8.3.1. 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.

8.3.2. 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.

8.3.3. 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 the Bid validity period is extended, the validity of 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 & time specified in the Data Sheet. Authority, in its sole discretion, extend the Proposal Due Date & Time 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**

9.1.1. 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.

9.1.2. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this RFP.

9.1.3. 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.

9.1.4. 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 in format specified in Section 4;
- (c) it is received by the Authority on or before the specified time on the Proposal Due Date including any extension thereof;
- (d) the Bidder has submitted Bid Processing Fee;
- (e) it is signed, sealed, bound and marked as stipulated in the RfP;
- (f) it is accompanied by the Bid Security as specified in the RfP;
- (g) it does not contain any condition or qualification; and
- (h) 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 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 Authority shall take suitable decision based on information available.

Table 5: Minimum Eligibility Condition

SN	Criteria	Supporting documents
1	<b>The statutory registration of Agency/Firm under applicable registration Act</b>	Registration Certificate of the Agency
2	<b>Firm's Consulting Experience</b> The bidder should have at least 10 years of experience in consulting.	Tech-2 with supporting documents including Certificate of incorporation under applicable Statutory Act & details of 1 <sup>st</sup> Consulting assignment
3	<b>Experience in development /implementation /monitoring of Hospital SOPs</b> In the last <b>five years (5)</b> the bidder should have undertaken /Completed development /implementation/monitoring of Standard Operating Procedures (SOPs) for at least two (2) Hospital with capacity of 100 beds or more and one of which should be a NABH accredited	Experience Certificate issued by client with valid Consent to Operate/ Clinical Establishment Certificate (with Beds Numbers) is required to be furnished. Experience certificate should be accompanied with supporting document clearly indicating the start date, end date and number of beds.
4	<b>Experience in Implementation of NABH Accreditation</b> In the last <b>five (5) years</b> the firm should have implemented /provided advisory services for accreditation / reaccreditation of NABH Quality & Accreditation systems of at least <b>two (2) Hospitals-</b> each with capacity of minimum <b>100 beds</b> .	Experience Certificate issued by client / Self Declaration by the Director of the Hospital owned with valid NABH Certificate is required to be furnished. Experience certificate should be accompanied with supporting document clearly indicating the start date, end date and number of beds.
5	<b>Experience in development / implementation of HMIS</b> In the last <b>five (5) years</b> , the firm should have undertaken by itself or executed by any firm for at least One (1) design & development and/or implementation of healthcare IT / hospital management information system (HMIS) for an eligible Hospital	Client Expérience Certificates/ Complétion Certificats  Experience certificate should be accompanied with supporting document clearly indicating the start date, end date and number of beds.
6	<b>Financial Capacity - Annual turnover</b> The Average Annual Turnover from consulting / advisory services or Hospital operation & Management services business during the last <b>3 financial years (ending 31st March 2025)</b> should be at least Rupees <b>Three (3.00) Crores of the Lead Partner.</b>	Certificate in format provided in Section 4, Tech-3
7	<b>Status of Bidder</b> The Bidder (including consortium members if any) 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	Self-Certified in Section 4. Tech 2

	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.	
--	--	--

Only those bids which meeting the above Pre-Qualification criteria shall be considered to be eligible for further evaluation.

### 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 Conditions. The Authority shall carry out the technical evaluation applying the scoring criteria stated in this section of the RfP. Each proposal shall be attributed a Technical Score (S<sub>T1</sub>). The following scoring methodology shall be used for evaluating the Technical Proposal.

Table 6: Technical Evaluation Score Criteria

S. No.	Criteria	Marks (S <sub>T1</sub> )
A	Bidder's relevant experience	30
B	Qualifications and competence of the key proposed personnel	40
C	Approach Methodology including work plan, sample monitoring tools, templates and scoring criteria to undertake the assignment	20
D	Presentation on innovative idea which may reduce the monitoring efforts and cost	10
	<b>Total</b>	<b>100</b>

The detail break of Technical Score (ST1) for each of the Criteria are placed in table below

**A) Relevant Experience**

Table 7: Technical Bid Evaluation- Experience Criteria

S No	Criteria	Max Score
A.1	<p><b>Experience in preparing / implementing Standard Operation Procedures (SoP) (in the last Five Years)</b>            Experience in development and monitoring of SoPs for an Eligible Hospital (a multispecialty hospital with capacity of at least 100 licensed beds) in last 5 years (Maximum 4 projects shall be evaluated)</p> <ul style="list-style-type: none"> <li>i. Two Hospitals – 5 Marks</li> <li>ii. More than Two Hospitals – 2.5 marks for each for additional Hospital (with 200 bedded capacity) and 2 Marks for Hospital (with 100 bed capacity)</li> </ul>	10
A.2	<p><b>Experience in Implementation of NABH Accreditation (Maximum 4 Projects)</b>            Experience of implementing / continuing / reaccreditation of NABH Quality &amp; Accreditation systems and process for Hospitals in the last 5 years</p> <ul style="list-style-type: none"> <li>i) Two Hospitals – 5 Marks</li> <li>ii) More than Two Hospitals – 2.5 marks for each for additional one Hospital (200 bedded capacity or more) and additional 2 Marks for Hospital (100 bed capacity or more)</li> </ul>	10
A.3	<p><b>Experience in designing &amp; implementation of HMIS (Maximum 4 Projects) in the last five years</b>             Firm's experience in design &amp; development/ implementation of IT based tools / MIS for performance measurement &amp; monitoring of Hospitals in last <b>five years</b></p> <ul style="list-style-type: none"> <li>i) One Project – 2 marks</li> <li>ii) Additional project – 1 Mark each maximum three</li> <li>iii) (3) projects – (ongoing projects where more than 75% of the project scope has been completed and professional fees have been realized shall be considered for evaluation.)</li> </ul>	5
A.4	<p><b>Experience in infrastructure Program management/ Contract Management /PMU related assignments (Maximum 2 Projects) in last five (5) years</b>            Firm's experience in Contract or Project management &amp; monitoring, or providing PMU support to State / Central Government Project / Scheme for project implementation completed in last <b>five years</b> (Projects with professional fees of at least Rupees <b>One (1.00) Crore</b> shall be considered for evaluation)</p> <ul style="list-style-type: none"> <li>iv) One Project – 2 marks</li> <li>v) Additional project* – 1 Mark</li> </ul> <p>Experience should include – Project Implementation Monitoring &amp; Management, Contract Management, Setting up of PMU, Assisting Client in procurement and other advisory services.            * ongoing projects where more than 75% of the project scope has been completed and professional fees have been realized shall be considered for evaluation.</p>	3
A.5	<p><b>Local Experience &amp; exposure (Maximum 2 Projects) in last five (5) years</b>            Firm having experience of working on projects &amp; assignments in Odisha State in any category stated above (A1- A4)-            1 Mark each per Project (Note- Maximum one project shall be considered in each category A1to A4)</p>	2
	<b>Total</b>	<b>30</b>

**A) Qualifications and competence of the proposed key personnel for the assignment**

**a) Minimum 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 Experience	Relevant Sector Experience
1	Project & Contract Management Expert	Any Graduate with MBA /CA / Construction Project Management /MFC /CFA / Masters of Health care management / Administration.	Minimum 10 years of experience in Project Development / PPP Projects/ Contract Management related to PPP / Public Procurement / PMU in Govt. funded Projects.	During the last 7 years from the proposal submission date, the personnel should have work experience of successful Contract Management / PPP / Public Procurement / PMU of Govt. Projects for at least 2 <b>Projects out of one should be as Team Leader / Domain Specialist.</b>
2	M&E & Documentation Expert	Any graduate in Science/ Technology/ Engineering/ Mathematics/Management / Statistics.	Minimum 7years of experience Project / scheme monitoring, performance evaluation, project management, compliance management, documentation etc.	Out of the last 7 years from the proposal submission date, the personnel should have worked for at least 5 years on Monitoring & Evaluation, project management, reporting, progress monitoring of Eligible Projects / Schemes (Especially public infrastructure / PPP/ Services). Experience working in State / Central Govt projects / set up shall be preferred.
3	Hospital Quality Expert <b>(Monitoring Team Lead)</b>	Masters/ PG Diploma in Hospital Management /Administration with certification on Internal Counsellor Program on NABH Standards of quality Council of India (QCI).	Minimum 15 years of experience in successful NABH Accreditation of multispecialty/ super-specialty hospital	During the last 7 years from the proposal submission date, the personnel should have work experience of successful NABH Accreditation of multispecialty/ super-specialty hospital having at least 100 beds for at least <b>3 hospitals</b> at the capacity of NABH Expert/ NABH Advisor/ NABH Consultant/ NABH Quality Manager.
4	Bio-medical Expert	B. Tech. Mechanical. Bio Medical Engg, / Diploma in Bio-Medical Engineering or equivalent	Minimum 10 years of experience in the field of planning, procurement, and maintenance of Medical Equipment of Eligible Project.	During last 7 years from the proposal submission date, the personnel should have work experience of planning, procurement, and maintenance of Medical Equipment of multispecialty/ super-specialty hospital having at least 3 nos of 100 Hospitals each with licensed beds of 100 in the capacity of Bio-medical Engineer.
5	Public Health/Social Insurance Expert	Minimum - MBBS Additional qualification - Post graduate degree / diploma in public administration, business management, institutional development, policy, or related field.	Minimum 10 years of experience in developing and/or implementing public sector policies, strategies, and action plans in the public healthcare sector and/or have experience in implementing social insurance schemes	During the last 7 years from the proposal submission date, the personnel should have experience in developing and/or implementing public sector policies, strategies, and action plans in the public healthcare sector and/or have experience in implementing social insurance schemes introduced by any State Govt. and Central Govt. Should have undertaken at least 3 eligible assignments or 5 yrs of experience in implementing eligible Projects / schemes.
6	IT & MIS Expert	BE/ BTECH/ BCA / BSc IT/ Graduation in Management Information System	Minimum 10 years of experience in designing and/or operations & management of IT /MIS development for healthcare & hospitals.	During the last 7 years from the proposal submission date, the personnel should have designed and/or operations & management of healthcare IT / hospital information management systems (HMIS) of at least Three (3) multispecialty/super specialty hospital having at least 100 beds.

Sl. No	Designation	Minimum Educational Qualification	Minimum Experience	Relevant Sector Experience
7	Finance Expert*	Qualified Chartered Accountant (prefer fellow member of ICAI)	Minimum 10 years of experience in hospital billing, accounts and applicable tax management and various financial management, control process in public/private sector including preparation of Financial Statement, Audit adherence to legal requirements etc.	During the last 7 years from the proposal submission date, the personnel should have experience in hospital billing, accounts, applicable tax management and experience of working in various hospital management software/s and accounting software/s such as Tally, ERP etc. and in continuous working experiences in various financial management and control process in public/private sector including preparation of Financial Statement, Audit adherence to legal requirements for at least Three (3) multispecialty /super specialty hospital having at least 100 beds.
* required in the team but not evaluated				

### b) Key Personnel's Individual Maximum Score

Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein and a Proposal shall be rejected if the total marks scored in the Qualifications and competence of the key staff for the assignment criteria is less than 28 out of total 40 marks. Any Key Personnel score less than 60% marks, they would have to be replaced during negotiations, with a better candidate in consultation with Authority.

Table 8 : Technical Evaluation- Key Personnel Marks

Sl. No	Designation	Max. Mark
1	Hospital Quality Expert (Team Leader)	10
2	Bio-medical Expert	6
3	Public Health / Social Insurance Expert	6
4	IT & MIS Expert	4
5	Project & Contract Management Expert	10
6	Monitoring & Evaluation and Documentation Expert	4
	<b>Total</b>	<b>40</b>

### c) 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 9: Scoring criteria for Key Personnel

<b>Sl No</b>	<b>Factors</b>	<b>% Weightages</b>
1	Educational Qualification	15%
2	Years of Experience	15%
3	Project Experience	70%
	<b>Total</b>	<b>100%</b>

## d) Scoring Methodology

Table 10: Technical Evaluation- Key Personnel Scoring Methodology

Key Personnel	Sr. No.	Description	Max. Scoring (%)
Hospital Quality Expert (Monitoring Team Leader)	1	<b>Minimum Educational Qualification</b>	15%
		As conforming with the Min. Qualification Criteria 15%	
	2	<b>Minimum Total Years of Experience</b>	15%
		As conforming with the Min. Total Years of Experience Criteria- 10%For additional 1 year of experience add 1% subject to max 5%	
	3	<b>Relevant Sector Experience ( Max five projects shall be evaluated)</b>	70%
		< 3 Nos of Eligible Project - 0	
		3 nos Eligible Projects- 40%	
		For each additional Eligible Project: 10% for Hospital with capacity 200 or more beds and 7.50% for Hospitals 100 or more subject to maximum 2 Projects	
			For Projects done in Odisha add 5% per Project subject to maximum 10%
Public Health / Social Insurance Expert	1	<b>Minimum Educational Qualification</b>	15%
		As conforming with the Min. Qualification Criteria -10% Post Graduation/ specialization in the relevant sector additional 5 %	
	2	<b>Minimum Total Years of Experience</b>	15%
		As conforming with the Min. Total Years of Experience Criteria- 10%For additional 1 year of experience add 1% subject to max 5%	
	3	<b>Relevant Sector Experience ( Max five projects shall be evaluated)</b>	70%
		Experience at least 3(three) Eligible Projects / 5 yrs of experience in implementing eligible Projects/ schemes	
		Less than 3(three) Eligible Projects or less than 5 Yrs of engagement in Eligible Projects - 0	
		3 Eligible Projects / 5 yrs of engagement for implementation of Eligible Projects - 40%	
		Additional Years spent / projects undertaken for Eligible Projects (Hospital Performance /Govt Insurance/ public health initiatives schemes etc. 10% per Project / per year and 7.50% for other relevant projects subject to maximum 2 Project/ years	
		For Projects done in Odisha add 5% per Project subject to maximum 10%	
IT Expert	1	<b>Minimum Educational Qualification</b>	15%
		As conforming with the Min. Qualification Criteria -10% Post Graduation/ specialization in the relevant sector additional 5 %	
	2	<b>Minimum Total Years of Experience</b>	15%
		As conforming with the Min. Total Years of Experience Criteria- 15% For additional 1 year of experience add 1% subject to max 5 %	

	3	<b>Relevant Sector Experience ( Five Projects to be Evaluated)</b>	70%
		Relevant Sector Experience as mentioned in the <i>Qualification and Experience of proposed Key Manpower IT Eligible Projects</i>	
		< 3 nos -0%	
		3 nos- 40%	
		Add 15% extra for each additional HMIS / Healthcare Performance/ Data analysis project subject maximum two	
Project & Contract Management Expert	1	<b>Minimum Educational Qualification</b>	15%
		As conforming with the Min. Qualification Criteria 15%	
	2	<b>Minimum Total Years of Experience</b>	15%
		As conforming with the Min. Total Years of Experience Criteria- 10% For additional 1 year of experience add 1% subject to max 5%	
	3	<b>Relevant Sector Experience</b>	70%
		< 2 Nos of Eligible Project - 0	
		2 nos Eligible Projects - 40%	
		Add 10 % extra for each PMU/ Contract Management assignment 7.50% for other Eligible Project subject to maximum 2 Projects	
			For Projects done in Odisha add 5% per Project subject to maximum 10%
ME& Documentation Expert	1	<b>Minimum Educational Qualification</b>	15%
		As conforming with the Min. Qualification Criteria 10% Post Graduation - 5%	
	2	<b>Minimum Total Years of Experience</b>	15%
		As conforming with the Min. Total Years of Experience Criteria- 10%For additional 1 year of experience add 1% subject to max 5%	
	3	<b>Relevant Sector Experience</b>	70%
		Experience of at least 5 years in implementing Eligible Projects	
		< 5 Yrs of engagement in Eligible Projects - 0	
		5 yrs of engagement - 40%	
			Additional Years spent / projects undertaken 10% extra for PMU/Govt Scheme Project and 7.50% for other Eligible Project subject to maximum 2 years
		For project experience in Odisha add 5% for 3 years of engagement in Odisha additional 1% for each year subject to maximum 10%	

## **B) Approach, Methodology & Work Plan**

As a part of the bid, the Bidder shall submit in Appendix I (TECH -7) its understanding on TOR, Approach & Methodology, Staffing plan, Sample Monitoring Tools and work plan which shall be assessed in the following manner.

Table 11: Tech. Evaluation-Approach Methodology Scoring Criteria

<b>SI No</b>	<b>Details</b>	<b>Score</b>
<b>I</b>	<b>Approach, Methodology and workplan for Monitoring, Quality Control, Staffing plan, Contract Management for Affordable Healthcare Project.</b>	<b>15 marks</b>
	<i>a. Monitoring of service performance</i>	<i>03 marks</i>
	<i>b. Quality control checks</i>	<i>03 marks</i>
	<i>c. Overall project implementation</i>	<i>03 marks</i>
	<i>d. Work Plan – Staffing and reporting</i>	<i>03 marks</i>
	<i>e. Approach for Contract Management and Monitoring</i>	<i>03 marks</i>
<b>II</b>	<b>Approach, Methodology and workplan for IT / ITES / IT integration / Dashboard / Management information System / Healthcare performance reporting tool / Reporting system -</b>	<b>05 Marks</b>
<b>Total</b>		<b>20 Marks</b>

### **Eligible Projects / Eligible Assignments**

For the purposes of determining Technical Score of the Bids under this RFP, Eligible Projects shall mean the followings:

- i. “Assignments pertaining to NABH / SOP - as a Monitoring Agency or Hospital Operation & Management Consultancy assignments in respect of development and/or implementation/monitoring of Hospital SOPs of multispecialty hospitals with minimum bed capacity of 100 beds, including implementation and supervision of all the associated activities of NABH Accreditation works awarded by client or completed for own operated hospital(s) shall be deemed as eligible assignments (the “Eligible Assignments/ Eligible Projects”).
- ii. For assignments experience under IT / HMIS related Eligible Projects- Assignments refers to Data Management, IT System Implementation, Data Analysis, Reporting, Performance monitoring of a Healthcare Project / Hospital with at least 100 bed capacity shall be deemed as eligible assignments (the “Eligible Assignments/ Eligible Projects”).
- iii. For the experience Contract Management / PMU related services- Assignments refers to Contract or Project management & monitoring, or providing PMU support to State / Central Government Project / Scheme for project implementation of infrastructure projects with minimum professional fee of at least Rs. 1.00 Cr. be deemed as eligible assignments (the “Eligible Assignments/ Eligible Projects”).

#### **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 the weightage on responsibility / ownership of the consortium, the score shall be determined.

For claiming the desired experience, Bidder shall have to submit a valid proof acceptable to the Authority

### **9.2.3. Stage III- Presentation on Approach and Methodology: 10 marks**

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, eligible Bidders shall be invited for presentation before the Evaluation Committee.

- i. Presentation shall be made by the team proposed for the assignment by the bidder and it should be led by the Team Leader proposed for the project.
- ii. Each bidder shall be notified with at least Seven (7) days before the presentation.
- iii. Presentation shall be evaluated by an Evaluation Committee which shall assess the proposal and shall score ( $S_{T2}$ ) to the presentation from **10 marks**
- iv. After the presentation and recommendation of the score by Technical Committee, the bidder shall be given scores for the presentation ( $S_{T2}$ ) and based on that the Authority shall assess the Technical Score ( $S_T$ ).
- v.  $S_T = (S_{T1} + S_{T2})$
- vi. Bidders scoring 70 marks and above shall be declared as technical qualified / shortlisted bidder and shall be eligible for opening of their financial bids.

The Schedule and venue will be notified to all prequalified and shortlisted Bidder(s) for opening of their 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.

## **10. 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 Evaluation Committee will determine whether the submitted Financial Proposals are responsive.
- ii. The Bidder submitted the lowest financial quote ( $F_m$ ) shall be given a financial score ( $S_F$ ) of 100 points. The financial score of the proposals quoting  $F$  shall be computed as follows:  $S_f = 100 \times F_m / F$ .

### **10.1.1. 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 / RFP.
- 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.

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.

## **11. 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 07(seven) days of issue of LOA.

## **12. PERFORMANCE SECURITY**

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 30 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 at least 2 month beyond the expiry of the Contract.

## **13. SIGNING OF CONTRACT AGREEMENT**

- 13.1. 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 Performance Security.

**13.2.** The Selected Bidder shall mobilize the PMU team within 15 days time of signing of Contract

**13.3.** If the selected Consultant fails to provide performance security within the prescribed time or the fails 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 winning bidder and issue the LoA.

#### **14. MISCELLANEOUS**

**14.1.** 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.

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

#### **15. 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.

##### **15.1. 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.

**15.2. 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 III: TERMS OF REFERENCE (ToR)**

## 1. General

Authority is developing Affordable healthcare Project under PPP mode at Angul, Barbil, Bharak & Jharsuguda. The bid process for selection of PPP Partners for all the four location has been completed by the Authority and the Concession Agreements with the Concessionaires have been executed.

Table 12: Project Details

Location, District	Capacity	Details of PPP Partners
Angul HQ, Angul	200	Angul Hospital Research Foundation JV between Silicon Institute of Technology and M/s Utkal Healthcare Pvt Ltd (Utkal Hospital, Bhubaneswar)
Barbil, Keonjhar	200	Barbil Hospital Research Foundation JV between Silicon Institute of Technology and M/s Utkal Healthcare Pvt Ltd (Utkal Hospital, Bhubaneswar)
Jharsuguda HQ, Jharsuguda	100	M/s Jharsuguda Aarogyacare Pvt Ltd JV of M/s Omnilink Technology Pvt Ltd and M/s Cygnus Medicare Pvt Ltd
Bhadrak HQ, Bhadrak	100	M/s Bhadrak Aarogyacare Pvt Ltd JV of M/s Omnilink Technology Pvt Ltd and M/s Cygnus Medicare Pvt Ltd

As per the provisions of the Concession Agreement, an Authority shall appoint a technical competent firm to provide the Monitoring Agency services as per the provisions of the Concession Agreement. The Schedule 17 of the Concession Agreement describes the ToR of MA on Healthcare Services Performance Monitoring. In addition to this, MA shall also provide contract management services for contracts /engagements executed by Authority with various stakeholders including Concessionaires, Independent Engineer, LFIs, Central Govt & State Govt entities in relation to the Affordable Healthcare Project. The scope of MA shall include monitoring of the projects at all the four locations as one package.

## 2. Terms of Reference (Scope of services)

The Monitoring Agency shall perform its services and obligations under the Concession Agreement in accordance with this MA TOR. The scope of work of MA includes the following:

SI No	Activity	Phase	Commence
1	Develop guidelines / documentations as per MA TOR	Construction Phase	Qtr 3 / Qtr 4
2	Conduct Completion Tests	Pre CoD	Qtr 4
3	Healthcare Services Performance monitoring during Operation Phase	Operation Phase	Post COD Qtr 5 onwards throughout the contract period
4	Contract Monitoring & Project Management Services	Pre COD as well as during Operation Phase	Qtr 1 onwards throughout the contract period

### 3. Roles, functions and obligations of the Monitoring Agency

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

#### 3.1 Development of Manuals/ Documentation/ Guidelines

For each location / 100 or 200 bed category the MA shall prepare and submit the following documents, during the PreCoD

Table 13: Deliverables in Pre COD phase

Code	Name of Deliverable	Indicative Timeline
D-1	Maintenance Manual	Qtr3*
D-2	M&NM Equipment Installation & Maintenance Manual	Qtr 3
D-3	Healthcare Infrastructure Services Performance Measurement Framework	Qtr 3
D-4	IT /HMIS Strategy & Implementation Report	Qtr 3
D-5	SOP for NABH	Qtr 3

\* Not later than 180 days prior to COD

#### a. Maintenance Manual (Clause 17.3 of Concession Agreement)

The Concession Agreement provisions for preparing a comprehensive repair & maintenance manual (Maintenance Manual) by the Concessionaire in consultation with the Monitoring Agency. The said Maintenance Manual shall outline the procedures for regular preventive and corrective maintenance of all civil, electrical, mechanical, and medical infrastructure. It shall be aligned with good industry practices, safety standards, and regulatory requirements, ensuring long-term operability and safety of the hospital. The MA shall provide necessary assistance in developing and finalizing the said Manual for both 100 / 200 bedded Project.

#### b. Medical & Non-Medical Equipment (M&NM Equipment) procurement and guidelines on its operation & maintenance

Medical & Non-Medical equipment form a principal part of any Hospital Project. The Concession

Agreement and its Schedule 6 provide a list of equipment (minimum number and specification) required to be procured by Concessionaire and MA shall conduct tests to certify completion of procurement as per Agreement. In order to ensure smooth procurement and commissioning of Project, preparation of a guideline which would outline the M&NM Equipment Specification complying to Concession Agreement and maintenance schedule would be important. This guideline will detail the procedures for the procurement, installation, and quality assurance of all M&NM equipment. It will define technical specifications, products available in market, timelines for delivery and installation, inventory management, and maintenance protocols, ensuring timely readiness of facilities for clinical operations. The comprehensive **M&NM Equipment Procurement and O&M Manual** may include:

- Technical specifications against the list of equipment
- Market analysis and Brand / Make recommendations.
- Procurement, installation, and maintenance of protocols.
- Operation & Maintenance (O&M) requirements & schedule

**c. Healthcare Infrastructure & Services Performance Monitoring Framework Manual**

A detailed manual will be developed to establish a clear framework for tracking and evaluating the hospital's performance during the Operation Phase. This will include definitions of Key Performance Indicators (KPIs), methods for data collection, reporting frequency, and procedures for assessment, and reporting It will also cover protocols for internal audits and feedback mechanisms, as well as compliance with contractual service level benchmarks. In

**d. IT/HMIS Integration strategy and Project Performance Measurement Tools (Clause 5.13 and Schedule 19)**

There are two broad objectives of IT intervention

- Develop IT Tools, models, analytical reports, dashboard etc in order to monitor (i)contractual compliances (ii) indicators measuring output / performance of concessionaire as per provisions in the Concession Agreement & schedules, Contract management Manual and performance monitoring framework prepared by MA & recommended by Authority
- System Integration and synchronization between Hospital Management Information System set up at both Authority end as well as Concessionaire end for ease in flow of data on a real time basis

**Output:**

The MA shall assess the documents, identify opportunities for IT tools, assess the systems feasibility at both the ends ( Concessionaire & Authority) and prepare IT / HMIS Strategy Report. Upon recommendation MA shall develop Forms, Project Performance & Monitoring tools, Dashboards at the Authority/ Concessionaire side to showing the various analytics indicating the performance of Hospitals, compliance status, open issues, indicators showing performance of KPIs etc

**e. SOP for NABH Accreditation**

The Concessionaire shall prepare a NABH Procedure Manual (“NABH SoP”)to align hospital

operations with the standards set by the National Accreditation Board for Hospitals and Healthcare Providers (NABH). The NABH SoP shall act as a ready reckoner for 200 / 100 bedded facility to take steps in planning, designing, hospital operation, documentation etc. to adopt NABH accreditation within time stipulated in the Agreement.

### 3.2 **Conduct Completion Tests** as per Schedule 12 of Concession Agreement

The Schedule 12 of the Concession Agreement stipulates a list of tests to be conducted by MA prior to Commissioning of the Project (COD)

- (a) The Monitoring Agency shall in consultation with the Concessionaire determine the date and time for each Completion Test and thereafter notify the Authority of such agreed upon date and time. It is clarified that the Independent Engineer and Monitoring Agency may conduct the relevant Completion Tests jointly or independently;
- (b) The Monitoring Agency shall observe, monitor and review the results of the Completion Tests (conducted in accordance with Schedule 12) to determine compliance of the Hospital vis-à-vis the Specifications and Standards. If the Monitoring Agency after such review concludes that the Hospital (or any part thereof) does not comply with the Specifications and Standards, the Monitoring Agency shall suspend/delay such Completion Test and require the Concessionaire to remedy and rectify the defects or deficiencies;
- (c) In addition to the Completion Tests to be carried out under Schedule 12 of the Concession Agreement, the Monitoring Agency, may direct the Concessionaire to carry out or cause to be carried out additional Completion Tests, in accordance with Good Industry Practice, for determining whether the Hospital complies with Specifications and Standards;
- (d) The Monitoring Agency shall upon completion of each Completion Tests provide to the Authority and to the Concessionaire copies of all Completion Test data including detailed Completion Test results;
- (e) The Monitoring Agency shall issue a Completion Certificate for each relevant phase to the Concessionaire and Authority in the form set out under Schedule 13 within 5 (five) days of determination of the successful completion of all Completion Tests in accordance with Clause 14.1 of the Concession Agreement, for Phase-I, Phase-II or any Additional Capacity, as the case may be, by the Monitoring Agency;
- (f) The Monitoring Agency (if requested by the Concessionaire in accordance with Clause 14.3) shall determine whether the Completion Tests are successful and whether all the facilities required for rendering Diagnostic Services (as contemplated in Phase I) and OPD Services, can be safely and reliably placed in commercial operation;
- (g) The Monitoring Agency shall at least 4 (four) months prior to the Scheduled Completion Date of Phase-I and Phase – II, or the likely COD of Phase-I and Phase-II, (as notified by the Concessionaire) as the case may be, conduct the Completion Tests specified in Schedule 12. These Completion Tests shall be conducted to ascertain and certify that the Phase-I and/or Phase-II (as the case may be) is compliant with the Safety Requirements and is safe for entering into commercial service. The Monitoring Agency may instruct the Concessionaire to conduct additional tests in compliance with Applicable Laws and/ or Good Industry Practice for the purpose of determining compliance with the Safety Requirements and the Concessionaire shall bear the costs of such additional tests;

Table 14: Completion Test Schedule

Code	Completion Test Details	Timeline*
CT 1	Inspection and functional verification of installed medical and non-medical equipment and furniture.	Qtr 4 (Need based but prior to COD)
CT 2	Confirmation of minimum human resource deployment.	Qtr 4 (prior to COD)
CT 3	(i)Verification of disaster preparedness systems. (ii)Display of statutory notices, signages, patient charters, and other healthcare declarations.	Qtr 4 (prior to COD)
CT 4	Validation of all statutory clearances, permits, and licenses for operationalization of hospital	Qtr 4 (Prior to COD)
CT 5	Certificate for Commissioning of Phase I / Phase II of Hospitals as per Schedule 13	Prior to COD

Timelines are indicative and would be need based. MA shall be required undertake physical visits and verification and therefore suitable expenses may be factored in the bids.

Successful completion of these tests is a prerequisite for the issuance of the Provisional COD Certificate. MA is expected to facilitate the above Completion Tests and issue necessary certification.

### 3.3 MIS Integration & soft tools of Project Performance reporting & monitoring

The Agreement provisions for the Concessionaire to set up HMIS at its cost and to ensure seamless integration of hospital IT systems, including the Health Management Information System (HMIS), with applicable State and National IT platforms. The Schedule 19 specifies about MIS set up including website, details to be uploaded, information collection, storage, retrieval, sharing and indicative parameters/ indicators to be maintained and shared with Authority / MA. Annexure 1 to Schedule 19 provides list of parameters / formats to be maintained.

Keeping in view the performance measurement framework of project, the MA shall develop forms. structure to utilize the data / indicators / parameters from the HMIS and generate useful reports & analytical outputs for Authority. It shall also undertake a compliance check of HMIS and provide guidance on improvement features of the HMIS.

During Operation phase, the MA shall analyze monthly MIS generate analytical outputs, data analysis, data visualizations, performance tracking inputs on operation & management of Hospitals and intimate about the critical issues and factors which are non-compliant to provisions of Agreement.

#### **Output :**

- 1) IT /HMIS Strategy & Implementation Report (Pre COD)
- 2) Monthly MIS report analysis and reporting
- 3) Troubleshooting (need based)

### 3.4 Healthcare Services Performance Monitoring as per Agreement

Post-COD, the Concessionaire is responsible for achieving service delivery as per the KPIs defined

in the Concession Agreement. This includes patient care metrics, clinical outcomes, service availability, and satisfaction scores. In addition, obligations related to government schemes (e.g., free/subsidized care, public health programs, bed reservations) must be fulfilled, with regular reporting and audits conducted by the Monitoring Agency.

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

Miscellaneous responsibilities:

- (i) The Monitoring Agency shall be required to determine in accordance with the Concession Agreement, whether or not a Bed is an Operationalized Bed.

- (j) In the event of a Dispute upon issuance of a Change of Scope the Monitoring Agency shall assess the costs;
- (k) After commencement of the work post issuance of a Change of Scope Order, the Monitoring Agency shall certify bills for payment in respect of the works in progress or completed works.
- (l) The Monitoring Agency may request any relevant information in addition to the quarterly report submitted by Concessionaire under Clause 19.1.1 of the Concession Agreement. The Concessionaire shall promptly furnish such information;
- (m) The Monitoring Agency may request information with respect to unusual occurrences in addition to those specifically mentioned under Clause 19.2 (a) – Clause 19.2 (i) of the Concession Agreement. Under Clause 19.2 (j) of the Concession Agreement, the Concessionaire shall be bound to furnish such information;
- (n) The Monitoring Agency shall assist the Authority (in accordance with the provisions of this Concession Agreement) in supervising the performance of the Concessionaire. The Monitoring Agency, in its discretion (to be exercised within the scope of this Concession Agreement), may specify to the Concessionaire the procedural requirements to be conformed to, such as any information, reports etc. to be provided by the Concessionaire including formats thereof;
- (o) The Monitoring Agency shall upon Termination review the monthly average of the O&M Expenses incurred by the Concessionaire during last 1 (one) year immediately preceding the date of Termination;
- (p) The Monitoring Agency shall verify compliance by the Concessionaire with the Maintenance Requirements and Safety Requirements, and if required, instruct that appropriate test(s) be carried out at the Concessionaire's cost for this purpose. Such verification shall:
- occur not earlier than 90 (ninety) days before Termination but not later than 15 (fifteen) days prior to the effective date of such Termination; and
  - before conducting such verification, the Monitoring Agency shall give due notice to the Concessionaire of the time, date and venue of such verification and/or inspection.
- (q) The Monitoring Agency shall verify the base case plan prepared in accordance with the internationally accepted accounting standards and adopted by the Senior Lenders to determine NPV as per Clause 36.3 of the Concession Agreement. This determination of the NPV is sought to place the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law;
- (r) The Monitoring Agency shall mediate and assist the Parties in arriving at an amicable settlement (if called upon to do so by either Party) in respect of any dispute between the Parties arising out of, or in respect this Concession Agreement (other than the Dispute relating to Construction Works);
- (s) The Monitoring Agency shall identify defects and deficiencies in the Hospital on or before the Transfer Date as per Clause 34.1 of the Concession Agreement;
- (t) The Monitoring Agency shall review and approve any reasonable action required to be taken by the Concessionaire to cure any breach required under the Concession Agreement; and
- (u) In addition to the duties specified above in this Schedule 19, the Monitoring Agency shall also perform any other roles, functions or duties specified under the Concession Agreement.

**Output:** - Quarterly Performance Report to be submitted in each quarter separately for each of the location in the format agreed.

### 3.5 Contract & Project Monitoring Services

The MA shall provide contract management and project monitoring services and provide Project Management services to Authority for PPP Projects , The broad scope of work includes :

- **Contract Management of Affordable Healthcare Projects and other PPP Contracts of H&FW Department** - Oversee contract management for PPP contracts in the Health & Family Welfare (H&FW) Department, including Affordable Healthcare, and assist the Authority to undertake all activities with regards to its contractual obligation. It shall also manage other contracts and engagements
- **Inter-Departmental Co-ordination:** Co-ordination with other Departments /State Govt Agencies for project approval / and inter-departmental activities
- **Project Monitoring** : Monitor projects and activities assigned by the H&FW Department.
- **Procurement:** The PMU shall assist the H&FW Department to undertake procurement of services as desired by the Authority
- **Technical Secretariat:** Function as the technical secretariat to the H&FW Dept , Contract Management Committee and State Level Co-ordination Committee of the PPP Project for all purposes.
- **PPP Initiative / Special Project:** PMU shall assist H&FW Department in formulating action plans / strategies / presentations /concept notes for implementation of new PPP / Special Projects advised / recommended by State Govt / Govt of India or Authority

## **Operational Framework of PMU**

- The PMU shall function within the H&FW Department and report to Special / Additional /Joint Secretary (PPP)
- They shall attend office and avail holidays as per the office hours of State Government
- Experts in PMU shall not be permitted leave for more than 10 days in a year.
- For outstation travels requested by Authority, the PMU experts shall be entitled to TA / DA expenses as applicable to Class II Government officials

### **Output :**

- 1) Monthly contract Compliance report for the all the four Affordable Healthcare Projects
- 2) Quarterly Project Performance Report
- 3) Reports, documents, analysis, as requested by Authority

#### **4. Duties of the Monitoring Agency under the Escrow Agreement**

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

#### **5. Authorized Signatories of the Monitoring Agency**

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

#### **6. Miscellaneous**

**Mobilization:** The Monitoring Agency shall commence work not later than 7 days from the date of issue of Letter of Award or execution of Agreement whichever is earlier.

Representative of Monitoring Agency (Team Leader) shall be available for discussions at the office of the Authority.

The Monitoring Agency 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.

Upon completion of its assignment hereunder, the Monitoring Agency shall duly classify and list the all the 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.

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

## 7. Deliverables

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

Table 15 : List of Deliverables

Sl. No.	Deliverable/ milestone	Timelines
(a)	Detailed Approach Methodology Report covering Work Plan of MA, Table of Contents / Templates of Deliverables and respective timelines (List of deliverable mentioned below) Manpower deployment schedule Work Plan Pre CoD and during Operation Phase	Draft Report on Approach & Methodology (A&M Report) be submitted within One month from the date of Contract followed by a presentation to the Contract Management Committee. Final Report to be submitted within 15 days from the date of receipt of comments from Committee / Authority.
(b)	Maintenance Manual for all locations	Qtr3*
(c)	M&NM Equipment Installation & Maintenance Manual	Qtr 3
(d)	Healthcare Infrastructure Services Performance Measurement Framework#	Qtr 3
(e)	IT /HMIS Strategy & Implementation Report	Qtr 3
(f)	SOP for NABH	Qtr 3
(g)	Inspection and functional verification of installed medical and non-medical equipment and furniture.	Qtr 4 (Need based but prior to COD)
(h)	Confirmation of minimum human resource deployment.	Qtr 4 (prior to COD)
(i)	(i)Verification of disaster preparedness systems. (ii)Display of statutory notices, signages, patient charters, and other healthcare declarations.	Qtr 4 (prior to COD)
(j)	Validation of all statutory clearances, permits, and licenses for operationalization of hospital	Qtr 4 (Prior to COD)
(k)	Certificate for Commissioning of Phase I / Phase II of Hospitals as per Schedule 13	Prior to COD
(l)	Quarterly Performance Report (QPR)- Conduct quarterly inspection of the Hospitals followed by submission of location wise O&M Inspection Report	After COD every quarter
(m)	Prepare and submit monthly contract compliance report and PMU activity report during the contract period	1 <sup>st</sup> week of every month
(n)	Conduct bi-annual/half-yearly Patient Satisfaction Survey followed with Patient Satisfaction Survey Report	Half-yearly
(o)	Perform KPI analysis and develop Quarterly Status Report on compliance of the KPIs	Every month throughout the contract period
(p)	Issue of bed Occupancy certificate	As and when requested by the Authority
(q)	Any other report / deliverable envisaged against the functions of the Monitoring Agency as described in the Concession Agreement	As and when requested by the Authority

\* the dateline of the submission shall be finalised in the A&M Report submitted by MA

**8. Duration of Services**

The MA shall be appointed by the Authority for a period of 3 (three) years. Upon expiry of the aforesaid period, the Authority may at its discretion renew the appointment by extending the contract for a term of maximum upto additional 3 (three) years on similar terms & conditions.

**9. Fees Payment Schedule & Escalation Methodology**

For satisfactory Services provided by the Monitoring Agency to the Authority during the Contract Period, it shall be paid

**Healthcare Services Monitoring Fees** - Milestone linked against deliverables during Pre COD and Quarterly Performance Report during Construction Period as per schedule provided in Table 16

**Quarterly Management Fees** - towards its PMU services as quoted and finalised in the Agreement upon submission of *monthly contract monitoring reports*

**Fee Escalation :**

The said Quarterly Management Fees shall be escalated by 5% annually during the contract period. However, for the **Healthcare Services Monitoring Fees** : In the event of delay in COD of a Project as a result of which the contract period is extended beyond 3 years from the Agreement date , the Quarterly Monitoring Fees shall be escalated by 5% year on year

The above fees shall be excluding GST (GST as applicable shall be paid extra by Authority). However, the taxes (IT/TDS/Etc.) as applicable shall be deducted as per prevailing norms.

Payment shall be made by the Authority to the designated account of the Consulting Firm for the services rendered within 15 days on approval of Consultant's invoices.

## Prescribed Payment Schedule:

### 15.2.1. Healthcare Monitoring Services

Table 16 : Payment disbursement schedule (Healthcare Service Monitoring Fees)

Sl.No.	Deliverables	(%) <u>Healthcare Services Monitoring Fees</u>
1.	Maintenance Manual	8%
2	Healthcare Infrastructure Services Performance Measurement Framework#	7%
3	Medical & Non-Medical Procurement & guidelines	5%
4.	On integrating Government Management Information Systems (MIS), BSKY dashboard, etc., with the Hospital Management Information Systems (HMIS) developed by the respective SPVs, and ensure a real-time information sharing system.	5%
5.	NABH SOP	5%
6.	Completion Tests 1 & 2	5%
7.	Completion Tests 3 & 4	5%
8.	Starting from the COD, upon submission of the Quarterly Performance Report till end of contract a Quarterly Monitoring Fees @7.5% of the Healthcare Services Monitoring Fees^ shall be paid	60%
<b>Total</b>		<b>100%</b>

### 15.2.2. Contract & Project Monitoring Services –

9.	Starting from the day of mobilization of manpower PMU 1 & PMU 2, with the Authority and upon submission of Contract Management/ Performance Report till end of contract a fixed Quarterly Management Fees* as quoted and accepted shall be paid to the MA	As quoted
----	---	-----------

^In the event of delay in COD as a result of which the contract period is extended beyond 3 years from the Agreement date, the Quarterly Monitoring Fees shall be escalated by 5% year on year

\* Quarterly Management Fee shall be escalated by 5% after every year throughout the contract period

## 10. 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 IV: TECHNICAL PROPOSAL SUBMISSION FORMS**

Appendix I

**TECH-1**

**COVER LETTER**

***(ON BIDDER'S LETTER HEAD)***

To

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

Subject: **Selection of Monitoring Agency 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 Monitoring Agency 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:
7. We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
8. I/We do not have any conflict of interest in accordance with provisions of this RFP;
9. 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
10. 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.

11. 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).
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. We agree to keep this offer valid for 120 days from the Proposal Due Date specified in the RFP.
18. 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.
19. 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.
20. 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: \_\_\_\_\_

**TECH-2**  
**General Information about the Bidder**

No.	Description	Full Details
1	Name	
2	Address for <b>communication</b> : Email id:	
3	Date of Incorporation and Nature of Entity	
4	Name of the <b>authorized person</b> signing & submitting the bid on behalf of the Bidder:	Name Mobile No.: Email id:
5	<b>Local office</b> in Odisha If Yes, please furnish contact details	Yes / No
6	Brief description of the entity including details of its main lines of business and proposed role and responsibilities for the concerned Project in the event declared as the Selected Bidder	
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	Incase of Consortium details sought above shall be provided all the Members	
9	<b>Bid Processing Fee Details</b>	Amount: DD No.: Date: Name of the Bank:
10	Bid Security Details	Issuing Bank: Amount: Validity: As per Format provided in RfP- (Yes / No)
11	Do you meet the Minimum Eligibility conditions	Yes / No
11(a)	<b>Number of years of consulting / Hospital Operation &amp; Management Experience</b>	Year of Incorporation: 1 <sup>st</sup> assignment executed on:- Total years of experience: - (Attach necessary credentials <sup>1</sup> )

<sup>1</sup> Certificate of incorporation / partnership certificate etc. / Work order / completion certificate / copy of agreement / experience certificate issued by client.

11 (b)	<b>Experience development / implementation or monitoring of Hospital SOP in last five years</b>	Hospital Operation & Management Experience of Eligible Projects Attach details of projects in the format provided in Tech 6 with supporting credentials / testimonials
11(c)	<b>Experience in implementation of NABH accreditation</b>	Experience of executing NABH accreditation/reaccreditation of Eligible Projects Attach details of projects in format in TECH 6.
11 (d)	<b>Experience in development / implementation of HMIS</b>	HMIS Experience in the last 5 years to be attached in Tech 6
11(f)	<b>Average Turnover of the Bidder from consulting business in last three (3) Financial years ending with March 31<sup>st</sup> 2025</b>	

Authorized Signatory *[In full and initials]*: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

**TECH - 3**

**On the Letter Head of Statutory Auditor / Practicing Chartered Accountant**

**Bidder Organization Financial Eligibility Certificate**

To,

Special Secretary (MS) 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):

<b>Financial Information in INR</b>				
Details	FY- 2022-23	FY- 2023-24	FY- 2024-25	Average
Turnover (in Crore) from consulting /advisory services				

*Supporting Documents:*

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 23-24 are not available, bidder may provide provisional statement for the same.

***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.***

\_\_\_\_\_  
Signature and Seal of the Company Auditor with Date in original

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

**TECH – 4 (a)**  
**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.*

**TECH-4(b)**

**POWER OF ATTORNEY IN FAVOUR OF A MEMBER OF THE CONSORTIUM TO ACT ON  
BEHALF OF THE CONSORTIUM**

Whereas, the Department of Health & Family Welfare, Government of Odisha (the “**Authority**”) has invited proposals from experienced consulting firms for selection of a Monitoring Agency for the Affordable Healthcare Project Hospital(s) on public private partnership mode (the “**Project**”) at Angul, Barbil, Bhadrak and Jharsuguda pursuant to Authority’s Request for Proposal No. [●] dated [●] (“**RFP**”). Whereas, [*insert name of all Members of the Consortium*] (collectively the” **Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project;

And

Whereas, it is necessary for the Members of the Consortium to designate one of them to act for and on behalf of the Consortium, and vest in such member all necessary powers and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [*insert names and registered office address respectively of all Members of the Consortium other than the member in favor of whose the power of attorney is being issued*] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize [*insert name of the member in whose favour power of attorney is being issued*], having its registered office at [*insert registered office address of the member in whose favor power of attorney issued*], being one of the Members of the Consortium, and, true and lawful attorney of the Consortium (the “**Attorney**”), and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of the Principals, (i) during the Bidding Process and, (ii) during the execution of the Project in the event the Consortium is awarded the project, and in this regard, to do for and on our behalf and, on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, the bid, the joint undertaking with a design consultant and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other agency appointed by the Authority or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND 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/ Consortium and shall be binding on us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

For:

(Signature)

(Name & Title)

{To be executed by all the Members of the Consortium. Please modify the signature block appropriately}

Accepted by: [*Insert name of the member in whose favour power of attorney is issued*]

(Signature)

(Name & Title)

Witnesses:

- 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.*

- *In the event that the Power of Attorney is executed in India, the 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 notarised 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.*

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

A.1 Experience in preparing or implementing SoP of Hospital of Eligible Project<sup>2</sup>

SN	Name of the Project with scope of work*	Name of the Client	Capacity (No. of Beds)	*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							

A.2 Experience in implementation of NABH Accreditation Eligible Hospital Project<sup>3</sup>

SN	Name of the Eligible Hospital with Address	No. of Licensed Beds	Available specialties	Date of NABH	Supporting documents
1					
2					
3					
4					

A.3 Experience in designing / implementation of HMIS / IT based performance tools of an Eligible Hospital Project<sup>4</sup>

SN	Name of the Project with scope of work*	Name of the Client	Capacity (No. of Beds)	*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							

A.4 Experience in infrastructure Program management/ Contract Management /PMU related assignments (Maximum 2 Projects) in last five (5) years

SN	Name of the Project with scope of work*	Name of the Client	*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
1						
2						

A5 : Projects assignments undertaken in Odisha in A 1, A2 & A 4 above (1 Project in each category subject to max 2 projects ) may be cited here

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

*Note: Bidders are requested to furnish the list maximum 4 projects **Eligible Assignments undertaken during the last 5 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 or CE/Trade License/ under taking from Director need to be furnished along with the above information.*

<sup>2</sup> Eligible Project – Hospital Operation and Management Project with atleast 100 bed capacity completed in the preceding 5 years from the PDD as lead consultant.

**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. Monitoring of Service Performance.
- b. Quality Control Checks.
- c. Overall Project Implementation
- d. Patient Satisfaction Survey.
- e. KPI Monitoring Mechanism
- f. Work Plan
- g. Sample monitoring Tools with scoring criteria and methodology

**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 will be required to make a presentation on the approach & implementation methodology, work plan, innovative ideas on reporting and information sharing technics impacting on the cost and time 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:** \_\_\_\_\_

**TECH-7**

**List of Required Key Personnel**

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	Local Experience (No of Projects undertaken in Odisha)	Present Employment	
							Name of Firm	Employed since
<b>Key Personnel</b>								
1		Hospital Quality Expert <b>(Monitoring Team Lead)</b>						
2		Bio-medical Expert						
3		Public Health/ Social Insurance Expert						
4		IT & MIS Expert						
5		Project & Contract Management Expert						
6		M&E & Documentatio n Expert.						

**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]

<b>Name of the Project<sup>5</sup></b>	
<b>Year</b>	
<b>Location</b>	
<b>Name of the Client</b>	
<b>Project Feature</b>	
<b>Position Held</b>	
<b>Activities Performed</b>	

<sup>5</sup> Personnel are encouraged to detail out experience about projects Eligible Projects (Institutional building of more than 1 lakh sft / hospital with minimum 100 bed capacity) undertaken in the last Seven (7) years only. Only Eligible Projects undertaken in the last 7 years preceding the PDD shall be evaluated.

**Certifications:**

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.***

## 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)

**Tech-10**

**JOINT BIDDING AGREEMENT**

To be Submitted by Bid submitted in Consortium

**Bidders participating in consortium should submit a consortium agreement clearly indicating at least the following aspects-**

1. Background and Purpose
2. Scope of Cooperation and Responsibilities
3. Costs of Bid Preparation
4. Confidentiality
5. Exclusivity
6. Intellectual Property
7. Term and Termination

**Sample format**

**JOINT BIDDING AGREEMENT**

**Date:** [Insert Date]

**Between:**

Party A:

[Full Legal Name of Party A] [Address of Party A] [Represented by: Name and Title]

(Hereinafter referred to as "[Abbreviated Name of Party A]")

**And**

Party B:

[Full Legal Name of Party B] [Address of Party B] [Represented by: Name and Title]

(Hereinafter referred to as "[Abbreviated Name of Party B]") (Individually referred to as a "Party" and collectively as the "Parties")

**1. Background and Purpose**

1.1. The Parties wish to collaborate for the purpose of preparing and submitting a joint bid (the "Bid") in response to a Request for Proposal (RFP) or similar invitation concerning the following project:

1.2. This Agreement sets out the terms and conditions under which the Parties will cooperate in the preparation and submission of the Bid and, should the Bid be successful, their intended approach to the subsequent negotiation and execution of a contract for the Project (the "Project Contract").

**2. Scope of Cooperation and Responsibilities**

2.1. Bid Preparation:

\* The Parties agree to jointly prepare and submit the Bid.

\* Lead Party (if applicable): [Specify if one Party will take the lead in coordinating the Bid submission, e.g., "Party A will act as the Lead Party for Bid coordination and submission."] If no lead party, state "The Parties will share responsibilities for Bid coordination and submission equally."

\* Division of Responsibilities: The specific responsibilities of each Party in the preparation of the Bid shall be as follows (or as detailed in Annex A, which forms an integral part of this Agreement):

\* [Abbreviated Name of Party A] shall be responsible for: [e.g., technical proposal sections X, Y, Z; cost estimation for A, B, C; providing X personnel resumes]

\* [Abbreviated Name of Party B] shall be responsible for: [e.g., technical proposal sections P, Q, R; cost estimation for D, E, F; providing Y personnel resumes; managing client communication during bid phase]

\* The Parties shall use their best efforts to contribute their respective expertise and resources as agreed.

\* All parts of the Bid prepared by one Party shall be made available to the other Party for review and comment in a timely manner before submission.

\* Final approval of the complete Bid document shall require the written consent of both Parties.

## 2.2. Project Execution (If Bid is Successful):

\* If the Bid is successful and the Parties are awarded the Project Contract, the Parties intend to enter into a separate, more detailed agreement (e.g., a Subcontract Agreement, Joint Venture Agreement, or other form of association) to govern their relationship during the execution of the Project.

\* The anticipated roles and responsibilities for Project execution are broadly outlined as:

\* [Abbreviated Name of Party A]: [Outline anticipated role, e.g., Lead consultant, responsible for X deliverables]

\* [Abbreviated Name of Party B]: [Outline anticipated role, e.g., Sub-consultant, responsible for Y deliverables]

\* The financial arrangements, including revenue sharing, profit/loss sharing, and payment terms for the Project execution phase, will be mutually agreed upon and documented in the subsequent agreement. For the purpose of the Bid, the indicative revenue/work share is anticipated to be [e.g., Party A: 60%, Party B: 40%]. This is subject to final negotiation based on the awarded Project Contract.

## 3. Costs of Bid Preparation

3.1. Each Party shall bear its own costs and expenses incurred in connection with the preparation and submission of the Bid, unless otherwise mutually agreed in writing.

\* [Optional: Or, specify cost-sharing arrangements, e.g., "The Parties agree to share the following specific external costs related to Bid preparation (e.g., printing, specific third-party consultancy for bid review) in the following proportions: Party A: [Percentage]%, Party B: [Percentage]%."]

3.2. If the Bid is successful, the Parties may agree to recover reasonable and documented Bid preparation costs from the Project revenues, subject to the terms of the Project Contract and the subsequent agreement between the Parties.

## 4. Confidentiality

4.1. Each Party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (the "Disclosing Party"), its employees, agents, or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain.

4.2. The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents, or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents, or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

4.3. This clause shall survive termination of this Agreement. The obligations of confidentiality shall not apply to any information that:

\* is or becomes publicly known other than through any act or omission of the Receiving Party;

\* was in the Receiving Party's lawful possession before the disclosure;

\* is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or

\* is independently developed by the Receiving Party, which independent development can be shown by written evidence.

## 5. Exclusivity

5.1. During the term of this Agreement, the Parties agree to work exclusively with each other for the purpose of bidding for the Project. Neither Party shall, without the prior written consent of the other Party, collaborate with, or provide information to, any third party for the purpose of preparing a competing bid for the Project.

\* [Optional: Specify if this exclusivity is limited, e.g., "This exclusivity does not prevent either Party from bidding on other projects independently or with other partners, provided such projects are not the Project defined herein."]

**6. Intellectual Property**

6.1. Any intellectual property owned by a Party prior to the commencement of this Agreement ("Background IP") shall remain the property of that Party.

6.2. Any intellectual property developed jointly by the Parties specifically for the purpose of the Bid ("Bid IP") shall be jointly owned by the Parties, unless otherwise agreed in writing. The Parties shall cooperate to take necessary actions to protect such Bid IP.

6.3. The use and ownership of intellectual property developed during the execution of the Project (if the Bid is successful) will be addressed in the subsequent agreement between the Parties.

**7. Term and Termination**

7.1. This Agreement shall come into force on the date of its signing by both Parties and shall continue until the earliest of:

- \* The award of the Project Contract to the Parties and the execution of a subsequent agreement as contemplated in Clause 2.2;
  - \* The notification that the Bid submitted
-

**SECTION V: HUMAN RESOURCES DEPLOYMENT PLAN**

**Human Resources Deployment Plan**

Information to be provided in this Form shall only be used to demonstrate the distribution of on-site and off-site person-days for each location, to establish the proposed approach and methodology submitted by the respective bidders for proposed roles & responsibilities requested by the Authority under this RfP document. An indicative key personnel plan has been provided for reference at Table 4

S. No.	Name of Staff	Position	Angul			Barbil			Bhadrak			Jharsuguda		
			Onsite Days	Offsite Days	Total	Onsite Days	Offsite Days	Total	Onsite Days	Offsite Days	Total	Onsite Days	Offsite Days	Total
1	Key Personnel's *1													
2														
3														
4														
	Total													

\*1 Key Personnel are to be indicated by name

**Note:**

1 Professional Staff should be indicated individually;

**SECTION VI: BID SUBMISSION CHECKLIST**

### BID SUBMISSION CHECKLIST

S N	Description	Checked by Bidder	Checked by Authority
1	Cover Letter ( <b>TECH -1</b> )		
2	General Details of the Bidder ( <b>TECH - 2</b> ) with enclosures (In case of consortium details of members provided)		
3	Financial Capacity Certificate of the bidder ( <b>TECH - 3</b> ) along with all the supportive documents such as copies of audited annual statements for three Financial years preceding March 2025		
4	Power of Attorney ( <b>TECH – 4A</b> ) in favour Authorized Signatory / Tech 4 (b) incase of Consortium)		
5	List of completed assignments of similar nature (Past Experience Details) ( <b>TECH - 5</b> ) along with the copies of work orders and completion certificates from the clients for the respective assignments		
6	Description of Approach, Methodology & Work Plan ( <b>TECH-6</b> )		
7	<b>List of Key Personnel &amp; Support Staff (Tech 7)</b>		
8	CV of Key Professionals ( <b>TECH - 8</b> )		
9	Bid Processing Fee (Demand Draft)		
10	Bid Security in form of Bank Guarantee ( <b>Tech 9</b> )		
11	Joint Bidding Agreement (Tech 10)		
12	Financial Proposal in Separate Envelope		

**SECTION VII: FINANCIAL PROPOSAL SUBMISSION FORM**

Appendix II

Form 1

FINANCIAL PROPOSAL

(On Bidder's letter head)

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

**Subject: Selection of Monitoring Agency for implementation of Affordable Healthcare Projects – Financial Proposal**

Sir,

I /We, the undersigned, offer to provide the our consulting services towards Monitoring Agency for the Affordable Healthcare Projects at Angul, Barbil, Bhadrak & Jharsuguda in accordance with the Terms of Reference of the RFP at a cost of Rs. \_\_\_\_\_ ( In words)

<b>A) Healthcare Services Monitoring Fees</b>		
<b>Fees</b>	<b>Each location (X)</b>	<b>For all four locations (4 x X)</b>
<b>In Figures</b>		(A)
<b>In words</b>		(A)

<b>B) Contract &amp; Project Monitoring Services</b>		
<b>Fees</b>	<b>Quarterly Management Fees (Y)</b>	<b>Total Management Fees ( 12xY)</b>
<b>In Fig</b>		(B)
<b>In Words</b>		(B)
<b>Fees</b>	<b>Healthcare Services Monitoring Fees(A)</b>	<b>Contract &amp; Project Monitoring Services (B)</b>
<b>In Fig</b>		
<b>In Words</b>		
<b>Total</b>	Rs _____ (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 * <sup>1</sup>			
1			
2			
3			
4			
Support Staff * <sup>2</sup>			
1			
2			
3			
	Total		

\*1 Key Personnel are to be indicated by name

\*2 Support Staff is to be indicated per category

**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 VIII: STANDARD FORM OF CONTRACT**

**DRAFT CONTRACT DOCUMENT**

Between

[Name of the Client]

And

[Name of the Bidder]

Dated:

**Form of Contract ( in NJS )**

**Provision of Services for a Monitoring Agency for Affordable Healthcare Project at Angul, Barbil, Bhadrak & Jharsuguda**

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the..... day of the month of 2025, 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) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (n) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) “**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 as 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 Personnel(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 15 (fifteen) 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 the expiry of **36 months** from the Effective Date.

2.4.2 As the proposal envisages performance monitoring services (for 8 quarters post Commercial Operation Date, i.e. till end of 2<sup>nd</sup> Anniversary of CoD of all the four locations, in case the construction at any location is delayed, the Consultant shall continue provide services till completion of 8 quarters. Under such circumstances, the Consultant would be eligible for additional fees towards Quarterly Monitoring Fees provided during such extended period (i.e. beyond 36 months from Effective Date). The Quarterly Monitoring fees shall be escalated by 5% every year.

## **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 so impractical as reasonably to be considered impossible in the

circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other 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 minimize 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 one year 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”** means 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 accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that 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) 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.
- 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 15<sup>th</sup> 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 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 authorization 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 authorized 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 the 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 subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

### **4.5 Working hours, overtime, leave, etc.**

The Personnels shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days the Consultant shall ensure deploying a suitable replacement.

### **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-to-day 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 Laws 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.
- 6.1.4 All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **6.2 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,
- (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) 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.
- (d) 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**

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (Five percent) of the Agreement Value (the “**Performance Security**”).

### **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 10% (ten 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 as per the RfP 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, but not less than 8(eight) working hours in a particular day. 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, the .....day 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.