




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

No.HFW-MEII-MISC-0006-2017-24291 /H & FW

Date. 18.08.2025

Pursuant to the pre-bid meeting held on Dt. 08.08.2025 and the queries / representations received from various potential bidders regarding the various provisions of the RFP, the Authority is pleased to issue clarification to queries received.


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**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
1	Section III Clause 3.1 (d) IT/HMIS Integration strategy and Project Performance Measurement Tools (Clause 5.13 and Schedule 19)	Data Access Protocol: Kindly clarify how the Monitoring Agency (MA) will access relevant data. Will the MA be provided direct access to the hospital's IT systems, or will it rely solely on reports shared by the Hospital Operators?	Yes, it shall be the responsibility of MA to collect the information / data from hospital operators. MA shall prepare the monitoring framework (D 3:- Table 14) based on the provisions of Concession Agreement and D 4 MIS integration implementation Report. The data access protocol to be finalised at this stage in consultation with Concessionaire and Authority.
2	Section II Clause 1.8	Work Location Requirement: Are all experts deployed by the MA required to work onsite (within Odisha), or will remote/offsite work be permitted for certain portions of the assignment?	Only PMU experts PMU1 & PMU 2 shall be positioned in Authority's office during the Contract period. Other experts would visit as per work plan of the Consultant as per requirement.
3	Section III Clause 7	Reporting Templates and Checklists: Are there predefined formats and checklists for field visits and reports, or is the MA expected to develop them from scratch? If so, will the tracking tools and processes also require prior approval from the concerned authority?	Please refer to Section III of RfP, the MA will develop the SoPs and the formats of deliverables and shall be finalised in consultation with authority.

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S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
4	Section II 1.8	Site Visit Expectations: What is the expected frequency of site visits, and what level of detail is required in the reporting? For instance, are surprise checks mandated? Is there a minimum time duration per visit?	The Section 3 - TOR mentions about minimum visits to be undertaken by MA for conducting Completion tests prior to Commissioning and quarterly visits to hospitals during post COD . There is no minimum duration of visit, the MA may make its own judgement. Level of detailing shall be suggested by MA.
5		Contingency Flexibility: In the event of unforeseen circumstances that prevent site visits or data collection, what flexibility will be provided regarding deliverables and timelines?	Site visits are to be done to conduct completion tests in consultation with Concessionaires during Pre COD and post COD for project performance monitoring, the MA is required to visit once every quarter. Under contingent conditions travel plans could be accordingly adjusted and such operational issues are to be addressed by MA and in consultation with Authority.
6	SECTION VIII: STANDARD FORM OF CONTRACT Clause 3.1.2.	Conflict Resolution in Case of Ambiguity In case of disagreement or ambiguity regarding the scope of work—whether with government authorities or hospital operators—which document will be considered authoritative for resolution?	Consultancy Agreement needs to be referred to.
7	Section III Terms of Reference	Response to Non-Compliance and Enforcement Powers What is the Monitoring Agency’s role if a hospital operator fails to comply with operational rules—limited to reporting issues, or also including recommending corrective actions? Does the MA have enforcement authority or is it purely advisory?	It is clarified that, role of MA is advisory. The final decision will be taken by the Authority considering the recommendations of the selected MA.

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8	Section VII clause 4.4	Project Team Changes: Does the MA have the authority to replace project team members during the course of the engagement, if necessary?	Section VII clause 4.4 specified the clause provision on 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.
9		Relaxation for MSME's organization is registered under the Small category in MSMEs and holds a valid Udyog Registration Certificate, we kindly request you to clarify whether any relaxation is applicable regarding the required years of experience or the value of projects executed in the past.	It is clarified that there is no relaxation applicable for MSME organisation in evaluation of Firms' Experience / value of projects etc. Exemption in submission of Bid Security / EMD As per provisions of OGFR, Micro and Small Enterprises (MSEs) registered with appropriate authorities (such as DIC, NSIC, or Udyam Registration) would be exempted from payment of Bid Security. Bidders availing exemption need to produce necessary credentials to establish their MSE status and along with submit an undertaking in the prescribed format attached in Annex A to this document to be furnished.

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10	Table 7 clause A.1	PMU Team Composition Requirement What will be the minimum team composition requirement for PMU 1 and PMU 2 in terms of number of members, their qualifications, and specific roles? Is there any flexibility in combining certain roles across the two PMUs?	PMU1 refers to Contract & Project Management Expert and PMU 2 refers to Monitoring & Documentation Expert, the two key personnel to be positioned in the office of Authority. Their roles & responsibilities have been clearly mentioned in RfP.
11	Table 7 clause A.1	NABH Accreditation Documentation Consideration Will the development of Standard Operating Procedures (SOPs) and manuals during NABH Accreditation processes be considered as valid experience under the experience criteria mentioned in Table 7 clause A.1? If yes, what specific documentation would be required to claim such experience?	Refer Table 5 it is mentioned that 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.
12	Table 5: Minimum Eligibility Condition, Sl. No. 3, Page No. 29	Experience in development /implementation /monitoring of Hospital SOPs In the last five years (5) 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. requested to kindly amend the clause as below for a wider and competitive participation of	Provision of RfP remain unchanged.

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S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
		bidders."Experience in development /implementation /monitoring of Hospital SOPsIn the last ten years (10) the bidder should have undertaken /Completed development /implementation /monitoring of Standard Operating Procedures (SOPs) for at least two (2) Hospital with capacity of 200 beds or more"	
13	Table 5: Minimum Eligibility Condition, Sl. No. 4, Page No. 29	<p>Experience in Implementation of NABH Accreditation In the last five (5) years the firm should have implemented /provided advisory services for accreditation / reaccreditation of NABH Quality & Accreditation systems of at least two (2) Hospitals- each with capacity of minimum 100 beds. this clause looks very specific. So, requesting you to kindly remove this clause.</p>	No changes envisaged. Preparation of SOPs for each PPP hospital and supporting the Private Partner in obtaining NABH accreditation fall within the scope of work of the Monitoring Agency (MA). Therefore, experience in implementing NABH accreditation is essential.
14	Table 5: Minimum Eligibility Condition, Sl. No. 5, Page No. 29	<p>Experience in development / implementation of HMIS In the last five (5) years, 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.</p>	Provision of RfP remains unchanged.

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S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
		<p>Dear sir, requesting you to kindly amend the clause as below.</p> <p>"Experience in development / implementation of HMIS In the last ten (10) years, 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</p>	
15	Table 7: Technical Bid Evaluation- Experience Criteria, Sl. No. A1, Page No. 31	<p>Experience in preparing / implementing Standard Operation Procedures (SoP) (in the last Five Years) 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) i. Two Hospitals – 5 Marks 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) Experience in preparing / implementing Standard Operation Procedures (SoP) (in the last Ten Years) Experience in development and monitoring of SoPs for an Eligible Hospital</p>	Provision of RfP remains unchanged.

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		<p>(a multispecialty hospital with capacity of at least 200 licensed beds) in last 10 years (Maximum 4 projects shall be evaluated)</p> <p>i. Two Hospitals – 5 Marks</p> <p>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)</p>	
16	Table 7: Technical Bid Evaluation- Experience Criteria, Sl. No. A2, Page No. 31	<p>Experience in Implementation of NABH Accreditation (Maximum 4 Projects) Experience of implementing / continuing / reaccreditation of NABH Quality & Accreditation systems and process for Hospitals in the last 5 years)</p> <p>Two Hospitals – 5 Marks</p> <p>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)</p> <p>This clause looks very specific. So, requesting you to kindly remove this clause and distribute the markings in other clauses accordingly.</p>	Provision of RfP remains unchanged.
17	Table 7: Technical Bid Evaluation- Experience Criteria, Sl. No. A3, Page No. 31	<p>Experience in designing & implementation of HMIS (Maximum 4 Projects) in the last five years</p> <p>Firm’s experience in design & development/ implementation of IT based tools / MIS for performance measurement</p>	Provision of RfP remains unchanged.

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		<p>& monitoring of Hospitals in last five years i) One Project – 2 marks ii) Additional project – 1 Mark each maximum three 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.) "Experience in designing & implementation of HMIS (Maximum 3 Projects) in the last ten years Firm's experience in design & development/ implementation of IT based tools / MIS for performance measurement & monitoring of Hospitals in last ten years i) One Project – 2 marks ii) Additional project – 1.5 Marks each maximum two</p>	
18	Data Sheet, Page 1: Bid Security- Rs 2,00,000/- (Rupees Two Lakhs Only)	Please confirm if registered Micro, Small and Medium Enterprises (MSMEs) are exempted from providing bid security.	Please refer Sl. No. 9
19	Introduction, Page 7: 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.	Keeping in mind the multiple areas of expertise which the project calls for, we request that the maximum number of consortium members be increased to three.	Provision of RfP remains unchanged.

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20	Introduction, Page 7: Healthcare Service Performance Monitoring- which includes conduct inspection /tests as detailed in Schedule 12 of the Concession Agreement	The draft Concession Agreement shared as a hyperlink in the RFP indicates that the Monitoring Agency shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule 17. Kindly confirm whether the MA has to work in accordance with Schedule 17 (as mentioned in the Agreement) or Schedule 12 (as mentioned in the RFP). The Schedules are not available in the draft Concession Agreement. Please share copies of Schedules that would be relevant for the MA.	<p>The Concession Agreement & its Schedules are available on the website of the H & FW Department Link</p> <div style="border: 1px solid black; padding: 5px;"> <p>Model Concession Agreement</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft%20CA%20%2805032023%29%20%28Clean%29.pdf</p> <p>Schedule of Concession Agreement</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft%20Schedules%20%2805032023%29%20%28Clean%29.pdf</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft%20Schedule%204_Annex%20I_Hospital%20Building%20%28Clean%29%20%2805032023%29.pdf</p> </div>
21	Table 2: Role and Responsibilities of Key Personnels, Page 9: Project & Contract Management Expert (PMU-1)- Track project performance using appropriate tools and techniques (e.g., KPIs, dashboards).	Would the MA have to design tools such as dashboards etc.? If so, we assume that software development costs are to be added in the financial proposal. Please confirm.	Yes. The development of the IT/HMIS integration strategy and the preparation of project performance measurement tools will be the primary responsibility of the Monitoring Agency (MA).

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22	<p>Table 2: Role and Responsibilities of Key Personnels, Page 10: Hospital Quality Expert (HQE)- 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.</p>	<p>Would teams of enumerators have to be deployed for this survey? What is the sample size that has to be covered per hospital per round of survey?</p>	<p>THE SCHEDULE 14 (KPI) of Concession Agreement states: The feedback forms to be collected and assessed and the sample size shall be as below: IPD - 90% coverage for <20 discharges/day; 75% for 21-50 discharges /day; and 50% for >50 discharges/day)For OPD- 50% coverage for <20 OP /day; 30% for 21-50 OP/day; 20% for 51-100 OP/day; 10% for >100 OP/day)</p>
23	<p>Table 2: Role and Responsibilities of Key Personnels, Page 12: Finance Expert- This expertise is required on need basis but not assessed in the evaluation.</p>	<p>Please indicate the estimated man-months of engagement of the Finance Expert based on which the budget can be estimated.</p>	<p>It is clarified that the Financial Expert is need based position and consultant shall be reimbursed by Authority separately based on actual mandays consumed. Therefore, Consultants are not required to budget the expenses of Finance Expert. However, the consultants are required to</p> <ol style="list-style-type: none"> 1) Include the profile of the Financial Expert as per the RfP in list of Key Personnel and 2) Indicate the manday rate of Financial Expert along with other Key Personnels in the Form 2 of financial proposal, but the cost of financial expert should not be budgeted / included in the Financial Proposal.

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24	<p>Table 3: Key Personnel wise Mandays anticipated during the Contract Period of 3 Years, Page 12 : 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.</p>	<p>Can we assume that PMU 1 and PMU 2 would not be required to travel outside the state capital across the project period?</p>	<p>Generally, the PMU 1 and PMU 2 may not be required to travel outside the state capital during the contract period. However, if they are required to travel for project work, they would be entitled for reimbursement of outstation expenses as per the clause 3.5 of Section III of the RfP. Therefore, such expenses of travel for PMU 1 & PMU2 may not be budgeted by Consultant while quoting their Quarterly Management Fees.</p> <p>But for Healthcare monitoring services, the key personnel would be required to travel to project sites and Bhubaneswar to conduct their services envisaged under their scope. All expenses towards their mandays, travel, etc would be borne by MA and therefore these expenses need to be estimated and budgeted by Bidders while preparing their financial proposal.</p>
25	<p>Part 2: Financial Proposal, Page 17: 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.</p>	<p>We understand that costs related to travel to various project sites, per diem etc. should be included in the financial proposal. Please confirm our understanding.</p>	<p>Yes for the Healthcare Performance Monitoring scope of services the Consultant shall include all costs incurred towards travel, per diem, TA/ DA etc shall be included in the Healthcare Service Monitoring Fees in the Financial Proposal.</p>

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26	Section III Page No. 49	<p>Quarterly Payment Schedule for PMU1 & PMU2: The RFP mentions a quarterly payment schedule for PMU1 and PMU2 positions. Can you please clarify whether these payments will be released in advance at the start of each quarter, or is the Monitoring Agency (MVA) expected to invest the amount upfront and claim reimbursement later?</p>	No advance payment is envisaged. Payments shall be made by Authority upon receipt invoice and supporting deliverables / achievement of milestone as envisaged in RfP / Consultancy Agreement.
27	Section III Clause 3.5	<p>TA & DA Allowances: Please confirm the current Class 2 eligible Travelling Allowance (TA) and Daily Allowance (DA) rates that would apply to PMU1 & PMU2 as per State Government norms.</p>	Under Section III Clause 3.5 Operational Framework of PMU it is mentioned that for outstation travels requested by Authority, the PMU experts shall be entitled to TA / DA expenses as applicable to Class II Government officials
28	Section II Clause 13	<p>Deployment Timeline vs. Performance Guarantee:The RFP requires deployment of key staff within 7 days of signing the contract, but provides 1 month for submission of the Performance Guarantee. Are MVA staff expected to commence work prior to submission of the Performance Guarantee, or should deployment wait until after the guarantee is furnished and accepted?</p>	In accordance with Clause 13.0 of Instruction to Bidders (Section II) -The Authority expects the Consultant to mobilise the in house experts i.e. PMU1 & PMU2 as early as possible. Within 30 days from issue of LOA, the Consultant shall submit the Performance Security in form of BG to client. Subsequent to which the contract shall be executed. The Selected Bidder shall mobilize the PMU team within 15 days time of signing of Contract.

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29		MSME Exemption from Fees: Please confirm whether MSME-registered firms are eligible for exemption from Bid Security and Bid Processing Fee as per prevailing Odisha Government/central policies.	Yes. Please refer to response to query in Sl. No. 9
30	SECTION IV: TECHNICAL PROPOSAL SUBMISSION FORMS - Appendix II, Form 1 FINANCIAL PROPOSAL (Page no. 80)	Quarterly management fee has been asked to be quoted as 12*Years. As there are only four quarters every year, need more clarity on this.	It is clarified that, the bidder shall quote Quarterly Management Fee(Y) per quarter as well as for 12 quarters i.e. for the entire three years of contract period – shown as Total Management fees as 12 x Y.
31	SECTION II: INSTRUCTION TO BIDDERS - Clause 9.2.2: Stage II- Evaluation of Technical Proposal, A table, Ponit - A4	Can we include relevant ongoing assignments, in addition to completed assignments, for consideration in marking? Also, can the required completion percentage for the project scope of ongoing assignments be revised?	Only experience in infrastructure Program management/ Contract Management /PMU related assignments which have been successfully completed at least one year will be considered for evaluation and scoring. In case of other assignments, only completed assignments within the prescribed period will be considered for evaluation and scoring.
32	SECTION IV: TECHNICAL PROPOSAL SUBMISSION FORMS - TECH – 8, Format of Curriculum Vitae (CV) for Proposed Key Personnel, (Page no. 67)	Do we also need to share photographs of the key professionals along with their CVs?	Bidders to submit CVs of Key Personnels in desired format.

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33	SECTION II: INSTRUCTION TO BIDDERS- Clause 4.5. Bid Security / Bid Security Declaration. (Page no. 15)	<p>Bank Guarantee / Bid security Clarifications:</p> <p>a) Does an MSME also need to submit a bank guarantee or will MSME certification with Bid security declaration would suffice?</p> <p>b) Performance Security Shall be submitted now, or after the LOA issuance?</p>	Addressed above at Sl. No. 9
34	SECTION II: INSTRUCTION TO BIDDERS - Clause 4.6 Part 2subparagraph ii	<p>Shall the financial proposal include:a) Travel: local in Bhubaneshwar and Bhubaneshwar-to-site?b) Outstation travels from Monitoring Agency base station to Bhubaneshwar, of Chief Consultants and their local/site travels? c) Lodging and boarding of the visiting consultants, as it is not mentioned?</p>	All kinds of expected expenditures including travel, lodging boarding, inflation, increments etc. needs to be included in the proposed Financial Proposal. Please refer Part 2: Financial Proposal for detailed understanding.

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35	SECTION III: TERMS OF REFERENCE (ToR), Clause 3.1 Development of Manuals/ Documentation/ Guidelines. Page no. 41, 46, 47, and 48	<p>Scope of work-related queries:</p> <p>a) The TOR references Schedules 6, 12, and 13 of the Concession Agreement; however, these have not been provided in the bid documents. We request that these schedules be shared at this stage to enable accurate technical and financial planning.</p> <p>b) Kindly provide details of the minimum human resource deployment requirements envisaged under the project, so that these can be appropriately incorporated into our bid preparation.</p> <p>c) As per the TOR, the Comprehensive M&NM Equipment Procurement and O&M Manual may include:</p> <ul style="list-style-type: none"> • Technical specifications for the listed equipment • Market analysis and brand/make recommendations • Procurement, installation, and maintenance protocols • Operation & Maintenance (O&M) requirements and schedule <p>We seek clarification on whether the scope of this manual also covers training of end users.</p>	<p>The Concession Agreement & its Schedules are available on the website of the H & FW Department</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Model Concession Agreement</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft%20CA%20%2805032023%29%20%28Clean%29.pdf</p> <p>Schedule of Concession Agreement</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft%20Schedules%20%2805032023%29%20%28Clean%29.pdf</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft_Schedule%201_Sites_Clean.pdf</p> <p>https://health.odisha.gov.in/sites/default/files/2023-03/AHP_Draft%20Schedule%204_Annex%20Hospital%20Building%20%28Clean%29%20%2805032023%29.pdf</p> </div> <p>With regards to minimum timeline for human resources, except the two experts (PMU 1& PMU2) to be positioned in the PMU during the Contract period, Consultant has the liberty to decide on deployment of the key personnel to meet the contractual obligations.</p> <p>c) Training of end users on M&NM is not envisaged under the scope of MA.</p>

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36	SECTION III: TERMS OF REFERENCE (ToR), Clause 7- Deliverables	Are there any anticipated amendments to the deliverable timelines or payment schedules if construction/ COD is delayed at any project site?	Payment towards the Healthcare Performance Monitoring is linked to milestones scheduled pre COD and post COD. Quarterly Monitoring Fees shall be escalated by 5% year on year for contract being extended beyond the 3 rd year from the Agreement Date in the event of delay in COD of a Project (at any location).
37	SECTION III: TERMS OF REFERENCE (ToR) - 3.4 Healthcare Services Performance Monitoring as per Agreement, point F	Will all documentation templates, especially for quarterly performance and patient satisfaction surveys, be standardized across all four locations or customized?	Yes, the documents, templates developed by MA and approved by the Authority will be standardized (capacity wise) and used across the locations.
38	SECTION II: INSTRUCTION TO BIDDERS - 1.8 Key Personnel	For key experts, is it possible to propose individuals currently associated with more than one project (with non-overlapping working times)?	Yes for Key Personnels except the PMU 1& PMU2, , Consultant has the liberty to decide on deployment of the key personnel to meet the contractual obligations.
39	SECTION II: INSTRUCTION TO BIDDERS - 1.8 Key Personnel	Will substitution of key personnel be allowed during the contract period?	Section VII clause 4.4 specified the 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.

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40	SECTION II: INSTRUCTION TO BIDDERS - 1.8 Key Personnel	Are site visits expected to be strictly physical, or will hybrid/ remote monitoring options be considered, especially for periodic reviews and meetings?	Onsite presence during prescribed completion tests and equipment installation during Pre-operation/Commissioning stage and quarterly visit in each location during Operation Period by the respective monitoring experts is essential.
41	SECTION II: INSTRUCTION TO BIDDERS - Stage II- Evaluation of Technical Proposal, Table 7: Technical Bid Evaluation- Experience Criteria	Local experience in Odisha – 1 mark each (max 2 marks) Please clarify if experience in private hospital projects implemented in Odisha will be considered as local experience	Yes, private hospital projects in Odisha is also be considered as local experience
42	SECTION II: INSTRUCTION TO BIDDERS - 1.8 Key Personnel	Indicative person-days and deployment schedule provided- Please confirm whether the person-days mentioned are minimum mandatory or can be adjusted based on proposed methodology	The mandays provided in the RfP are indicative and for reference only. The bidder may devise their own strategy keeping in view the contractual obligations.
43	Background Page No. 4 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	We request the authority to share Schedule 17 with the bidding agencies for a better understanding of the role of monitoring agency.	Refer Sl. No. 21

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44	Page 7 Section I Introduction 1.1 Proposals are invited from a consortium of a Maximum two firms willing to act as Monitoring Agency for providing consulting services required for the assignment.	We understand that the Consortium of two partner firms plus the lead firm. A total of three agency consortia is allowed. We kindly request that you confirm our understanding is correct.	Maximum two (2) members are allowed for the consortium as per the RFP for selection of MA.
45	Table 2: Roles and Responsibilities of Personnel Page 10 Develop all Standard Operating Procedures (SOPs) for the hospital's effective operation according to NABH standards and conduct Training of Trainers (ToTs) on these SOPs for representatives from the four SPVs to ensure their implementation.	We understand that the SOP preparation is limited to obtaining NABH standards for the hospital operations only. We kindly request that you confirm our understanding is correct.	MA shall help in preparation of SOPs and provide guidance on steps to be undertaken by Concessionaire to obtain NABH. Obtaining NABH etc shall be the responsibility of Concessionaire.
46	Page 24 Firm's Consulting Experience: The bidder should have at least 10 years of experience in consulting.	We request flexibility as it would encourage the most suitable entity to partner / lead the assignment. We request a flexibility of 6 plus years in consulting services and request your confirmation.	The provision of RfP remains unchanged.
47	Page 40 3.1: Table 13 Deliverables in Pre COD phase SOP for NABH	We request clarity on the deliverable.	List of deliverables and indicative timelines are clearly mentioned in Table 14 of Point 3.1
48	Page 42 3.2: Conduct Completion Tests as per Schedule 12 of Concession Agreement	The Schedule 12 of the Concession Agreement stipulates a list to be conducted by MA prior the Commissioning of the Project	Addressed at Sl. No. 21

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S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
49	Page 43 Table 14:	Completion Test Schedule CT 5. Certificate for commissioning of Phase 1/Phase II of Hospitals as per Schedule 13	Addressed above. Refer Response Sl. No.48
50	1.8 Key Personnel Page no. 9: In this clause, Authority has asked for 2 full time resource and 5 part time resource	Considering the scope of work, we request the Authority to have atleast 5 full time resource for the purpose of contract management and SLA monitoring. It is very difficult to engage part time resources for a period of 3 years with only few days of commitment during the contract period	The provisions of RfP remain unchanged.
51	1.2, Contract Monitoring and PMU Related Services Page no. 7. The objective is to provide comprehensive advisory support for the effective monitoring and management of PPP contract executed by the Authority	Please clarify if the scope of the PMU shall be limited to only the 'Affordable Healthcare Projects' or shall also include any other PPP contracts already executed/to be executed by the Department. If yes, what type of PPP projects shall be there? Also, what is the status of construction of these 4 Hospitals?	It is clarified that the consultants positioned by MA in the PMU shall oversee the contract management of all the PPP projects of the Authority including the Affordable Healthcare Project. At present the other PPP projects being undertaken by Authority include the Cardiac Care PPP (Operational stage) and Cancer Care PPP which is under construction. The MA shall also provide other procurement / PMU services as requested by Authority. Construction status of 4 hospitals as on 1 st Aug 2025- For all the location foundation work is in progress except Bhadrak where project is yet to start.
52	1.2, Healthcare Service Performance Monitoring Page no. 7: Conduct Inspection/Tests as detailed in Schedule 12 of the Concession Agreement	Schedule 12 of the Concession Agreement has no mention of the Inspection/Tests. Requesting the Authority to please clarify. Also, understand that these inspection/tests need to be carried out in due consultation with the Independent	Addressed at Sl. No. 21

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
		Engineer. If yes, has the Independent Engineer already been onboarded by the Department?	
53	1.8 Hospital Quality Expert Page no. 10: i. Undertake a site visit atleast on quarterly basis ii. Conduct Training of Trainers (ToTs) on these SOPs for representatives from the four SPVs to ensure their implementation.	i. Who will bear the cost of these site visits? Department or Consultant organization? ii. Who will bear the cost of organizing these training sessions? Also, will these sessions need to be conducted virtually or at the Project locations?	All expenditures including travel, lodging boarding, inflation, increments etc. needs to be included in the proposed Financial Proposal. With respect to training, consultant would arrange for experts / trainers and expenses thereon. Venue expenses and other expenses on training / workshops shall be borne by Concessionaires.
54	1.8 Bio-Medical Engineer (BmE) Page no. 10 Determine date and time for each Completion Test mentioned in Schedule 12 of the Concession Agreement	We understand that the reference here is w.r.t Schedule 14 of the Concession Agreement. Please confirm. Schedule 12 doesn't mention anything about the Completion Tests.	Addressed at Sl. No. 21
55	B) Pre-Qualification Conditions Pg 24 Technical Bid Evaluation- Experience Criteria. Page no 26 Experience in development /implementation /monitoring of Hospital SOPs In the last five years (5) the bidder should have undertaken /Completed development /implementation/monitoring of Standard Operating Procedures	As per clause 3.1 Development of Manuals/ Documentation/ Guidelines, the concessionaire shall be required to prepare the SoP for NABH accreditation. Also, as per the draft concessionaire agreement, the NABH accreditation shall also be the responsibility of the concessionaire. Considering the above, the requirement of experience of the consulting organization in development /	Preparation of SOPs for each PPP hospital and supporting the Private Partner in obtaining NABH accreditation fall within the scope of work of the Monitoring Agency (MA). Therefore, experience in implementing NABH accreditation is essential. The provisions of RfP remain unchanged.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	(SOPs) for at least two (2) Hospital with capacity of 100 beds or more and one of which should be a NABH accredited A.1 Experience in preparing / implementing Standard Operation Procedures (SoP) (in the last Five Years). 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	implementation/ monitoring of Sops for 2 hospitals is not justified. Hence, we request “the experience of the consulting organization in developing SoP, SLA for the purpose of contract management and KPI monitoring in the health sector projects”. In line with the above, the evaluation criteria at A.1 may be revised as below: Experience in providing consultancy services for the purpose of contract management and KPI monitoring in the health sector projects” in the last 5 years (Maximum 4 projects shall be evaluated) i. Two Health sector projects – 5 Marks ii. More than Two Health Sector Projects – 2.5 marks for each for additional health projects	
56	B) Pre-Qualification Conditions Pg 24 Experience in Implementation of NABH Accreditation In the last five (5) years the firm should have implemented /provided advisory services for accreditation / reaccreditation of NABH Quality & Accreditation systems of at least two (2) Hospitals- each with capacity of minimum 100 beds.	We request the Authority to relax this condition, as per the scope of work and evaluation criteria management consulting firms are expected to participate, which generally at firm level do not have such experience. We have experts who understand the process and are certified NABH assessor who can supervise and monitor the NABH process. Also, these experts will be able to provide technical input which may be required for the same	The provisions of RfP remain unchanged.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
57	B) Pre-Qualification Conditions Pg 24 Technical Bid Evaluation- Experience Criteria. Page no 26 Experience in development / implementation of HMIS In the last five (5) years, 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 Experience Certificates/ Completion Certificate Experience certificate should be accompanied with supporting document clearly indicating the start date, end date and number of beds. Experience in designing & implementation of HMIS (Maximum 4 Projects) in the last five years Firm's experience in design & development/ implementation of IT based tools / MIS for performance measurement & monitoring of Hospitals in last five years i) One Project – 2 marks ii) Additional project – 1 Mark each maximum three iii) (3) projects – (ongoing projects where more than 75% of the project	Kindly confirm whether you will consider state health insurance project implementation of healthcare IT in all Govt hospital integrated with overall MIS as an eligible projects. Also, we understand that if an organisation within one project have supported implementation of HMIS for more than one hospital will also be considered as more than one project for scoring purpose. For example: if we have experience of implementing, developing HMIS system for five hospitals that will be considered five projects for the scoring purpose. Kindly confirm.	Projects involving development implementation of MIS / IT tools / analytical tools measuring performance of hospitals / assignment related to scope envisaged under the instant project shall be considered. With regards to number of projects to be considered for scoring, requires to be supported with separate contracts / work orders. It is clarified that projects with similar scope of work / replications with same client shall be considered as single project.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	scope has been completed and professional fees have been realized shall be considered for evaluation.)		
58	The detail break of Technical Score (ST1) for each of the Criteria are placed in table below Pg 26 Experience in infrastructure Program management/ Contract Management /PMU related assignments (Maximum 2 Projects) in last five (5) years Firm's experience in Contract or Project management & monitoring, or providing PMU support to State / Central Government Project / Scheme for project implementation completed in last five years (Projects with professional fees of at least Rupees One (1.00) Crore shall be considered for evaluation) i) One Project – 2 marks ii) Additional project – 1 Mark Experience should include – Project Implementation Monitoring & 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	We request the Authority to kindly clarify where PMU projects which have successfully completed one year and an extension has been provided shall also be considered for evaluation purpose.	Yes contracts under extension for Eligible Projects can be considered for evaluation purposes.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	and professional fees have been realized shall be considered for evaluation.		
59	B) Pre-Qualification Conditions Pg 24 Financial Capacity – Annual Turnover. The average annual turnover from consulting/advisory services or Hospital Operations and Management service business during the last 3 FYs (ending 31st March 2025) should be atleast INR 3 Crores as Lead Partner	<p>i. We understand that the Department intends to onboard a professional consulting organization. In this regard, request the Department to clarify on the rationale for seeking turnover from Hospital Operations and Management Service Business?</p> <p>ii. Considering our Audit cycle, our accounts for the FY 2024-25 are in the process of getting audited. Hence, we request the Authority to consider the audited turnover figures ending 31st March 2024. We can submit the Provisional turnover numbers till 31st March 2025.</p>	Hospital operators which provide healthcare consulting are also eligible to participate and their credentials shall be considered. Provisional turn over certificate for FY 2024-25 certified by Authorised Signatory of Lead Partner may be accepted.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
60	<p>a) Minimum Experience and Qualification of Key Personnel Pg 28 Designation: Project & Contract Management Expert Minimum Educational Qualification: Any Graduate with MBA /CA / Construction Project Management /MFC /CFA / Master of Health Care Management / Administration. Minimum Experience: Minimum 10 years of experience in Project Development / PPP Projects/ Contract Management related to PPP / Public Procurement / PMU in Govt. funded Projects. Relevant Sector Experience: 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 Projects out of one should be as Team Leader / Domain Specialist.</p>	<p>We request the Authority to relax the sector experience requirement for project and contract management expert from 2 Projects as Team Leader / Domain Specialist to 1 project</p>	<p>Provisions of RfP remain unchanged.</p>

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
61	a) Minimum Experience and Qualification of Key Personnel Pg 28 Designation: Hospital Quality Expert (Monitoring Team Lead) Minimum Educational Qualification: Masters/ PG Diploma in Hospital Management /Administration with certification on Internal Counsellor Program on NABH Standards of quality Council of India (QCI). Minimum Experience: Minimum 15 years of experience in successful NABH Accreditation of multispecialty/ super- specialty hospital Relevant Sector Experience: 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 3 hospitals at the capacity of NABH Expert/ NABH Advisor/ NABH Consultant/ NABH Quality Manager.	We request the Authority to relax the experience requirement for Hospital Quality Expert (Monitoring Team Lead) to 10 years with minimum 7 years of experience in successful NABH Accreditation of multispecialty/ super-specialty hospital and the work experience of successful NABH Accreditation of multispecialty/ super-specialty hospital having at least 100 beds from at least 3 hospitals to 1 hospital at the capacity of NABH Expert/ NABH Advisor/ NABH Consultant/ NABH Quality Manager Also, in the RFP only 250 days are envisaged for this expert. We would like to clarify following: 1) Is this expert required to be stationed in Bhubaneswar 2) We request Authority to allow work from office location and the person to attend all important meetings. It is very difficult to engage/make it available a hospital quality expert for intermittent period for the contract duration of 3 years.	Provisions of RfP remain unchanged.
62	a) Minimum Experience and Qualification of Key Personnel Pg 28 Designation: Public Health/Social Insurance Expert Minimum Educational Qualification: Minimum	Since the requirement of MBBS degree is quite restrictive. So, we request the Authority to remove this requirement for Public Health/Social Insurance Expert and modify the criteria as: Minimum:	Provisions of RfP remain unchanged.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>- MBBS Additional qualification - Post graduate degree / diploma in public administration, business management, institutional development, policy, or related field. Minimum Experience: 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 Relevant Sector Experience: 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.</p>	<p>MBBS/BDS/BAMS/BHMS/B.Pharma/BSc in related field Post graduate degree / diploma in public administration, business management, institutional development, policy, or related field. Also, in the RFP only 140 days are envisaged for this expert. We would like to clarify following: 1) Is this expert required to be stationed in Bhubaneswar 2) We request Authority to allow work from office location and the person to attend all important meetings. It is very difficult to engage/make it available a public health expert for intermittent period for the contract duration of 3 years. Also, we request to relax the requirement of 3 Eligible Projects to 2 Eligible Projects.</p>	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
63	a) Minimum Experience and Qualification of Key Personnel Pg 28 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.	We request the Department to reduce the requirement of Three (3) multispecialty/super specialty hospital having at least 100 beds to Two (2)	Provisions of RfP remain unchanged.
65	a) Minimum Experience and Qualification of Key Personnel Pg 28 Designation: Finance Expert Minimum Educational Qualification: Qualified Chartered Accountant (prefer fellow member of ICAI) Minimum Experience: 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. Relevant Sector Experience: During the last 7 years from the proposal submission date, the personnel should have	As understood from prebid meeting, CV is not required to be submitted in technical proposal. Kindly confirm. We request Authority to remove this position, considering that audit and preparation of financial statement is done by a specific audit company and not by the management consultant. the scope for the position is totally different in nature. Hence we request to kindly remove it from the expert list	CV of Finance Expert is required to be submitted although it shall not be evaluated. Please refer to the response to query No 23 above.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	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		
66	D Scoring Methodology Page 31 Key Personnel – Weightage allocated to Experience in Odisha	The allocation of 10% weightage to Odisha Experience of each key personnel is very restrictive. We request that Authority to remove this criteria from the overall scoring methodology for key personnel. Also, the scoring for the position of bio-medical expert is missing from the table.	Provisions of RfP remain unchanged.
67	13, Signing of Contract Agreement Page 35 The Selected Bidder shall mobilise the team within 15 days' time of signing of contract	The time period of 15 days for team deployment is considerably less. Hence, we request the Department to allow a time period of 45-60 days for the team deployment.	Provisions of RfP remain unchanged.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
68	Terms of Reference, Page 41 Upon recommendation, MA shall develop Forms, Project Performance and 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.	Does the mentioned scope entails development of IT based Tools/ Dashboards/ Monitoring Tools?	Yes.
69	3.2 – Terms of Reference Page 42 The Monitoring Agency shall issue a Completion Certificate for each relevant phase to the Authority	The scope of the Monitoring Agency should include only the drafting of the Completion Certificate. Since, it will be Government document, understand this will be signed by the concerned official of the Department and not the MA. Please confirm.	The Concession Agreement provisions that, the Completion Certificate shall be issued by Monitoring Agency / Independent Engineer as the case may be.
70	3.4 – Terms of Reference Page no. 45 The Monitoring Agency shall review, adjudge, reasonableness and certify the costs incurred by the Concessionaire in carrying out such tests	As per our Firm’s policy we are not allowed to sign/certify any Government documents. While the MA can provide its recommendations to the Department , we request that any signing on the documents should not be in the scope of the MA	Provisions of RfP remain unchanged.
71	After commencement of the work post issuance of Scope of Work Order, the Monitoring Agency shall certify the bills for payment in respect of the works in progress or completed works	As per our Firm’s policy we are not allowed to sign/certify any Government documents. While the MA can provide its recommendations to the Department , we request that any signing on the documents should not be in the scope of the MA	The Concession Agreement provisions that, the Monitoring Agency / Independent Engineer shall certify the bills for payment in case of Change of Scope.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
72	Operational Framework of the PMU Page no.47 3.4 – Terms of Reference Page no. 45 Experts in the PMU shall not be permitted leave for more than 10 days in a year	We request that Authority to relax this criteria in case the expert /someone in his family has any health issue and he/she has to take a leave.	In case the leave exceeds the maximum permitted limit, the MA shall position a manpower temporarily to fill in the gap.
73	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% Occupancy in the last 12 (twelve) months	As per our Firm’s policy we are not allowed to sign/certify any Government documents. While the MA can provide its recommendations to the Department , we request that any signing on the documents should not be in the scope of the MA	Provisions of RfP remain unchanged.
74	6. Miscellaneous Page no. 47 The Monitoring Agency shall commence work not later than 7 days from the date of Issue of LoA or execution of the Agreement whichever is earlier.	The time period seems to be very short. The deployment of resources will take some time. We therefore request the Department to relax this criteria as below: The Monitoring Agency shall commence work not later than 30 days from date of execution of the Agreement	Provisions of RfP remain unchanged.
75	TECH – 4 (a) Pg 58 POWER OF ATTORNEY (On Bidder’s Letter Head)	As per our understanding, power of attorney is notarised on Non- Judicial Stamp paper. Please clarify whether a bidder have to provide power of attorney on bidder’s letter head?	Power of Attorney on NJS shall also be accepted

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
76	Form Tech -7, List of Required Key Personnel: Local Experience (number of projects undertaken in Odisha)	We request the Department to relax this requirement in line with the query in pt. 16 above.	Provisions of RfP remain unchanged.
77	Appendix II, Form 2, Lump Sum Estimate of Renumeration (Key Personnel and Support Staff) *Support staff to be indicated per category cost of Secretarial services	We request the Department to clarify on this point.	Refer Table 2: Role and Responsibilities of Key Personnel. However, bidders may assess the need for support staff and include the associated costs based on their proposed methodology.
78	Clause 8, Page no. 19 Submission, Reciept and Opening of Proposals	We understand that both Technical and Financial Proposals have to be submitted to Hard Copies. Please confirm.	Yes. In the manner prescribed in RfP.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
79	<p>3.4 Liability of the Consultant, Page no 104</p> <p>3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>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.</p> <p>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</p>	<p>We request the Authority to amend the clause as mentioned below:</p> <p>3.4.1 The Consultant’s liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>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.</p> <p>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) except in the case of fraud or wilful misconduct on the part of the Consultant 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,</p>	Noted.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.</p> <p>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.</p>	<p>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.</p>	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
80	3.3 Confidentiality, Page no 98 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	We request the Authority to amend the clause as mentioned below: Clause 3.3 to be deleted and replaced with the following clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2	Noted.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>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</p>	<p>years from the date of termination of this Agreement.</p>	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	confidential treatment; and keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.		

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
81	<p>4. Confidentiality, Page no 78</p> <p>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.</p> <p>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.</p> <p>4.3. This clause shall survive termination of this</p>	<p>We request the Authority to delete the clause</p>	<p>The provisions of RfP remain unchanged.</p>

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>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.</p>		
82	<p>3.8 Documents prepared by the Consultant to be property of the Authority, Page no 106 3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub- Consultants or</p>	<p>We request the Authority to delete the clause</p>	<p>The provisions of RfP remain unchanged.</p>

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.		
83	3.11 Accuracy of Documents, Page no 107 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	We request the Authority to delete the clause	The provisions of RfP remain unchanged.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
84	<p>3.8 Documents prepared by the Consultant to be property of the Authority, Page no 106</p> <p>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.</p>	<p>We request the Authority to amend the clause as mentioned below:</p> <p>3.8 Documents prepared by the Consultant to be property of the Authority</p> <p>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. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant</p>	<p>The provisions of RfP remain unchanged.</p>

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
		retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Authority reflected in them).	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
85	3.5 Accounting, inspection and auditing, Page no 104 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 detail as 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.	We request the Authority to amend the clause as mentioned below: (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. Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this Agreement only and shall be subject to Authority agreeing to maintain confidentiality of these documents. No access to the Consultant's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Authority to conduct such audit or request for information shall not be a competitor of the Consultant and shall agree to confidential obligations with Consultant, for the said purpose.	Noted.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
86	<p>9.4 Arbitration, Page no 113 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</p>	<p>We request the Authority to amend the clause as mentioned below: Entire Clause to be deleted and replaced with the following clause: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless</p>	<p>The provisions of RfP remain unchanged.</p>

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>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.</p>	<p>otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.</p>	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
87	2.9 Termination of Agreement, Page no 97 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 notice specifying 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	We request the Authority to amend the clause as mentioned below: 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 notice specifying 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. Notwithstanding the preceding the	The provisions of RfP remain unchanged.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>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.</p>	<p>Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Authority if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
88	<p>Clause 5 Pg. 23</p> <p>5. CONFLICT OF INTEREST 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</p>	<p>We request the Authority to amend the clause as mentioned below: 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</p>	Noted.

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
	<p>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.</p>	<p>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.</p>	

**RfP for Selection of Monitoring Agency for Affordable Healthcare PPP Projects:
Responses to Pre-Bid Queries**

S. N	Subject/ Clause/ Ref	Queries of the bidders	Response / Clarification
89	New Clause: Internal Use	We request the Authority to insert clause: Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement (“Reports”), other than information provided by the Authority, are for Authority's internal use only (consistent with the purpose of the particular Services) including Authority's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Authority’s organization.	The Project has multiple stakeholders. The recommendations, reports are applicable to the Concessionaires. Adding this clause is not required

Tech 9 (A)
(To be submitted with the Technical Bid)

Undertaking in Lieu of Bid Security (For MSME Bidders)
(To be submitted on the Letterhead of the Bidder)

Date:

To

The Special Secretary to Govt
Health & Family Welfare Department
Govt. of Odisha

Sub: Undertaking in lieu of Bid Security

Sir/Madam,

I/We, the undersigned, being a duly authorized representative(s) of **[Name of Bidder]**, having registered office at **[Address]**, submit this undertaking in respect of the tender **[Tender No. / Name of Work]**.

1. That our firm/company is registered as a **Micro/Small Enterprise (MSE)** under the provisions of the MSME Act / Odisha MSME Development Policy, 2022, and holds valid registration certificate issued by **[DIC / NSIC / Udyam Registration / other competent authority]**, a copy of which is enclosed herewith.
2. That in terms of the Odisha General Financial Rules, 2023, we are eligible for **exemption from payment of Bid Security**.
3. In lieu of submitting Bid Security / EMD, we hereby undertake and confirm that:
 - Our bid shall remain valid for the entire period prescribed in the RfP.
 - We shall not withdraw or modify our bid during the validity period.
 - In case of default on our part, including withdrawal/modification of bid during validity, or failure to sign the agreement or submit the performance security within the prescribed timeline, our firm/company shall be **liable for suspension from participating in future tenders of Government of Odisha for the period specified under the rules**, without prejudice to any other legal/administrative action that may be taken.

We hereby declare that the information provided above is true and correct to the best of our knowledge and belief.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Seal of the Bidder

Encl: Copy of MSME Registration Certificate