

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



**AFFORDABLE HEALTHCARE FACILITIES IN THE STATE
OF ODISHA UNDER PPP FRAMEWORK**

REQUEST FOR PROPOSAL (RFP)

No: PT3-HFW-MEII-MISC-0006-2017/ _____

Dated _____, 2022

LETTER OF INVITATION

To,

All Potential Bidders

Sub: RFP for Odisha Affordable Healthcare Project

Dear Ma'am/ Sir,

In view of the marked shortage of healthcare services, especially for the economically weaker sections of the population and especially in the interior districts of Odisha, the Department of Health & Family Welfare, Government of Odisha (“**Authority**”) has resolved to enhance the affordable healthcare services within Odisha. The Authority, in order to achieve the aforementioned objective of developing quality affordable healthcare facilities in Odisha, proposes through public private partnership mode, development of greenfield hospitals at 23 locations (as specified in the Bidding Documents), on design, build, finance, operate and transfer basis in accordance with the terms and conditions contained in the Bidding Documents.

Presently, Bids are being invited for Phase I Projects only, in accordance with the terms of this RFP. Subsequent to the successful completion of the Bidding Process for Phase I Projects and execution of Concession Agreements for each Project Hospital comprising the Phase I Projects, the Authority may invite Bids for the remaining Projects (the specific details with respect to the Bidding Process (including relevant timelines thereof) for the remaining Projects will be shared by the Authority as and when Bids may be invited for such Projects).

The Authority invites you to submit Bids (for Phase I Projects) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, including the draft Concession Agreement, as modified, altered, amended and clarified from time to time by the Authority.

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

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

Yours faithfully,

Mr. Saroj Mishra
Special Secretary to Government
Department of Health & Family Welfare, Government of Odisha

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GLOSSARY AND DEFINITIONS

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above. Unless the context otherwise requires, expressions not defined in this RFP, but defined in the Concession Agreement to be executed between the Authority and the Concessionaire shall have the meaning assigned thereto in the Concession Agreement. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

“Accredited Beds”	<p>shall mean those beds which:</p> <ul style="list-style-type: none"> (iii) are accredited by NABH / National Medical Commission / JCI / Australian Council on Healthcare Standards / Accreditation Canada International / Council for Health Service Accreditation of Southern Africa / CHKS Healthcare Accreditation Quality Unit United Kingdom / Japan Council for Quality in Health; or (ii) meet the standards prescribed under NQAS; (iii) are provided entry level certification by NABH.
“Actual Incentive”	has meaning as ascribed to it in Clause 2.4.2.
“Addendum” or “Addenda”	means an addendum or addenda to the RFP.
“Applicable Laws”	has the meaning ascribed to it in the Concession Agreement.
“Associate(s)”	means, in relation to a Bidder or a Consortium Member, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder or Consortium Member.
“Authority”	means the Department of Health & Family Welfare, Government of Odisha.
“Authorized Signatory”	has the meaning ascribed to it in Clause 4.2.3.
“Bid Due Date”	has the meaning ascribed to it in Clause 1.1.6.
“Bid Security”	has the meaning ascribed to it in Clause 4.11.1.

“Bid Start Date”	has the meaning ascribed to it in Clause 1.1.6.
“Bid Variable”	has the meaning ascribed to it in Clause 2.3.5.
“Bid”	has the meaning ascribed to it in Clause 2.3.3.
“Bidder(s)”	means a Person or a Consortium who intends to submit a Bid(s) in accordance with the RFP.
“Bidding Documents”	has the meaning ascribed to it in Clause 1.1.6.
“Bidding Process Fee”	has the meaning ascribed to it in Clause 2.1.1(b).
“Bidding Process”	has the meaning ascribed to it in Clause 2.3.1.
“Capacity Deduction”	has the meaning ascribed to it in clause 6.4.3.
“Capital Grant”	has the meaning ascribed to it in the Concession Agreement.
“Central Capital Grant”	has the meaning ascribed to it in the Concession Agreement.
“Central Operational Grant”	has the meaning ascribed to it in the Concession Agreement.
“Central VGF Scheme”	has the meaning ascribed to it in the Concession Agreement.
“COD of Phase–I”	has the meaning ascribed to it in the Concession Agreement.
“COD of Phase–II”	has the meaning ascribed to it in the Concession Agreement.
“Companies Act”	means, as applicable, the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013 as amended from time to time.
“Concession Agreement”	has the meaning ascribed to it in clause 1.1.4.

“Concession Period”	has the meaning ascribed to it in the Concession Agreement.
“Concession”	has the meaning ascribed to it in clause 1.1.5.
“Concessionaire”	has the meaning ascribed to it in Clause 1.1.4.
“Conference Representatives”	has the meaning ascribed to it in Clause 3.2.
“Conflict of Interest”	has the meaning ascribed to it in Clause 2.8.1.
“Consortium”	means any combination of Persons that have formed a consortium or association by fulfilling the requirements set out in this RFP for the purposes of submitting a Bid and for implementing the Project(s), if such consortium or association is declared as the Selected Bidder.
“Construction Performance Security”	has the meaning ascribed to it in the Concession Agreement.
“Control” or “Controlled”	means with respect to any: <ul style="list-style-type: none"> (i) company: <ul style="list-style-type: none"> (a) the ownership, directly or indirectly, of more than 50% (fifty percent) of shares or other ownership interest of such person; or (b) as defined under (Indian) Companies Act, 2013. (ii) Person which is not a company: <ul style="list-style-type: none"> (a) the ownership, directly or indirectly, of more than 50% (fifty percent) of ownership interest of such Person; or (b) the power to direct the management and policies of such Person, whether by operation of law or by contract or otherwise.
“Damages”	has the meaning ascribed to it in Clause 2.8.1
“DBFOT”	has the meaning ascribed to it in Clause 1.1.1.

“Deemed Performance Security”	has the meaning ascribed to it in the Concession Agreement.
“Demand Draft”	has the meaning ascribed to it in Clause 2.1.1(b).
“Design Consultant”	means a Person which has experience of designing at least 5 (five) hospital buildings, with at least one hospital building having a built-up area of at least 80,000 (eighty thousand) square feet, within 10 (ten) years immediately preceding the Bid Due Date.
“Effective Date”	has the meaning ascribed to it in the Concession Agreement.
“Empowered Committee”	has the meaning ascribed to it in the Concession Agreement.
“Evaluated Member”	has the meaning ascribed to in Clause 2.9.1(e).
“Financial Bid”	has the meaning ascribed to it in Clause 2.3.3.
“Financial Bids Evaluation Sequence”	has the meaning ascribed to it in Clause 6.4.1.
“Financial Capacity”	has the meaning ascribed to it in Paragraphs 3 or 6 under Appendix-II, as applicable.
“GoO”	means Government of Odisha.
“Government Instrumentality”	has the meaning ascribed to it under the Concession Agreement.
“Grant”	shall collectively mean the Capital Grant and the Operational Grant.
“Highest Bidder”	has the meaning ascribed to it in Clause 2.3.6.
“IFC”	means the International Finance Corporation, a member of the World Bank Group.

“Incentive Percentage”	has the meaning ascribed to it in Clause 2.4.1.
“Incentive Project”	has the meaning ascribed to it in Clause 2.4.1.
“Information Binder”	has the meaning ascribed to it in Clause 2.2.1.
“IST”	means the Indian Standard Time.
“JCI”	means the Joint Commission International.
“Joint Bidding Agreement”	has the meaning ascribed to it in Clause 2.9.2(f)
“Lead Financial Member”	has the meaning ascribed to it in Clause 2.9.2(c)
“Lead Technical Member”	has the meaning ascribed to it in Clause 2.9.2(d)
“Licensed Bed(s)”	means the number of beds installed, operated and managed in a healthcare facility including beds in wards, intensive care units, emergency, day care etc. within such healthcare facility as permitted under the license or registration issued under the Clinical Establishments (Registration and Regulation) Act, 2010 or any other relevant law (similar to Clinical Establishments (Registration and Regulation) Act, 2010) as applicable to the state (in India)/country in which such healthcare facility is situated.
“LOA”	has the meaning ascribed to it in Clause 6.4.13.
“Member”	means a member of a Consortium.
“Minimum Eligibility Criteria”	has the meaning ascribed to it in Clause 2.9.1.
“NABH”	means the National Accreditation Board for Hospitals and Healthcare Providers and includes its successor entity.

“Net Worth”	<p>means:</p> <p>(a) in case the Bidder is a company, Net Worth will mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited financial statements¹, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and</p> <p>(b) in case the Bidder is a trust or a society, Net Worth will mean the sum of available corpus and reserves.</p>
“NPV of Grant”	has the meaning ascribed to it in Clause 2.3.5
“NPV of Premium”	has the meaning ascribed to it in Clause 2.3.5
“NQAS”	shall mean National Quality Assurance Standards for Public Health Care Facilities.
“Official Site Visit”	has the meaning ascribed to it in Clause 2.11.1.
“Operational Grant”	has the meaning ascribed to it in Clause 2.3.4.
“Payment Milestone(s)”	has the meaning ascribed to it in the Concession Agreement.
“Per Project Incentive”	has the meaning ascribed to it in Clause 2.4.2.
“Person(s)”	means any individual, company, corporation, partnership, joint venture, trust, society or any other legal entity.
“Phase I Projects”	means the Project Hospitals for which Bids are being invited presently by the Authority under phase I, as specified in the table under Clause 1.1.1.

¹ **Note to Bidders:** In the event that the audited financial statements are not available as on the Bid Due Date, a Bidder shall provide a certificate issued by its statutory auditor / independent practicing chartered accountant certifying the Net Worth of such Bidder. Provided that, such Bidder shall submit the audited financial statements subsequently, as and when the same is available.

“PPP”	has the meaning ascribed to in Clause 1.1.1.
“Pre-Bid Conference”	has the meaning ascribed to in Clause 3.1.
“Premium”	has the meaning ascribed to it in Clause 2.3.5.
“Project Consultant(s)”	means whether individually or collectively, International Finance Corporation and its specialized advisors namely, Medica Synergie Private Limited, Jones Lang LaSalle Property Consultants (India) Private Limited and Cyril Amarchand Mangaldas.
“Project Development Fee”	has the meaning ascribed to it in Clause 5.1.
“Project Hospital”	means an individual hospital which is to be developed as part of a Project.
“Project Registration”	has the meaning ascribed to it in Clause 2.1.1.
“Project”	has the meaning ascribed to it in Clause 2.3.2.
“Qualified Bidder(s)”	has the meaning ascribed to it in Clause 6.4.1.
“Re. or Rs. or INR”	means Indian Rupee(s), the lawful currency of India.
“Registered E-mail IDs”	has the meaning ascribed to it in Clause 2.15.2.
“Registration Certificate”	has the meaning ascribed to it in Clause 2.1.4.
“Registration Form”	means the registration as provided in Appendix-I.
“Request for Proposal” or “RFP”	means this request for proposal dated September 10, 2018 along with its appendices and includes any addendum or clarification issued by the Authority in accordance the terms hereof.

“Revaluated Entities”	has the meaning ascribed to it in Clause 6.4.4.
“Scheduled Bank”	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
“Selected Bidder”	has the meaning ascribed to it in Clause 1.1.4.
“Site”	has the meaning ascribed to it in Clause 1.1.2.
“SPV”	has the meaning ascribed to it in Clause 1.1.4.
“State Capital Grant”	has the meaning ascribed to it in the Concession Agreement.
“State Operational Grant”	has the meaning ascribed to it in the Concession Agreement.
“Subject Person”	has the meaning ascribed to it in Clause 2.8.1(a)
“Technical Bid”	has the meaning ascribed to it in Clause 2.3.3.
“Technical Capacity”	has the meaning ascribed to it in Paragraphs 1 or 4 of Appendix-II, as applicable.
“Tie-Bidders”	has the meaning ascribed to it in Clause 6.4.11.
“Tranche of State Operational Grant”	has the meaning ascribed to it in the Concession Agreement.
“Turnover”	<p>means, with respect to any Person:</p> <p>(a) in case the Person is a company or a partnership: the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year; and</p> <p>(b) in case the Person is a society or a trust: the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and</p>

	financial investments such as stock shares in companies.
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DISCLAIMER

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

such costs and expenses will be borne by Bidders and the Authority will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

1.1.1 The Government of Odisha is committed to improving and enhancing the healthcare services and its accessibility in the state of Odisha. In view of the marked shortage of healthcare services, especially for the economically weaker sections of the population and especially in the interior districts of Odisha, the Department of Health & Family Welfare, Government of Odisha (“**Authority**”) has resolved to enhance the affordable healthcare services within Odisha. The Authority, in order to achieve the aforementioned objective of developing quality affordable healthcare facilities in Odisha, proposes through public private partnership (“**PPP**”) mode, development of a greenfield hospital at each of the below set locations, on design, build, finance, operate and transfer (“**DBFOT**”) basis in accordance with the terms and conditions contained in the Bidding Documents:

S No.	Location of the Site	District	Minimum Number of Beds	Phase in which Bids may be invited for the Project
1.	Jharsuguda	Jharsuguda	100	Phase I
2.	Angul	Angul	200	
3.	Barbil	Kendujhar	200	
4.	Bhadrak	Bhadrak	100	
5.	Puri	Puri	100	To be notified later
6.	Jeypore	Koraput	200	
7.	Rayagada	Rayagada	100	
8.	Phulbani	Kandhamal	100	
9.	Boudh	Boudh	100	
10.	Nuapada / Khariar Road	Nuapada	100	
11.	Malkangiri	Malkangiri	100	
12.	Nabarangpur	Nabarangpur	100	
13.	Subarnapur	Subarnapur	100	
14.	Paralakhemundi	Gajapati	100	
15.	Rairangpur	Mayurbhanj	100	
16.	Kendrapada	Kendrapada	100	
17.	Kamakhyanagar	Dhenkanal	100	
18.	Nayagarh	Nayagarh	100	
19.	Deogarh	Deogarh	100	
20.	Bargarh	Bargarh	100	
21.	Jagatsinghpur / Paradeep town	Jagatsinghpur	100	
22.	Kalinganagar	Jajpur	100	
23.	Rourkela	Sundargarh	100	
24.	Balangir	Balangir	200	
25.	BHawanipatna	Kalahandi	100	
Total			2,900	

- 1.1.2 The details of the sites (“**Sites**”), its location, basic infrastructure facilities and other features, including the measurement of land etc. is provided in the draft Concession Agreement.
- 1.1.3 The Authority has, therefore, decided to carry out a transparent and open competitive bidding process for selection of a Bidder to whom the Projects may be awarded as per the terms and conditions in this RFP.
- 1.1.4 The Bidders, who are selected pursuant to the terms and conditions of this RFP for awarding the Projects (“**Selected Bidder(s)**”), shall be required to incorporate a special purpose vehicle under the (Indian) Companies Act, 2013 (the “**SPV**” or “**Concessionaire**”) for each Project Hospital which is awarded to such Selected Bidders. The SPVs formed by the Selected Bidder(s) shall execute a long term concession agreement with the Governor of Odisha being represented by the Authority in the form set out in Appendix IX or X (as the case may be) hereof (“**Concession Agreement**”) for each Project Hospital which is awarded to such Selected Bidders, in accordance with the terms and conditions contained herein, and such SPVs shall be responsible to undertake their obligations under the respective Concession Agreements.
- 1.1.5 The draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the exclusive rights to construct, equip, finance, operate and maintain the Project Hospital (the “**Concession**”).
- 1.1.6 Presently, Bids are being invited for Phase I Projects only, in accordance with the terms of this RFP. Subsequent to the successful completion of the Bidding Process for Phase I Projects and execution of Concession Agreements for each Project Hospital comprising the Phase I Projects, the Authority may invite Bids for the remaining Projects (the specific details with respect to the Bidding Process (including relevant timelines thereof) for the remaining Projects will be shared by the Authority as and when Bids may be invited for such Projects). The Authority shall receive Bids (for Phase I Projects) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, including the draft Concession Agreement, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”). All Bids for Phase I Projects shall be prepared and submitted in accordance with this RFP on or after the date specified in Clause 2.5 for commencement of the submission of Bids (“**Bid Start Date**”) but in any case on or before the latest time and the date specified in Clause 2.5 for submission of Bids (the “**Bid Due Date**”).
- 1.1.7 The statements and explanations contained in the RFP and other Bidding Documents are intended to provide an understanding to Bidders about the Projects and the Bidding Process and, should not be construed or interpreted as limiting in any way or manner, (a) the scope of work and obligations of the Concessionaire as are set out in the draft Concession Agreement, (b) the Authority’s rights to amend, alter, change, supplement or clarify, (i) the scope of work of the Concessionaire, (ii) the RFP or its terms, and (iii) the terms of the draft Concession Agreement and any other Bidding Document. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including the RFP, are to be noted, interpreted and applied appropriately to give effect to this intent and, no claims on that account will be entertained by the Authority.
- 1.1.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect over the terms of the RFP in case of a conflict between the two, provided, however, that any

conditions or obligations imposed on a Bidder hereunder will continue to have effect in addition to its obligations under the Concession Agreement. Government of India Viability Gap Funding may be utilized and any prevailing guidelines may also be applicable.

2. INSTRUCTIONS TO BIDDERS

2.1 Purchase of the Draft Concession Agreement

2.1.1 The RFP and the PDF versions of the draft Concession Agreements for the Projects shall be available for download on the official website of the Authority (<https://health.odisha.gov.in/odisha-affordable-health-care-project/tenders-advertisement>) free of cost. The editable versions of the draft Concession Agreements for the Projects shall be made available to a Bidder only after such Bidder has successfully completed the registration process for the Projects (“**Project Registration**”) by:

- (a) submitting to the Authority, the duly filled and completed Registration Form (as provided in Appendix-I); and
- (b) making payment to the Authority, of the non-refundable Bidding Process fee of INR 20,000 (Indian Rupees Twenty Thousand only) (“**Bidding Process Fee**”) in the form of 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**”).

For the avoidance of any doubt, the Project Registration shall encompass registration for all Projects i.e. on successful completion of Project Registration, a Bidder shall be entitled to submit a Bid for any or all Projects forming part of the Phase I Projects, in accordance with the provisions of the RFP. The Bidders shall not be required to undertake registration for each Project separately. Further, a Bidder who has successfully completed the Project Registration may, in its sole discretion, form a Consortium (in accordance with the terms and conditions contained in the RFP) for the purpose of submission of Bid(s) under and in accordance with the RFP, any time after successful completion of the Project Registration, but in any case prior to submission of its Bid(s). Furthermore, in case of a Consortium, any 1 (one) Member shall be required to have successfully completed the Project Registration in order for the Consortium to be permitted to submit its Bid(s) subject to the terms and conditions contained in the RFP.

2.1.2 For participating in the Bidding Process for the Phase I Projects, the Bidders shall submit the duly filled and completed Registration Form along with the Demand Draft as required under Clause 2.1.1 above to following person any time between 11:00 hours (IST) to 16:00 hours (IST) on a working day, but not later than 2 (two) days prior to the Bid Due Date:

Dr. Jasmine Patnaik
Joint Secretary
Health & Family Welfare Department, Lokaseva Bhawan, Bhubaneswar
Pin Code: 751001 Odisha
Email: orhealth@nic.in/ hfw.meiisection@gmail.com
Phone: 0674-2396618

2.1.3 Upon successful completion of the Project Registration by a Bidder, the Authority shall issue a registration certificate (“**Registration Certificate**”) to the Bidder. The Bidder shall retain the Registration Certificate and shall be required to quote the details of the Registration Certificate in the letter comprising the Bid as specified in Annexure A of Appendix-IV. For the avoidance of any doubt, in the event that a Bidder is a Consortium, the details of a Registration Certificate issued in the name of any one of its Members shall be sufficient to be incorporated in the letter comprising the Bid.

2.2 Information Binder

2.2.1 The Bidders may, in their sole discretion, choose to download from the website of the Authority (<https://health.odisha.gov.in/odisha-affordable-health-care-project/district-profile>) prior to the Bid Due Date, a binder prepared by the Authority containing, *inter alia*, information about demography, socio-economic background of people, prevalent diseases etc., in connection with the Project’s districts (“**Information Binder**”).

2.2.2 The Information Binder contains the information specified in Clause 2.2.1 above for all Projects’ districts.

2.2.3 The Information Binder has been prepared only for the ease of reference of the Bidders, and the Bidders shall be responsible to conduct their own due diligence, research, assessment and analysis with respect to the information contained in the Information Binder. Notwithstanding anything to the contrary contained in this RFP, the Authority and the Project Consultants, including the personnel of the Authority and the Project Consultants, shall not in any manner whatsoever, be held liable for the relevance, adequacy, correctness, completeness or accuracy of the information contained in the Information Binder.

2.3 Description of the Bidding Process

2.3.1 This RFP encompasses the construction of Project on DBFOT basis in accordance with the terms and conditions contained in the Bidding Documents. The bidding process for each Project shall be conducted in a single stage process for selection of the Selected Bidder(s) in accordance with this RFP (each such process referred to as a “**Bidding Process**”). As specified in Clause 1.1.6, presently the Bidders are invited to submit their Bids only for the Phase I Projects comprising of the following Project Hospitals:

Project Number	Hospital Location	District	Project
1.	Angul	Angul	Project A
2.	Barbil	Keonjhar	Project B
3.	Bhadrak	Bhadrak	Project C
4.	Jharsuguda	Jharsuguda	Project D

2.3.2 Project Hospital numbers 1 to 4 are referred to individually as “**Project**” and collectively as “**Projects**”. The Bidders may submit their Bid(s) for any or all of the Projects individually.

2.3.3 Bidders (whether Individual or Consortium) who fulfill the Minimum Eligibility Criteria, are being called upon to submit their details as per the format specified in Appendix-IV along with the documents mentioned in Clause 4.3.2 (“**Technical Bid**”), and financial proposal as per the format specified in Appendix-V (“**Financial Bid**”).

(Technical Bid and Financial Bid shall be collectively referred to as “**Bid**”) in accordance with the terms specified in the Bidding Documents.

2.3.4 The Financial Bids for each of the Projects (for which Bids have been invited by the Authority) are invited on the basis of Capital Grant and additional viability gap funding sought by the Bidders for operations of the Project Hospital (“**Operational Grant**”) or premium to be paid by the Bidders (“**Premium**”), in each case in INR in tranches (as specified in the Financial Bid in the prescribed format), in accordance with the terms and conditions of the Bidding Documents. A Capital Grant will be provided to the Concessionaire for construction of each Project Hospital (which is set out in the format of the Financial Bid in Annexure I of Appendix-V) in accordance with the terms and conditions of the Bidding Documents. The Capital Grant is proposed to be funded by both, the Government of India (through the Empowered Committee) and the Authority, and subject to final approval of the Empowered Committee under the Central VGF Scheme. For the purposes of the Concession Agreement:

- (a) the Capital Grant quoted by the Bidder, as per the format provided in Annexure I of Appendix – V, will be allocated first towards the Central Capital Grant upto the following limits, and the remainder, if any, to the State Capital Grant:

Project	Central Capital Grant (in INR Crore)
Project A	39.02
Project B	39.02
Project C	19.34
Project D	19.34

- (b) The Operational Grant quoted by the Bidder will be allocated equally between Central Operational Grant and State Operational Grant.

It is clarified that the aforementioned allocation is only for the purposes of disbursement procedures as set out in the Concession Agreement. The Concessionaire while submitting its Financial Bid as per Clause 2.3.3, will quote a total number for Capital Grant and Operational Grant only as per Annexure I of Appendix-V.

2.3.5 For the purposes of Financial Bid, the Bidders shall quote the amount of Capital Grant and Operational Grant (as a negative value in INR) or Premium (as a positive value in INR), as the case may be, in tranches in the format for Financial Bid. For the avoidance of any doubt, the Bidders shall be free to, (a) seek an Operational Grant, (b) seek neither an Operational Grant nor offer a Premium, or (c) offer to the Authority a Premium, or any combination thereof in tranches as set out in the format for Financial Bid prescribed in Appendix-V. The Financial Bids of Qualified Bidders will be assessed on the basis of the net present value calculated as follows:

Step 1: The net present value of all tranches of Operational Grant along with Capital Grant (“**NPV of Grant**”) shall be calculated in accordance with the formula specified in Appendix-X.

Step 2: The net present value of all tranches of Premium (“**NPV of Premium**”) shall be calculated in accordance with the formula specified in Appendix-X.

Step 3: The NPV of Grant shall be added to the NPV of Premium and the sum thereof is referred to as the “**Bid Variable**”.

For the purpose of aforesaid calculations, if a Bidder in its Financial Bid has not quoted any:

- (a) Operational Grant, then the NPV of Grant shall be the value of the Capital Grant only, in accordance with Step 1 above; and
- (b) Premium, then the NPV of Premium shall be zero.

2.3.6 Each Project shall be awarded to the Highest Bidder for such Project. The number of Projects to be awarded to a particular Bidder /Consortium Member shall be 50% of the Projects being bid out at the time, subject to a maximum of 2 (two) Projects. In case a particular Bidder /Consortium Member is awarded the maximum number of Projects, the financial bids of the Bidder or Consortium Member shall not be considered for further Projects. In this RFP, the term “**Highest Bidder**” for each Project shall mean the Qualified Bidder for the concerned Project (after taking into account Capacity Deduction) who has quoted the highest Bid Variable. Generally, the Highest Bidder shall be the Selected Bidder for each Project. The remaining Qualified Bidders for the concerned Project (after taking into account Capacity Deduction) shall be kept in reserve, and may be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. If in the second round of bidding, only one Qualified Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Qualified Bidders match the said Highest Bidder in the second round of bidding, then the Qualified Bidder whose Bid was higher as compared to other Qualified Bidder(s) in the first round of bidding shall be the Selected Bidder. In the event that no Qualified Bidder offers to match the Highest Bidder, the Authority may, in its sole discretion, (a) invite fresh Financial Bids from the remaining Qualified Bidders for the concerned Project, (b) annul the Bidding Process for the concerned Project, or (c) take any other step in accordance with Applicable Law.

2.3.7 The evaluation of the Bids for each Project, as detailed in Clause 6, shall be carried out in 2 (two) sub-stages:

- (a) the first sub-stage will involve evaluating the Technical Bids submitted by the Bidders. Only those Bidders who meet the Minimum Eligibility Criteria after taking into account Capacity Deduction will be qualified for the next sub-stage; and
- (b) in the second and the final sub-stage, the Financial Bids of the Qualified Bidders will be evaluated and compared to determine the Selected Bidder for the each Project.

2.3.8 The Grant/Premium quoted (in the Financial Bid) by the Selected Bidders for each Project respectively, will be payable for each such Project, as per the terms and conditions of the Concession Agreement.

2.3.9 It is hereby clarified that the issuance of this RFP does not constitute an invitation to bid from the date hereof. Bids are invited for Phase I Projects from the Bid Start Date set out in Clause 2.5, as may be extended by the Authority from time to time in accordance with the provisions of this RFP. Any Bids submitted prior to the Bid Start Date (as may be extended by the Authority from time to time) shall not be considered by the Authority. The Authority will likewise, notify the bidding schedule (including the bid start date) for the remaining Projects at a later date.

2.4 **Incentive**

2.4.1 A Bidder (whether a sole Bidder or a Consortium having the same composition of Members) who is awarded more than one Project in accordance with the terms and conditions of this RFP, will be entitled to receive an incentive from the Authority on the Project for which it has quoted the second highest amount of Bid Variable amongst the Projects that are awarded to the Bidder (“**Incentive Project**”). The incentive will be calculated as a percentage of the Bid Variable quoted by the Bidder for the Incentive Project. The percentage for the purpose of calculation of the incentive shall be as follows (“**Incentive Percentage**”)

Incentive Percentage	If Bidder is awarded 2 Projects in total
Percentage of the Bid Variable quoted for the Incentive Project	5%

2.4.2 The incentive for the Projects will be calculated and payable as follows:

Step 1: The Incentive Percentage will be multiplied with the Bid Variable quoted by the Bidder for the Incentive Project (“**Actual Incentive**”).

For the purpose of calculating the incentive for the Projects in accordance with this Clause 2.4.2, the value of the Bid Variable, even if such value is negative, shall be deemed to be a positive value i.e. only the absolute numeric value of the Bid Variable shall be considered. For example, in the event that a Bidder is awarded 2 (two) Projects where the Bid Variables are “10,00,00,000” and “-1,00,00,000”, the highest amount of Bid Variable between the two Bid Variables quoted by the Bidder for the Incentive Project i.e. “-1,00,00,000” shall be considered for calculating the incentive for the Projects, and the same shall be deemed to be “1,00,00,000” for the purpose of such calculation.

Step 2: The Actual Incentive will be divided by the total number of Projects which are awarded to the Bidder (“**Per Project Incentive**”).

Step 3: The Per Project Incentive for each Project which are awarded to the Bidder will be provided by the Authority (subject to the terms and conditions contained in the respective Concession Agreements) at the time of Tranche of State Operational Grant 1 (as described in the respective Concession Agreements) by:

- (a) increasing the amount of State Operational Grant quoted by the Bidder (in its Financial Bid for the concerned Project) for Tranche of State Operational Grant 1 by adding the amount of Per Project Incentive to the same; or
- (b) decreasing the amount of Premium quoted by the Bidder (in its Financial Bid for the concerned Project) for Tranche of State Operational Grant 1 by subtracting the amount of Per Project Incentive from the same. If such subtraction results in a negative number, the Authority shall pay such amount (treating the negative number as a positive one) as an Operational Grant.

2.4.3 For the avoidance of any doubt, the incentive (as described in Clauses 2.4.1 and 2.4.2) shall not be provided in any manner other than that specified in Clauses 2.4.1 and 2.4.2.

2.5 **Schedule of the Bidding Process for Phase I Projects**

The Authority reserves the right to specify the Bid Start Date and Bid Due Date for each of the Projects. However, the Authority may anytime, in its sole discretion, revise or extend any of the timelines

Event Description	Date
Issuance of RFP and Bid Documents	30 November 2022
Pre-Bid Conference	17 January 2023
Last date for receiving queries from Bidders	[7 days from date of Pre-Bid Conference]
Authority response to queries latest by	[15 days from date of last date for receiving queries from Bidders]
Last date for Project Registration and purchase of the draft Concession Agreement	2 days prior to Bid Due Date
Site Visit	7 days prior to Bid Due Date
Bid Due Date	28 February 2023
Opening of Technical Bids	On Bid Due Date
Announcement of Qualified Bidders	[Within 15 days of Bid Due Date]
Opening of Financial Bids	[Within 21 days of Bid Due Date]
Letter of Award (LOA)	[Within 30 days of opening of Financial Bid]
Validity of Bids	180 days from Bid Due Date
Signing of Concession Agreement	Within 30 days of award of LOA

2.6 General Terms

- 2.6.1 All communications in relation to or concerning the Bidding Documents and the Bid, whether by any Bidder or the Authority, shall be in English language.
- 2.6.2 The Bidding Documents are non-transferable. The Bidding Documents including this RFP and all attached documents, are and will remain the property of the Authority, and are transmitted to the Bidders solely for the purpose of preparation and submission of their Bid(s) for the Project respectively, in accordance with the terms hereof. The Bidders are to treat all information provided in the Bidding Documents as strictly confidential and, any Bidder shall not use it for any purpose other than for preparation and submission of its Bid(s) for the Project. The provisions of this Clause 2.6.2 shall apply, *mutatis mutandis*, to Bids and all other documents submitted by the Bidders, and the Authority shall not be liable to return any Bid or any document or information provided by the Bidders.

2.6.3 The award of any Project to the concerned Selected Bidder by the Authority pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.7 Eligibility of Bidders

2.7.1 To determine the eligibility of Bidders for qualification under this RFP, the provisions of Clause 2.7 along with any other relevant provisions under this RFP shall apply. A Consortium shall be eligible to participate in the Bidding Process, subject to the fulfillment of additional requirements as set out in Clause 2.9 below.

2.8 Conflict of Interest

2.8.1 A Bidder shall not have a conflict of interest that affects the Bidding Process of any Project (“**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest will be disqualified from the Bidding Process. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, Construction Performance Security or Deemed Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. A Bidder or any Member of such Bidder (in case the Bidder is a Consortium), shall be deemed to have a Conflict of Interest, if, with respect to the Bidding Process of a Project:

- (a) the Bidder, its Member or Associate (or any constituent thereof) Controls, are Controlled by or is under common Control with any other Bidders (or their Associates) or their Members (or their Associates); provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 20%(twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.8.1.(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or

- (c) such Bidder, its Member or any Associate thereof receives or have received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any other Bidders (or their Associates) or their Members (or their Associates) or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal, technical, or financial consultant as another Bidder or its Member for the purposes of submission of Bid for the same Project; or
- (e) such Bidder, or any Associate thereof has a relationship with one-another, directly or through common third parties, that puts it in a position to have access to information that may have an influence on the Bid of another Bidder, or influence the decisions of the Authority regarding the Bidding Process; or
- (f) a Bidder or its Member submits more than 1 (one) Bid in this Bidding Process for the same Project, either individually or as a Member of another Bidder; or
- (g) a Member of such Bidder is also a Member of another Bidder with respect to any of the Project(s); or
- (h) a Bidder or any of its Associates participated as a consultant in the preparation of the structure, design or technical specifications of the Project or, the Bidding Documents for the Project.

2.8.2 A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same.. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.8.2, shall include each Member of such Consortium.

2.8.3 A Bidder shall be prohibited from participating in the Bidding Process if:

- (a) as a matter of law or official regulation, the Government of India prohibits commercial relations with the country of the Bidder or any of its Members; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any import of goods or contracting of works or services from the Bidder's country or any payments to Persons or entities of that country.
- 2.8.4 If a Person has, or its Associates have, been barred or blacklisted, by any government or Government Instrumentality in India or in any other jurisdiction to which such Person or its Associates belong or they conduct their business, from participating in any PPP project and the bar subsists on the Bid Due Date, such Person will not be eligible to submit a Bid, either individually or as a Member.
- 2.8.5 A Bidder or its Associates (and in case of a Consortium, the Members and their Associates) shall be disqualified from the Bidding Process, if any of them in the 3 (three) years preceding the Bid Due Date:
- (a) Has failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate
 - (b) had been expelled from any project or contract by any government or Government Instrumentality; or
 - (c) had any contract terminated by any government or Government Instrumentality for breach by such Bidder, Member or their Associates, as the case may be.
 - (d) had any letter of award cancelled by the GoO for breach by such Bidder, Member or their Associates, as the case may be, in relation to any prior bidding process conducted by the GoO for setting up of affordable healthcare facilities in the state of Odisha.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.8.5. is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- 2.8.6 If a Bidder is under a declaration of ineligibility by the Authority in accordance with Clauses 2.8.1, 2.8.2, 2.8.3, 2.8.4, or 2.8.5 above, at the Bid Due Date or subsequently, such Bidder will be disqualified. *Provided that*, if a Bidder is liable for disqualification arising on account of any cause or event specified in Clause 2.8.5 above, such Bidder may make a representation to the Authority for seeking a waiver from such disqualification, and the Authority may, in its sole discretion, grant such waiver if the

Authority is satisfied that such waiver is not in any manner likely to cause a material adverse impact on the implementation of the concerned Project(s).

2.8.7 Bidders will provide such evidence of their continued eligibility as the Authority may request, from time to time, during the Bidding Process.

2.9 **Minimum Eligibility Criteria**

2.9.1 To be considered as technically qualified for submitting a Bid for a Project, a Bidder must fulfill the applicable conditions of eligibility, the Technical Capacity and the Financial Capacity set out in Appendix-II (the “**Minimum Eligibility Criteria**”). For the purposes of satisfying the Minimum Eligibility Criteria under this RFP, a Bidder (or a Member of a Consortium) may rely on the experience (as required under conditions of eligibility), Technical Capacity and/or Financial Capacity of its Associates who are eligible in accordance with the terms and conditions contained in this RFP, and in such an event the Bidder (or a Member of a Consortium) shall submit a certificate issued substantially in the format prescribed in Attachment 1 of Annexure B of Appendix-IV, evidencing that such entity is an Associate of the Bidder (or the Member). Further, in case of a Consortium, Minimum Eligibility Criteria shall be satisfied as follows:

(a) The Lead Technical Member shall be required to demonstrate: (i) at least 50% (fifty percent) of the minimum requirement set out in Paragraph 1(i) or 4(i) of Appendix II, as the case may be, or (ii) 100% (hundred percent) of the minimum requirement set out in Paragraph 1(ii) or 4(ii) of Appendix-II, as the case may be, and the Lead Financial Member shall be required to demonstrate at least 50% (fifty percent) of both criteria comprising the Financial Capacity (i.e. Net Worth and Turnover) set out in Paragraph 3 or 6 of Appendix-II, as the case may be, depending on the number of beds in the concerned Project Hospital. Additionally, a consortium must comprise only those Member(s) who contribute towards Technical Capacity/Financial Capacity for the purposes of satisfying the Minimum Eligibility Criteria under this RFP.

2.9.2 For the avoidance of doubt, all the other criteria comprising the Minimum Eligibility Criteria (i.e. other than those specified in Clause 2.9) can be satisfied cumulatively by the Members. In the event that a Bidder is a Consortium, it shall comply with the following requirements:

- (a) the number of Members shall not exceed 2 (two);
- (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member;
- (c) the Members shall appoint a lead financial member who shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of 10 (ten) years from the COD of Phase II (“**Lead Financial Member**”);
- (d) the Members shall appoint a lead technical member who shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 10% (ten percent) of the subscribed and paid-up equity share capital of the

Concessionaire until the expiry of the Concession Period (“**Lead Technical Member**”);

- (e) the Lead Financial Member, the Lead Technical Member whose experience will be counted towards satisfying the Minimum Eligibility Criteria and/or for Capacity Deduction (each an “**Evaluated Member**”), will be required to subscribe to and hold the issued and paid-up share capital in the SPV as specified in Clause 2.10.2.
- (f) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Annexure L of Appendix-IV (“**Joint Bidding Agreement**”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member; and
 - (iii) commit the minimum equity stake to be held by each member as per the minimum equity lock in provided under Clause 2.10;
 - (iv) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

In the event that a Bidder is partnering with a Design Consultant (in accordance with conditions under Appendix II of the RFP), such partnership will not in and of itself be considered a consortium. If the Design Consultant also proposes to make an equity contribution in the Concessionaire in accordance with the Bidding Documents, it shall be considered a Consortium Member.

2.9.3 No change in the composition of the Consortium shall be allowed subsequent to the submission of the Bid during the Bidding Process, other than in accordance with the Bidding Documents. Provided that, in the event of the death of an individual who is a Member of a Consortium, any time after such Consortium has submitted its Bid but prior to the execution of the Concession Agreement (in case such Consortium is a Selected Bidder in accordance with the RFP), such Consortium shall be permitted to substitute such deceased individual with any other Person with the prior consent of the Authority, subject to such Person meeting the deceased individual’s experience which was counted towards the satisfaction of the Minimum Eligibility Criteria for the concerned Project.

2.9.4 While qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid

up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive, and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.9.5 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the financial year preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.10 **Minimum Equity Lock In**

2.10.1 Where the Selected Bidder is a single entity it shall hold:

- (a) 100% (one hundred percent) of the subscribed and paid-up equity share capital of the Concessionaire, subject to the provisions of the Concession Agreement, until the COD of Phase-I;
- (b) at least 51% (fifty one percent) of the subscribed and paid-up equity share capital of the Concessionaire, subject to the provisions of the Concession Agreement, from the expiry of COD of Phase-I and until the expiry of 10 (ten) years from the COD of Phase-II; and
- (c) at least 10% (ten percent) of the subscribed and paid-up equity share capital of the Concessionaire, subject to the provisions of the Concession Agreement, until the expiry of Concession Period.

2.10.2 Where the Selected Bidder is a Consortium:

- (a) none of the Members of the Consortium shall, subject to the provisions of the Concession Agreement, be permitted to dilute their holding of the subscribed and paid-up equity share capital of the Concessionaire as specified in the letter comprising the Bid submitted by the Consortium, until the COD of Phase-I;
- (b) each Evaluated Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 5% (five percent) of the

subscribed and paid-up equity share capital of the Concessionaire until the COD of Phase-II;

- (c) the Lead Technical Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 10% (ten percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of the Concession Period;
- (d) the Lead Financial Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of 10 (ten) years from the COD of Phase-II; and .
- (e) the Lead Technical Member and the Lead Financial Member shall collectively hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 51% (fifty one percent) of the subscribed and paid-up equity share capital of the Concessionaire at all times until the expiry of 10 (ten) years from the COD of Phase-II.

2.10.3 In the event of any breach of undertaking set out in Clauses 2.10.1 or 2.10.2 above, as the case may be, the Selected Bidder will inform the Authority immediately, along with all relevant particulars.

2.10.4 Notwithstanding anything contained in this RFP and subject to the provisions of the Concession Agreement, the Selected Bidder and if such Selected Bidder is a Consortium then its Members, will have the right to dilute its equity shareholding in the Concessionaire below the minimum level of equity shareholding that they are required to hold in the Concessionaire in accordance with Clause 2.10.1 or 2.10.2, as the case may be, subject to the prior consent of the Authority. The consent of the Authority shall not be unreasonably withheld by the Authority if the transferor shareholder establishes that the transferee shareholder at least meets:

- (a) in case of the Selected Bidder is a sole entity, the Selected Bidder's experience which was counted towards the satisfaction of the Minimum Eligibility Criteria for the concerned Project Hospital; or
- (b) in case of the Selected Bidder is a Consortium, the transferor shareholder's experience which was counted towards the satisfaction of the Minimum Eligibility Criteria for the concerned Project Hospital.

2.11 **Site visit and verification of information**

2.11.1 Bidders who have successfully completed the Project Registration are invited to inspect and evaluate the Site and the scope of the Projects forming part of the Phase I Projects in greater detail, and to carry out, at their own cost, such studies as may be required to submit their Bids. The Authority will conduct an official Site visit for each of the Project Hospitals forming part of the Phase I Projects ("**Official Site Visit**"), details of which will be informed by the Authority only to such Bidders who have successfully completed the Project Registration. The registered Bidders (including their advisors and potential consortium partners) are encouraged to attend the Official Site Visit. The registered Bidders who are interested in participating in the Official Site Visit shall confirm their participation to the Authority at least 7 (seven) days prior to the date of

the Official Site Visit by sending the authorization letter in the format provided in Appendix-VI through e-mail to orhealth.nic.in . It will be assumed that Bidders will have accounted for all relevant factors, including technical data, market studies, actual condition of existing services etc. while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of work to be performed during the term of the Concession Agreement, irrespective of whether they have participated in the Official Site Visit or have carried out such studies or not.

2.11.2 Further, the Bidders are encouraged to undertake independent verification of the Site at their own cost and expense, and satisfy themselves of the suitability and adequacy of the Site for setting up the Project Hospital(s) and any risk involved in constructing and operating the Project Hospital(s) at the Site(s), including the risk of any environmental law liability arising out of a pre-existing contamination of the Site(s). Bidders, while preparing their Bids, should take into account the findings of such verification of the Site. Any registered Bidder who is interested in undertaking independent Site visit(s) in relation to the Phase I Projects shall be required to intimate the Authority, substantially in the format prescribed in Appendix-VII through an email to orhealth.nic.in , at least 7 (seven) days prior to the date on which such Bidder intends to undertake the said independent Site visit. *Provided that*, the Authority, in its sole discretion, reserves the right to deny/revoke such approval to a Bidder for undertaking independent Site(s) visit or permit such visit on any date other than the date selected by the Bidder.

2.12 Acknowledgement by Bidder

2.12.1 By submitting its Bid, a Bidder shall be deemed to have:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents and, that such inadequacy, error or mistake will not be the basis for any claim for compensation, damages, loss of profits or extension of time for performance of its obligations, etc. from the Authority, or the grounds for termination of the Concession Agreement (if the Bidder is declared as a Selected Bidder);
- (d) accounted for all relevant factors, including technical data, market studies, Applicable Law etc., required for submitting an informed Bid, execution of the Project and performance of all of its obligations under and in accordance with the Bidding Documents;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.9.3 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms of the Bidding Documents.

2.12.2 The Authority will not be liable for any omission, mistake or error in the Bidding Documents or on account of any matter or thing arising out of or relating to the Bidding Documents or the Bidding Process, including any error or mistake in any information or data given by the Authority or for any latent defect or liability in relation to the Site that a Bidder may discover after the award of the Bid.

2.13 Right to accept and to reject any or all Bids

2.13.1 The Authority reserves the right to verify all statements, information and documents submitted by a Bidder in response to the Bidding Documents. The Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of it, by the Authority will not relieve the Bidder of its obligations or liabilities under the Bidding Documents nor will it affect any rights of the Authority thereunder.

2.13.2 Notwithstanding anything to the contrary contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids.

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

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) the Bidder does not provide the supplemental information sought by the Authority for evaluation of the Bid within the time period as prescribed by the Authority.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected.

2.13.4 If the Highest Bidder is disqualified or rejected in accordance with Clause 2.13.3 above, then the Authority reserves the right to:

- (a) Invite all the remaining Qualified Bidders for the concerned Project (after taking into account Capacity Deduction) to match the Bid of the aforesaid Highest Bidder and award the Project in accordance with the procedure set out in Clause 2.3.6; or
- (b) take any other measure as may be deemed fit by it in its sole discretion, including annulment of the Bidding Process.

2.13.5 In case it is found during the Bidding Process or at any time before the signing of the Concession Agreement or after its execution that one or more of the Minimum Eligibility Criteria have not been met by the Selected Bidder or if it has made a material misrepresentation or has given any materially incorrect or false information, the Selected Bidder will be disqualified forthwith through a notice in writing if it has not yet been issued the LOA or entered into the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same will, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the

Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority will forfeit and appropriate the Bid Security or the Construction Performance Security and the Deemed Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority.

- 2.13.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.
- 2.13.7 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.13.8 In the event that only a single Bid is received pursuant to the Bidding Process or if only 1 (one) Bidder is found to satisfy the Minimum Eligibility Criteria, for any Project, the Authority, reserves the right to:
- (a) accept the Bid; or
 - (b) reject the Bid; or
 - (c) take any other course of action in accordance with Applicable Law.
- 2.13.9 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.14 **Contents of the RFP**

- 2.14.1 The Bidding Documents consist of Appendices I to XIII which include all the Sections indicated below, and should be read in conjunction with any Addenda or clarification that may be issued by the Authority in accordance with Clause 2.15 below.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Pre-Bid Conference
- Section 4. Preparation and Submission of Bids
- Section 5. Project Development Fee
- Section 6. Evaluation of Bids
- Section 7. Fraud and Corrupt Practices

Appendices

- I **Registration Form**
- II **Minimum Eligibility Criteria**
- III **Capacity Deduction Quantum**
- IV **Formats for Technical Bid**

ANNEXURE A.	Letter comprising the Bid
ANNEXURE B.	General Information of Bidder
ANNEXURE C.	Power of Attorney in favour of a Member of the Consortium to act on behalf of the Consortium
ANNEXURE D.	Authority for Signing of Bid
ANNEXURE E.	Bid Security
ANNEXURE F.	Technical Eligibility of Bidder
ANNEXURE G.	Financial Capacity of Bidder
ANNEXURE H	Joint undertaking
ANNEXURE I.	Power of attorney for joint undertaking
ANNEXURE J.	Experience certificate of Design Consultant
ANNEXURE K.	Bid Checklist
ANNEXURE L.	Joint Bidding Agreement

V Format for Financial Bid

VI Authorization Letter for Official Site Visit

VII Intimation for Independent Site Visit

VIII Authorization Letter for Participation in Pre-Bid Conference

IX Draft Concession Agreement for the Projects

X Calculation of Net Present Value

XI Bid Security Amounts

XII Project Development Fee Amount

XIII Form of Letter of Award

2.14.2 The Authority is not responsible for the completeness of the Bidding Documents, if they are not purchased in the manner set out in Clause 2.1.

2.14.3 Bidders are expected to review all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required under the Bidding Documents may result in rejection of their Bids on account of being non-responsive.

2.15 Clarifications

2.15.1 Any queries or requests for additional information relating to the Project should be submitted in writing by e-mail or by speed post/registered post to the officers designated below in accordance with the timelines specified in Clause 2.5. The envelopes (in case of queries/requests sent by speed post/registered post/courier) or e-mails shall clearly bear the following identification or subject, as the case may be:

“Queries/Request for Additional Information: RFP for Affordable Healthcare Project”

Attention:

Special Secretary to Govt., H&FW Deptt.
Health & Family Welfare Department, Lokaseva Bhawan,

Bhubaneswar, Odisha
Pin Code: 751001
Email: orhealth.nic.in

With a copy to:

Attention:

Dr. Jasmine Patnaik, OAS
Joint Secretary to Government
Health & Family Welfare Department, Lokaseva Bhawan, Bhubaneswar, Odisha
Pin Code: 751001
Email: orhealth.nic.in / hfw.meiisection@gmail.com
Mobile: +91-9437269444

- 2.15.2 The Authority will endeavour to respond to the queries within the period specified in Clause 2.5 above, but no later than 15 (fifteen) days prior to the Bid Due Date. The Authority will forward all queries and the Authority's responses thereto, to all Bidders without identifying the source of such queries, by email on the registered e-mail addresses of the Bidders provided in the Registration Form ("**Registered E-mail IDs**"). *Provided*, that the Authority reserves the right not to respond to any question or provide any clarification or information, in its sole discretion, and nothing in this RFP shall be read or construed as compelling or requiring the Authority to respond to any question/query or to provide any clarification or information.
- 2.15.3 The Authority may on its own motion, if deemed necessary by the Authority (in its sole discretion), issue interpretations and/or clarifications to all Bidders. All interpretations and/or clarifications issued by the Authority, shall be deemed to form part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- 2.16 Amendment of RFP**
- 2.16.1 The Authority may, at any time and for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP, the Concession Agreement or any other Bidding Document by the issuance of Addenda. *Provided that*, the Authority shall not modify the RFP, the draft Concession Agreement or any other Bidding Document for Phase I Projects after the Bid Due Date for Phase I Projects.
- 2.16.2 All Addenda will be in writing and shall be sent by the Authority to all registered Bidders on their Registered Email IDs. The Authority will not be responsible for non-receipt of any Addenda by the Bidders on account of incorrect e-mail addresses provided by them.
- 2.16.3 To allow Bidders a reasonable time for taking an Addendum into account while preparing their Bids, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date, with prior notice to the Bidders.
- 2.16.4 Notwithstanding anything to the contrary contained in this RFP, the Authority may any time, in its sole discretion, extend or amend the Bid Due Date or any other timeline by issuing an Addendum uniformly accessible to all Bidders.
- 2.17 Governing Law and Jurisdiction**

The Bidding Process will be governed by, and construed in accordance with, the laws of India and the Courts in Bhubaneswar, Odisha will have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3. PRE-BID CONFERENCE

- 3.1 A pre-Bid conference of the Bidders for Phase I Projects shall be convened on the date specified in Clause 2.5 above (“**Pre-Bid Conference**”). The time and venue for the Pre-Bid Conference will be intimated by the Authority not later than 7 (seven) days prior to the date of the Pre-Bid Conference. In case the day for the Pre-Bid Conference is an unscheduled holiday, the Pre-Bid Conference will be convened on the next working day at the same time and place.
- 3.2 A maximum of 4 (four) representatives for each Bidder (including its advisors, consultants, potential consortium partners), shall be allowed to participate in the Pre-Bid Conference on production of an authority letter from the Bidder in the format specified in Appendix-VIII (“**Conference Representatives**”). The Conference Representatives shall only be allowed to participate in the Pre-Bid Conference if the Bidder has successfully completed the Project Registration in accordance with Clause 2.1 above. No Conference Representatives of a Bidder shall be permitted to participate in the Pre-Bid Conference without proof of compliance of the conditions set out in Clause 2.1 above.
- 3.3 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 3.4 The Authority may, in its sole discretion, organize stakeholders’ conferences in addition to the Pre-Bid Conference.
- 3.5 The Bidder are advised to study the Bidding Documents completely and undertake Site visits prior to the Pre-Bid Conference.

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language

4.1.1 Every Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with their Bids may be in any other language, provided that such supporting documents and printed literature are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated in English language, may not be considered by the Authority for the purpose of evaluation. For the purpose of interpretation and evaluation of the Bid, the English language translation of supporting materials shall prevail.

4.2 Format and Signing of Bid

4.2.1 Bidders shall provide all the information required under the Bidding Documents, including this RFP. The Authority shall evaluate only those Bids that are received in the required formats specified under this RFP, and complete in all respects. In the event that any Technical Bid is found to be defective in terms of the RFP, the Authority shall inform the Bidder about the same. The Bidder shall be required to rectify the defect in the Technical Bid, within the time period as prescribed by the Authority, failing which the Bidder shall be disqualified from the Bidding Process.

4.2.2 The documents comprising the Technical Bid shall be typed and signed by the Authorized Signatory of the Bidder, who shall also initial each page of such documents (including each schedule, appendix, annexure etc. thereto). In case of published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the documents comprising the Technical Bid shall be initialed by the Authorized Signatory.

4.2.3 The Bidder shall submit as part of its Technical Bid, a power of attorney in the format set forth in Part 1 of Annexure D of Appendix-IV or a certified true copy of the resolution of its board of directors in the format set forth in Part 2 of Annexure D of Appendix-IV, in each case, authorizing the signatory of the Bid to commit the Bidder (“**Authorized Signatory**”). In case the Bidder is a Consortium, the Members thereof shall furnish a power of attorney in favour of any one Member of the Consortium in the format set forth in Annexure C of Appendix-IV.

4.3 Sealing and Marking of Bids

4.3.1 Bidders shall submit their Bids (Financial Bid and Technical Bid) in accordance with the terms contained herein, separately for each Project, in which the Bidders are interested.

4.3.2 A Bidder shall submit its Technical Bid in the format specified in Appendix-IV along with the below set documents, in a sealed envelope marked as “**TECHNICAL BID FOR [insert name of Project]**”. The Technical Bid shall include:

- (a) Letter comprising the Technical Bid (**Annexure A** of Appendix-IV);
- (b) General information of the Bidder (**Annexure B** of Appendix-IV);

- (c) Power of attorney in favour of any one Member of the Consortium, if applicable, along with the supporting documents as specified in the said format (**Annexure C** of Appendix–IV);
- (d) Power of attorney for signing of the Bid along with the supporting documents as specified in the said format or a certified true copy of the resolution of its board of directors (**Annexure D** of Appendix–IV);
- (e) Bid Security (**Annexure E** of Appendix–IV);
- (f) Technical Eligibility (substantially in the prescribed format) of the Bidder along with the supporting documents as specified in the said format (**Annexure F** of Appendix–IV);
- (g) Financial Capacity (substantially in the prescribed format) of the Bidder (**Annexure G** of Appendix–IV);
- (h) Joint undertaking by the Bidder and its Design Consultant, if required under the provisions of the RFP (**Annexure H** of Appendix–IV);
- (i) Power of attorney for signing of the joint undertaking by the Design Consultant (unless the Design Consultant is an individual), if required under the provisions of the RFP, along with the supporting documents as specified in the said format (**Annexure I** of Appendix–IV);
- (j) Experience statement of the Design Consultant, if required under the provisions of the RFP (**Annexure J** of Appendix–IV);
- (k) Bid checklist (**Annexure K** of Appendix–IV); and
- (l) A copy of the draft Concession Agreement with each page initialed by the Authorized Signatory of the Bidder.
- (m) Joint Bidding Agreement, in case of a Consortium (**Annexure L** of Appendix–IV)

The above documents comprising the Technical Bid shall be bound with the pages numbered serially.

- 4.3.3 2 (two) hard/physical copies and 1 (one) soft copy (in pdf format in one or more CDs/DVDs) of the Technical Bid along with all document comprising part of the Technical Bid, as specified in Clause 4.3.2 above, shall be placed in a separate sealed envelope marked as “**COPY OF TECHNICAL BID [insert name of Project]**”.
- 4.3.4 A Bidder shall submit its Financial Bid in the format specified in Appendix–V (1 (one) hard copy along with 1 (one) soft copy in pdf format in a CD) in a sealed envelope marked as “**FINANCIAL BID [insert name of Project]**”. The Bidder shall clearly specify (in INR), the Grant/Premium, 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.

- 4.3.5 The 3 (three) envelopes specified in Clauses 4.3.2, 4.3.3 and 4.3.4 above shall be placed in a sealed outer envelope. Each of the 4 (four) envelopes referred to in this Clause 4.3.5 shall clearly bear the following identification:

“Bid for [insert name of Project] under Government of Odisha’s Affordable Healthcare Project” and will clearly indicate the name and address of the Bidder. Additionally, the Bid Due Date must be specified on the right hand top corner of each of the envelopes.

- 4.3.6 Each of the envelopes will be addressed to:

Mr. Saroj Mishra, OAS
Special Secretary,
Health & Family Welfare Department,
Lokaseva Bhawan, Bhubaneswar
Odisha, Pin Code: 751001
Email: orhealth.nic.in/ hfw.meiisecion@gmail.com

- 4.3.7 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.

- 4.3.8 Bids submitted by fax, telex, telegram, e-mail or in any other manner other than as provided in Clause 4.3 shall not be accepted by the Authority.

- 4.3.9 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.

4.4 **Bid Due Date and time**

- 4.4.1 Bids must be submitted on or after the Bid Start Date (as notified by the Authority for each Project) but in any case before 16:00 hours (IST) on the Bid Due Date (as notified by the Authority for each Project) at the address mentioned in Clause 4.3.6 above in the manner and form as detailed in this RFP. A receipt of acceptance of Bid should be obtained from the Person specified in Clause 4.3.6 above, which shall be a conclusive proof of submission of Bid by a Bidder on or before the Bid Due Date.

- 4.4.2 The Authority may, in its sole discretion, extend the Bid Due Date (as notified by the Authority for each Project) and/or the time specified in Clause 4.4.1 above by issuing an Addendum in accordance with Clause 2.15 above, uniformly for all Bidders. In such a case, all rights and obligations of the Authority and Bidders previously subject to the original Bid Due Date and/or time will thereafter be subject to such extended Bid Due Date and/or time.

4.5 **Late Bids**

Bids received by the Authority beyond the time specified in Clause 4.4.1 above on the Bid Due Date shall be summarily rejected by the Authority. The Authority will not be responsible for any delay in receipt of Bids.

4.6 **Number of Bids and Costs**

4.6.1 No Bidder shall submit more than 1 (one) Bid for a Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be, for the Project.

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

4.7 **Modifications/ Substitution/ Withdrawal of Bids**

4.7.1 A Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid will be modified, substituted or withdrawn by a Bidder on or after the Bid Due Date other than in accordance with the provisions of this RFP.

4.7.2 The modification, substitution or withdrawal notice will be prepared, sealed, marked, and delivered in accordance with Clause 4.3 above, with the envelope being marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as the case may be.

4.7.3 Any alteration or modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded by the Authority.

4.8 **Validity of Bids**

The Bids must be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (as notified by the Authority for each Project). A Bid valid for a shorter period shall be rejected by the Authority as being non-responsive. In exceptional circumstances, prior to the expiration of the Bid validity period, the Authority may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. In the event that the Bid validity period is extended, the Bid Security shall also be extended accordingly. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

4.9 **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.

4.10 **Waiver and Release by Bidders**

It shall be deemed that by submitting its Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers including the Project Consultants and their personnel, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or any other liabilities in any way

related to or arising from the exercise of any rights and/or performance of any obligations under this RFP and under other Bidding Documents and/or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

4.11 **Bid Security**

- 4.11.1 Every Bidder shall furnish as part of its Bid, a Bid security, acceptable to the Authority, in the form of a bank guarantee in the format set out in Annexure E of Appendix IV for an amount specified in Appendix-XI for each Project (the “**Bid Security**”), that is presentable to a Scheduled Bank with a branch in Bhubaneswar.
- 4.11.2 The Bid Security shall be valid at least until 180 (one hundred and eighty) days from the Bid Due Date (as notified by the Authority for each Project). In the event that the Bid Due Date is extended by the Authority, the Bidder shall be required to extend the validity of the Bid Security in order to ensure that the Bid Security remains valid for a period of 180 (one hundred and eighty) days from the extended Bid Due Date. Further, in the event that the Bidder is the Selected Bidder for any Project, it shall be required to ensure that the Bid Security for the such Project remains valid until 10 (ten) days from the day on which the Concessionaire has submitted the Construction Performance Security for the Project in accordance with the provisions of the Concession Agreement.
- 4.11.3 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.
- 4.11.4 The Authority shall not be liable to pay any interest to a Bidder on the amount of the Bid Security.
- 4.11.5 The Bid Security of the Bidders, except the Selected Bidder, shall be returned by the Authority, without any interest, not later than 30 (thirty) days from the date of the LOA issued by the Authority to the Selected Bidder for the concerned Project.
- 4.11.6 In the event that the Bidding Process is canceled for any Project by the Authority, it shall return the Bid Security of all Bidders concerned with such Project not later than 30 (thirty) days from the date of the cancellation of the Bidding Process for such Project.
- 4.11.7 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Selected Bidder furnishing the Construction Performance Security and paying the Project Development Fee in accordance with the provisions of the Bidding Documents.
- 4.11.8 The Authority shall be entitled to forfeit and appropriate the Bid Security as damages, *inter alia*, in any of the events specified in Clause 4.11.9 below. Every Bidder, by submitting its Bid pursuant to this RFP, will be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period specified under this RFP. No relaxation of any kind on Bid Security will be given to any Bidder by the Authority.
- 4.11.9 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:

- (a) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 7 of this RFP;
- (b) if a Bidder withdraws its Bid after the Bid Due Date during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- (c) 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:
 - (i) to sign and return the duplicate copy of the LOA; or
 - (ii) to pay the Project Development Fee; or
 - (iii) to sign the Concession Agreement; or
 - (iv) to fulfill any obligation as specified in the Concession Agreement,
- (d) upon occurrence of the events set out in Clause 2.10.3.

4.11.9 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned within a period of 60 (sixty) days from the date of intimating the rejection of the Bid by Authority to the Bidder.

5. PROJECT DEVELOPMENT FEE

- 5.1 The Selected Bidder for each Project shall pay to IFC, a fee as specified in Appendix–XII for each Project Hospital forming part of such Project (“**Project Development Fee**”), on or before the date set out in the LOA and in any event, prior to the execution of the Concession Agreement.
- 5.2 The payment of the Project Development Fee to the IFC shall be made in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings (all of which will be borne by the Selected Bidder), into the bank account with the following details:

Account Name: International Finance Corporation

Bank Name: Bank of America N.A.

Address: 748, Anna Salai, Chennai – 60001 (India)

Account Number: 18163021

For Credit: IBRD

IFSC: BOFA0CND6215

Or at such other bank in such place as the IFC may designate. It is clarified that the payment of the Project Development Fee will be exempted from any taxes, duties, charges or other withholdings under the International Finance Corporation (Status, Immunities and Privileges) Act, 1958.

6. EVALUATION OF BIDS

6.1 Opening and Evaluation of Bids

- 6.1.1 The Authority shall open the Technical Bids for the Projects (for which Bids have been invited by the Authority) on the date specified in accordance with Clause 2.5 above in the presence of the Bidders who may choose to attend. The time and venue for the opening of the Technical Bids will be intimated by the Authority not later than 7 (seven) days prior to the date of the opening of the Technical Bids. In case the day for the opening of the Technical Bids is an unscheduled holiday, the Technical Bids will be opened on the next working day at the same time and place.
- 6.1.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 4.7 shall not be opened.
- 6.1.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this RFP.
- 6.1.4 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.
- 6.1.5 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.

6.2 Confidentiality

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

6.3 Tests of responsiveness

- 6.3.1 As part of the evaluation of Bids, the Authority will determine whether each Bid is responsive to the requirements of the RFP. A Bid will be considered responsive only if:
- (a) it is received as per the specified format;
 - (b) it is received along with all the prescribed documents as specified in (and in the prescribed formats) Appendix–IV;
 - (c) it includes a Financial Bid in accordance with Clause 4.3.4 above;

- (d) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof;
- (e) the Bidder has paid the Bidding Process Fee as stipulated in Clause 2.1.1(b) above;
- (f) it is signed, sealed, bound and marked as stipulated in Clause 4.3 above;
- (g) it is accompanied by the Bid Security as specified in Clause 4.11 above;
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

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

6.4 Selection of Bidder

6.4.1 The Technical Bids for all Projects (for which Bids have been invited by the Authority) will be evaluated together. For each Project, the Bidders whose Bids are considered responsive in terms of Clause 6.3 above and who fulfil the Minimum Eligibility Criteria as set forth in Appendix-II shall be declared as qualified bidders for the concerned Project (“**Qualified Bidders**”).

Thereafter, Financial Bids of only the Qualified Bidders for each Project forming part of the Phase I Projects will be opened and evaluated in the following sequence (“**Financial Bids Evaluation Sequence**”):

Project A;
 Project B;
 Project C;
 Project D;
 and so on (in case of additional projects)

6.4.2 The Qualified Bidders for the concerned Project will be invited for the opening of Financial Bids, on the date specified in accordance with Clause 2.5 above for that Project (“**Financial Bid Opening Date**”).

6.4.3 Upon award of the first Project to the Selected Bidder, the overall Technical Capacity and the overall Financial Capacity of the Selected Bidder (or in case of the Selected Bidder being a Consortium, from the overall Technical Capacity and the Financial Capacity of its Members in accordance with the proportion specified by the Consortium in Paragraph 25 of Annexure A of Appendix-IV), shall be reduced by the quantum of capacity deduction specified in Appendix-III, as applicable to the Projects (“**Capacity Deduction**”). The working of the Capacity Deduction shall be displayed to all the Bidders who have submitted a Bid for the Project(s) and are present during the evaluation of Financial Bids. For the avoidance of any doubt, the quantum of capacity to be deducted from the overall Technical Capacity and the overall Financial Capacity of the Selected Bidder (or in case of the Selected Bidder being a Consortium, from the

overall Technical Capacity and the Financial Capacity of its Members) cannot be more than the original Technical Capacity and the overall Financial Capacity such entity has.

- 6.4.4 The Technical Bids submitted by the Selected Bidder and/or its Members after Capacity Deduction, (collectively the “**Revaluated Entities**”), for all remaining Projects shall be revaluated.
- 6.4.5 If as a result of Capacity Deduction, the Revaluated Entities do not satisfy the Minimum Eligibility Criteria for other the remaining Projects for which they have submitted a Bid such Revaluated Entity shall cease to be a Qualified Bidder for each such remaining Projects.
- 6.4.6 For the purposes of Clauses 6.4.3 to 6.4.5 above, the terms “Selected Bidder” and “Members” shall be deemed to include their Associates on whose experience the Selected Bidder or Member has relied upon for the purpose of fulfilling Minimum Eligibility Criteria.
- 6.4.7 The steps contained in Clauses 6.4.3 to 6.4.5 above shall be repeated for the evaluation of the Financial Bids for the remaining Projects.
- 6.4.8 A few illustrations on Capacity Deduction (only for the ease of understanding of the Bidders) are set out below.

Illustration 1

A, a sole Bidder, has the following Technical Capacity and Financial Capacity:

Technical Capacity		
S No.	Criteria	Figure
1.	Total Licensed Beds under management	120
Financial Capacity		
S No.	Criteria	Figure
1.	Net Worth (in INR)	40 crores
2.	Average annual Turnover (in INR)	300 crores

A is a Qualified Bidder for the first and second Projects (of 200 beds each). The Minimum Eligibility Criteria for each 200-bed Project is as follows:

S No.	Criteria	Figure
1.	Total Licensed Beds under management	100
Financial Capacity		
1.	Net Worth (in INR)	20 crores
2.	Annual Turnover (in INR)	30 crores

Financial Bids for all Qualified Bidders for the first Project are opened and evaluated, and A is declared as the Selected Bidder for the first Project.

Subsequently, the quantum of Capacity Deduction as Specified in Appendix-III for 1 (one) Project will be deducted from the overall Technical Capacity and Financial Capacity of A. After such Capacity Deduction, A's revised Technical Capacity and Financial Capacity are as follows:

Revised Technical Capacity			
S No.	Criteria	Calculations	Revised Figure
1.	Total Licensed Beds under management	120 <i>minus</i> 70	50
Revised Financial Capacity			
S No.	Criteria	Calculations	Revised Figure
1.	Net Worth (in INR)	40 crores <i>minus</i> 14 crores	26 crores
2.	Average annual Turnover (in INR)	300 crores <i>minus</i> 20 cores	280 crores

After completion of Capacity Deduction for the first Project, A's Technical Bid for the second Project shall be reevaluated. Since A's revised Technical Capacity and revised Financial Capacity (Net Worth), after Capacity Deduction, is less than the Minimum Eligibility Criteria for the second Project, it shall cease to be a Qualified Bidder for the second Project and, its Financial Bid for the second Project shall not be opened and evaluated.

Illustration 2

Bid for first Project

A Consortium comprising of A and B ("**AB Consortium**"), having the following Technical Capacity and Financial Capacity, is a Qualified Bidder for the first 200-bed Project:

Technical Capacity			
S No.	Criteria	A	B
1.	Total Licensed Beds under management	150	0
Financial Capacity			
S No.	Criteria	Figure	
1.	Net Worth (in INR)	40 crores	250 crores
2.	Average annual Turnover (in INR)	100 crores	600 crores

In the AB Consortium, B is designated as the Lead Financial Member and A is designated as the Lead Technical Member.

AB Consortium, in its Technical Bid has specified the following proportion for Capacity Deduction (in case it is the Selected Bidder for the first Project):

Technical Capacity			
S No.	Criteria	A	B
1.	Total Licensed Beds under management	70	0
Financial Capacity			
S No.	Criteria	Figure	
1.	Net Worth (in INR)	0	14 crores
2.	Average annual Turnover (in INR)	0	20 crores

The Minimum Eligibility Criteria for each 200-bed Project is as follows:

S No.	Criteria	Figure
1.	Total Licensed Beds under management	100
Financial Capacity		
1.	Net Worth (in INR)	20 crores
2.	Annual Turnover (in INR)	30 crores

Opening and evaluation of Financial Bid for first Project

Financial Bids for all Qualified Bidders for the first Project are opened and evaluated, and AB Consortium is declared as the Selected Bidder for the first Project.

Subsequently, the quantum of Capacity Deduction for 1 (one) 200-bed Project as specified in Appendix-III will be deducted (in the proportion specified in the Technical Bid) from the overall Technical Capacity and Financial Capacity of the Members of the AB Consortium. After such Capacity Deduction, the revised Technical Capacity and Financial Capacity of the Members of the AB Consortium is as follows:

Revised Technical Capacity			
S No.	Criteria	Revised Figure – A	Revised Figure – B
1.	Total Licensed Beds under management	80 (150 minus 70)	0 (0 minus 0)
Revised Financial Capacity			
S No.	Criteria	Calculations	
1.	Net Worth (in INR)	40 crores (40 minus 0)	236 crores (250 minus 14)
2.	Annual Turnover (in INR)	100 crores	580 crores

		(100 minus 0)	(600 minus 20)
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Revaluation of Technical Bids of the Members of AB Consortium for remaining Projects

6.4.9 In the event that there is only 1 (one) Financial Bid eligible to be evaluated pursuant to the terms and conditions of the RFP for any Projects, the Authority shall, in its sole discretion, (a) award the project (b) invite fresh Bids for such Project, (c) annul the Bidding Process for such Project, or (d) take any other step in accordance with Applicable Laws. The evaluation of the Financial Bid for such Projects shall be deferred and such Projects shall be placed at the bottom (in the order of their original sequence) in the Financial Bids Evaluation Sequence till a decision is taken and the next Project shall be evaluated.

An illustration for the ease of understanding of the Bidders is set out below:

Original sequence for evaluation of Financial Bids

- (i) Project A;
- (ii) Project B;
- (iii) Project C;
- (iv) Project D;

There is only 1 (one) Financial Bid eligible to be evaluated for Project B and Project D. The evaluation of the Financial Bid for Project B and Project D will be deferred and the sequence for evaluation of Financial Bids shall be revised as follows:

- (i) Project A;
- (ii) Project C;
- (iii) Project B; and
- (iv) Project D

6.4.10 In the event that there are no Financial Bids eligible for evaluation for a Project, the Authority shall, in its sole discretion, (a) invite fresh Bids for such Project, (b) annul the Bidding Process for such Project, or (c) take any other step in accordance with Applicable Laws.

6.4.11 In the event that two or more Qualified Bidders for a Project quote the same amount of Bid Variable in their Financial Bids for such Project (“**Tie-Bidders**”), the Tie-Bidder having a higher number of total Licensed Beds under management shall be declared as the Selected Bidder. In the event that the number of total Licensed Beds under management for the Tie-Bidders is same, then the Tie-Bidder having a higher number of Accredited Beds under management shall be declared as the Selected Bidder. In the event that the number of Accredited Beds under management for the Tie-Bidders is same, then the Tie-Bidder having a higher Net Worth shall be declared as the Selected Bidder. In the event that the Net Worth of the Tie-Bidders is equal, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted with prior notice, in the presence of the Tie-Bidders, who choose to attend.

- 6.4.12 In the event that the Highest Bidder for a Project withdraws or is not selected for any reason, the Authority may, in its sole discretion exercise any of its rights under Clause 2.13 with respect to such Project.
- 6.4.13 After identification of the Selected Bidder for a Project, a Letter of Award (“LOA”) will be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and, fulfill any condition set out in the LOA within the time limit prescribed thereunder. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it provides in writing, an extension of time for submission thereof, without prejudice to any of its rights under the Bidding Documents or law or equity, withdraw the LOA for the concerned Project and appropriate the Bid Security of such Selected Bidder as the mutually agreed genuine pre-estimate loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the remaining Qualified Bidders for the concerned Project may be considered by the Authority for the award of such Project.
- 6.4.14 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in the LOA, subject to the fulfilment of conditions prescribed therein. The Selected Bidder shall not be entitled to negotiate or seek any deviation, modification or amendment in the draft Concession Agreement.
- 6.4.15 The Selected Bidder will be required to submit the Construction Performance Security in the form of a bank guarantee, in the manner set out under the Concession Agreement.
- 6.4.16 For avoidance of it is clarified that no Selected Bidder (whether in its individual capacity or as a part of a Consortium) shall be awarded more than 50% of the Projects being bid out at the time, subject to a maximum of 3 (three) Projects.

6.5 **Contact during Bid Evaluation**

Bids will be deemed to be under consideration immediately after they are opened and until such time the Authority makes official notification of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/representatives or the Project Consultants and their personnel in connection with matters related to the Bids under consideration.

7. FRAUD AND CORRUPT PRACTICES

- 7.1 The Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to a Bidder, if it determines that such Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, Construction Performance Security or Deemed Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 7.2 Without prejudice to the rights of the Authority under Clause 7.1 above, and the rights and remedies which the Authority may have under the LOA or Concession Agreement, or otherwise, in the event that a Bidder or the Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder will not be eligible to participate in any tender or request for proposal issued by the Government of Odisha or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the Authority and/or the GoO, from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any of the activities mentioned above.
- 7.3 For the purposes of this Clause 7, the following terms will have the meanings given to them below:
- (a) **corrupt practice** means (i) offering, giving, receiving, or soliciting, directly of value to influence the actions of any Person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process, after the issue of the LOA, or after the execution of the Concession Agreement, as the case may be, any Person in respect of any matter relating to the Project, the Bidding Process, the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority on 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 Bidding Process;

- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the participation or actions of a Person in the Bidding Process;
- (d) **undesirable practice** means (i) establishing contact with any Person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

APPENDIX – I

REGISTRATION FORM

Refer Clause 2.1.1(a)

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

Registration Form for Bidders Pursuant to the Request for Proposal for Development of Affordable Healthcare Facilities in the State of Odisha under PPP Framework

S No.	Particulars	Details (To be Provided by the Bidder)
1.	Name of the entity	
2.	Legal status of the entity (whether a company/trust/society/partnership/limited liability partnership etc.)	
3.	Address	
4.	City	
5.	Country	
6.	Postal Code	
7.	Name of the Contact Person	
8.	Designation of the Contact Person	
9.	Email-id of the Contact Person	
10	Phone Number of the Contact Person	
11	Demand Draft Number for Payment of Bidding Process Fee	
12	Name of the Bank which has drawn the aforesaid Demand Draft	
13	Branch of the Bank which has drawn the aforesaid Demand Draft	
14	Date of the aforesaid Demand Draft	

For and on behalf of [insert name of the entity]

(Signature)

Name:

Designation:

Date (DD/MM/YYYY):

APPENDIX – II

MINIMUM ELIGIBILITY CRITERIA

100 BED PROJECTS

In order to be eligible for a 100 bed Project, the Bidders are required to satisfy each of the criteria specified under Paragraphs 1, 2, and 3.

1. Technical Capacity for each 100 bed Project

The Bidder in each of the preceding 3 (three) financial years (ending March 31, 2022) has experience of operating and maintaining hospital(s) with an aggregate of at least **100 (one hundred) Licensed Beds** such that:

- (i) at least 2 (two) hospitals operated and maintained by the Bidder have 50 (fifty) or more Licensed Beds each; or
- (ii) at least 1 (one) hospital operated and maintained by the Bidder has 75 (seventy five) or more Licensed Beds.

Provided, that the hospital(s) referred to in this Paragraph 1 above shall be required to have been operated and managed as multi-specialty hospitals offering any 4 (four) of the following specialties in the last 3 (three) financial years (ending March 31, 2022):

- (i) General medicine;
- (ii) General surgery;
- (iii) Pediatrics;
- (iv) Obstetrics and gynecology;
- (v) Orthopedics;
- (vi) Anesthesiology;
- (vii) Ear, nose and throat; and
- (viii) Ophthalmology.

2. Conditions for eligibility for a 100 bed Project²

- (a) The Bidder in each of the preceding 3 (three) financial years (ending March 31, 2022) has provided the following facilities in aggregate across all its healthcare facilities:

S No.	Facility	Total Number
1.	Aggregate number of doctors (in full time employment at the hospital) in any one or more of the following specialties: (a) MD/DNB (or its equivalent) (Medicine);	6 For the avoidance of any doubt, the requirement of the aforesaid total number

² **Note to Bidders:** The Bidders are required to satisfy the conditions specified under each of the Paragraphs 2(a) and 2(b).

	(b) MS/DNB (or its equivalent) (Surgery); (c) MD/DNB/Diploma (or its equivalent) (Obstetrics and gynecology); and (d) MS/DNB/Diploma (or its equivalent) (Orthopedics).	of doctors may be satisfied by the number of doctors in any one or more specialties specified in this S No.1, and there is no minimum requirement for each of such specialties.
2.	Aggregate number of in-patient interventions/surgeries in any one or more of the following specialties: (a) Deliveries; (b) Orthopedics; (c) General surgery; and (d) Medical admissions.	2,500 For the avoidance of any doubt, the requirement of the aforesaid total number of in-patient interventions/surgeries may be satisfied by the number of in-patient interventions/surgeries in any one or more specialties specified in this S No.2, and there is no minimum requirement for each of such specialties.
3.	Neonatal intensive care unit (NICU) For the purpose of calculating the total number of NICU beds, availability of any one of the following equipment will be counted as one NICU bed: (i) Bassinets (ii) Phototherapy machine/ unit; (iii) Incubator or equivalent; (iv) Radiant warmer or equivalent; (v) Respirator/Ventilator; (vi) Oxygen hood or equivalent; or (vii) Or any other similar equipment used for care of new born.	2

- (b) The Bidder has designed itself, built itself, refurbished itself, as the case may be, or paid for designing or construction of, at least 1 (one) hospital building having a built-up area of at least 80,000 (eighty thousand) square feet, in 10 (ten) years immediately preceding the Bid Due Date.

Provided that, in the event that the Bidder does not satisfy the aforesaid requirement, then the Bidder shall, for the purpose of being considered eligible to submit a Bid, submit a joint undertaking (as part of its Bid) duly executed by it and a Design Consultant in the format prescribed in Annexure-H of Appendix-IV.

3. Financial Capacity for each 100 bed Project

S No.	Criteria	Capacity
1.	Net Worth (in INR) as of a date prior to the Bid Due Date but not earlier than March 31, 2022, based on audited financial statements.	10 crores
2.	Average annual Turnover (in INR) for immediately preceding 2 (two) financial years ending March 31, 2022. ³	15 crores

200 BED PROJECTS

In order to be eligible for a 200 bed Project, the Bidders are required to satisfy the criteria specified under each of the Paragraphs 4, 5, and 6.

4. Technical Capacity for each 200 bed Project

The Bidder in each of the preceding 3 (three) financial years (ending March 31, 2022) has experience of operating and maintaining hospital(s) with an aggregate of at least **100 (one hundred) Licensed Beds** such that:

- (i) at least 2 (two) hospitals operated and maintained by the Bidder have 50 (fifty) or more Licensed Beds each; or
- (ii) at least 1 (one) hospital operated and maintained by the Bidder has 75 (seventy five) or more Licensed Beds.

5. Conditions for eligibility for a Project (applicable for 200 bed Project Hospital)⁴

- (a) The Bidder as on the Bid Due Date has experience of operating and managing at least 1 (one) hospital which has 50 (fifty) or more Accredited Beds.

Provided, that the hospital(s) referred to in Paragraph 4 and 5(a) shall be required to have been operated and managed as multi-specialty hospitals offering any 4 (four) of the following specialties in the last 3 (three) financial years (ending March 31, 2022):

- (i) General medicine;
- (ii) General surgery;
- (iii) Pediatrics;
- (iv) Obstetrics and gynecology;
- (v) Orthopedics;

³ **Note to Bidders:** In the event that a Bidder follows a financial year cycle other than April 1st to March 31st, the Bidder shall demonstrate its average annual Turnover (in INR) for immediately preceding 2 (two) financial years as per its relevant financial year cycle, and also provide a certificate issued by its statutory auditor / independent practicing chartered accountant certifying the relevant financial year cycle adopted by such entity.

⁴ **Note to Bidders:** The Bidders are required to satisfy the conditions specified under each of the Paragraphs 5(a), 5(b) and 5(c).

- (vi) Anesthesiology;
- (vii) Ear, nose and throat; and
- (viii) Ophthalmology.

(b) The Bidder in each of the preceding 3 (three) financial years (ending March 31, 2022) has provided the following facilities in aggregate across all its healthcare facilities:

S No.	Facility	Total Number
1.	Aggregate number of doctors (in full time employment at the hospital) in any one or more of the following specialties: (a) MD/DNB (or its equivalent) (Medicine); (b) MS/DNB (or its equivalent) (Surgery); (c) MD/DNB/Diploma (or its equivalent) (Obstetrics and gynecology); and (d) MS/DNB/Diploma (or its equivalent) (Orthopedics).	8 For the avoidance of any doubt, the requirement of the aforesaid total number of doctors may be satisfied by the number of doctors in any one or more specialties specified in this S No.1, and there is no minimum requirement for each of such specialties.
2.	Aggregate number of in-patient interventions/surgeries in any one or more of the following specialties: (a) Deliveries; (b) Orthopedics; (c) General surgery; and (d) Medical admissions.	3,600 For the avoidance of any doubt, the requirement of the aforesaid total number of in-patient interventions/surgeries may be satisfied by the number of in-patient interventions/surgeries in any one or more specialties specified in this S No.2, and there is no minimum requirement for each of such specialties.
3.	Neonatal intensive care unit For the purpose of calculating the total number of NICU beds, availability of any one of the following equipment will be counted as one NICU bed: (i) Bassinets (ii) Phototherapy machine/ unit; (iii) Incubator or equivalent; (iv) Radiant warmer or equivalent; (v) Respirator/Ventilator; (vi) Oxygen hood or equivalent; or (vii) Or any other similar equipment used for care of new born.	2

- (c) The Bidder has designed itself, built itself, refurbished itself, as the case may be, or paid for designing or construction of, at least 1 (one) hospital building having a built-up area of at least 80,000 (eighty thousand) square feet, in 10 (ten) years immediately preceding the Bid Due Date.

Provided that, in the event that the Bidder does not satisfy the aforesaid requirement, then the Bidder shall, for the purpose of being considered eligible to submit a Bid, submit a joint undertaking (as part of its Bid) duly executed by it and a Design Consultant in the format prescribed in Annexure-H of Appendix-IV.

6. Financial Capacity for each 200 bed Project

S No.	Criteria	Capacity
1.	Net Worth (in INR) as of a date prior to the Bid Due Date but not earlier than March 31, 2022, based on audited financial statements.	20 crores
2.	Average annual Turnover (in INR) for immediately preceding 2 (two) financial years ending March 31, 2022. ⁵	30 crores

⁵ **Note to Bidders:** In the event that a Bidder follows a financial year cycle other than April 1st to March 31st, the Bidder shall demonstrate its average annual Turnover (in INR) for immediately preceding 2 (two) financial years as per its relevant financial year cycle, and also provide a certificate issued by its statutory auditor / independent practicing chartered accountant certifying the relevant financial year cycle adopted by such entity.

APPENDIX – III

CAPACITY DEDUCTION QUANTUM

1. Capacity Deduction on winning each Project (applicable for 100 bed Project Hospital)

(a) Technical Capacity

S No.	Criteria	Capacity
1.	Total Licensed Beds under management	70

(b) Financial Capacity

S No.	Criteria	Capacity
1.	Net Worth (in INR)	7 crores
2.	Average annual Turnover (in INR)	10 crores

2. Capacity Deduction on winning each Project (applicable for 200 bed Project Hospital)

(a) Technical Capacity

S No.	Criteria	Capacity
1.	Total Licensed Beds under management	70

(b) Financial Capacity

S No.	Criteria	Capacity
1.	Net Worth (in INR)	14 crores
2.	Average annual Turnover (in INR)	20 crores

Note to Bidders: Where the Bidder is a (a) Consortium, or (b) a sole entity which has relied on the experience of any of its Associates, Capacity Deduction shall occur in the proportion set out in the letter comprising the Bid submitted by the Bidder as per Annexure A of Appendix – IV.

APPENDIX – IV
FORMATS FOR TECHNICAL BID

ANNEXURE A OF APPENDIX-IV

LETTER COMPRISING THE BID

Dated: [●]

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

Kind Attention :- Mr Saroj Mishra, OAS

Sir,

Sub: Bid for [insert name of Project] (“Project”) under Government of Odisha’s Affordable Healthcare Project on PPP basis.

1. With reference to your RFP No. [●] dated [●], we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. We certify that we have/our Consortium has successfully completed the Project Registration. The details of the Registration Certificate is set out below:
 - (a) Registration Certificate Number: [●]
 - (b) Date of issuance of the Registration Certificate: [●]
 - (c) Name of the Person in whose favour the Registration Certificate is issued: [●]
4. This statement is made for the express purpose of evaluation of Bid for the aforesaid Project.
5. We shall make available to the Authority, any additional information the Authority may find necessary or require to supplement or authenticate the Bid.
6. 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.
7. We certify that our operational hospitals/ healthcare facilities are compliant with Applicable Laws and regulations, especially in relation to environment, health and safety including life & fire safety regulations and standards.
8. We declare that:
 - (a) we have examined, and have no reservations to, the Bidding Documents, including any Addenda issued by the Authority;
 - (b) we do not have any Conflict of Interest in accordance with Clause 2.8. of the RFP;

- (c) we have understood the mechanism for Capacity Deduction (as specified in the RFP) and agree that the Authority reserves the right to disqualify us/any member of our Consortium for the Project on account of Capacity Deduction in accordance with the provisions of the RFP;
 - (d) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any authority, central or state; and
 - (e) we have taken steps to ensure that in conformity with the provisions of Clause 7 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. We understand that the Authority may cancel the Bidding Process at any time and, that the Authority is neither bound to accept any Bid that the Authority may receive nor invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
10. We declare that we/any Member are/is not a Member of any other Consortium submitting a Bid for the Project.
11. We certify that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law for any offence committed by us or by any of our Associates.
13. 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/ key managerial personnel.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above or as per terms contained in the RFP, we shall intimate the Authority of the same immediately.
15. We acknowledge that we are qualified on the basis of the Minimum Eligibility Criteria and shall own the subscribed and paid-up equity of the SPV under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that we shall be comply with the obligations contained in the Concession Agreement in respect of change in ownership.
16. We acknowledge and agree that in the event that an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP cases to be an Associate, we shall inform the Authority forthwith along with all relevant particulars, and the Authority may, in its sole discretion, disqualify our us or withdraw the LOA, as the case may be. We further acknowledge and agree that, subject to the other

provisions of the Concession Agreement, in the event such change in control occurs after signing of the Concession Agreement but prior to the relevant lock-in period specified therein, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. We understand that the Selected Bidder shall incorporate the Concessionaire as a company under the Companies Act, 2013 prior to execution of the Concession Agreement.
18. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the determination of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. We have studied all the Bidding Documents carefully and also surveyed the site of the Project. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
21. The Grant and/or the Premium has been quoted by us after taking into consideration all the terms and conditions stated in the RFP; Concession Agreement, our own estimates of costs volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
22. We offer a Bid Security of INR [●] (Indian Rupees [●] only) to the Authority in accordance with the RFP. We understand that if the Project Development Fee, or the Performance Security are not paid in accordance with the terms of the Bidding Documents, the Authority may, without prejudice to its other rights under the Bidding Documents or at law or equity, appropriate the Bid Security as the mutually agreed genuine pre-estimate loss and damage suffered by the Authority.
23. The Bid Security in the form of a Bank Guarantee in accordance with the format specified in the RFP is attached.
24. We agree and understand that the Authority shall undertake Capacity Deduction from our overall Technical Capacity and Financial Capacity if we are declared as the Selected Bidder for the Project and, our Financial Bid for the Project shall not be opened in the event we do not meet the Minimum Eligibility Criteria pursuant to Capacity Deduction.
25. {In the event that we are declared as the Selected Bidder for the Project, the Capacity Deduction shall be undertaken from the overall Technical Capacity and Financial Capacity of the Members of our Consortium in the following proportion (applicable only in case of, (a) a Consortium, or (b) a sole entity which has relied on the experience of any of its Associates):}

S No.	Name of the Bidder/ Member/ Associate	Proportion		
		Total Beds under management (mention the number)	Licensed under the	Net Worth (in INR)
1.				
2.				

26. {We certify that we have designed, built, refurbished, as the case may be, or paid for designing or construction of, at least [1/2 ([one/two])] ⁶ hospital buildings, with at least 1 (one) hospital building having a built-up area of at least 80,000 (eighty thousand) square feet, in 10 (ten) years immediately preceding the Bid Due Date. The details of the same are as follows:} ⁷

S No.	Name and complete address of the hospital	Built up area of the hospital

27. {We have nominated the following Members as the Lead Technical Member and the Lead Financial Member (applicable only for a Consortium):

Lead Technical Member:

Lead Financial Member:}

28. {In the event that we are declared as the Selected Bidder for the Project, our shareholding in the SPV shall be as follows (applicable only in case of a Consortium):}

S No.	Name of the Member	Shareholding in the SPV (in percentage) ⁸
1.		
2.		

29. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to us or our Bid is not opened or is rejected/disqualified.

⁶ To be filled appropriately in accordance with Paragraph 2(b) or 5(c) of Appendix-II, as may be applicable.

⁷ Applicable only if the entity has the said experience and is not partnering with a Design Consultant.

⁸ Please refer to Clause 2.10.2 of the RFP for the minimum shareholding requirements.

30. We agree to keep this offer valid until the expiry of 180 (one hundred eighty) days from the Bid Due Date.
31. We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
32. Subject to the provisions of the Concession Agreement, we agree and undertake to be liable for performance of all obligations of the Concessionaire under the Concession Agreement.

In witness thereof, we submit this Bid under and in accordance with the terms of the Bidding Documents.

The capitalized terms used and not defined in this letter shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

Yours faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the of the Authorised Signatory)

Name and seal of Bidder/ Member of the Consortium who has been authorized by the Consortium to sign and submit the Bid for and on behalf of the Consortium

ANNEXURE B OF APPENDIX-IV

GENERAL INFORMATION OF BIDDER

1.
 - (a) Name:
 - (b) Country of incorporation/registration:
 - (c) Address of the corporate headquarters:
 - (d) Address of the registered office:
 - (e) In case an entity incorporated/registered outside India, address of its principal branch/establishment in India, if any,
 - (f) Date of incorporation and/ or commencement of business:
 - (g) Nature of the entity (company/trust/society etc.):
2. Brief description (in not more than 1 (one) page) 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:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members.

- (b) Information regarding the role of each Member should be provided as per table below:

No.	Name of Member	Percentage of equity in the Consortium ⁹
1		
2		

- (c) The following information shall be provided for each Member:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium/its Associate been barred by the Central/ State Authority, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		

5. A statement by the Bidder and each of the Members (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below.

(Attach extra sheets, if necessary.)

** All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder*

Note to Bidders: In the event that any Bidder / Member has relied upon the experience of its Associate in accordance with the provisions of the RFP:

- A. the information requested under paragraphs 1 – 5 above of this Annexure B of Appendix-IV shall be submitted for each Associate whose experience has been relied upon by the Bidder / Member;
- B. the Bidder / Member shall submit a certificate issued substantially in the format prescribed in Attachment 1 of this Annexure B of Appendix-IV, evidencing that such entity is an Associate of the Bidder / Member.

⁹ Please refer to Clause 2.10.2 of the RFP for minimum shareholding requirements.

ATTACHMENT 1 OF ANNEXURE B (OF APPENDIX-1V)

**CERTIFICATE FROM THE STATUTORY AUDITOR/PRACTICING
CHARTERED ACCOUNTANT EVIDENCING RELATIONSHIP OF ASSOCIATE**

(Refer Clause 2.9 of the RFP)

*[On the letter head of the statutory auditor (for a company) or a practicing chartered
accountant (for any other entity)]*

Date: [●]

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

Kind Attention :- Mr Saroj Mishra, OAS

**Subject: Confirmation of the details of [insert name of the Associate], an Associate of
[insert name of Bidder / Member]**

Sir,

1. This has reference to the request for proposal number [●] dated [●] (“RFP”) issued by the Department of Health & Family Welfare, Government of Odisha.
2. We confirm that [insert name of the Associate] is an Associate of [insert name of Bidder / Member] as per the definition of ‘Associate’ provided under the RFP.
3. A brief description of the facts by which we have concluded that [insert name of the Associate] is an Associate of [insert name of Bidder / Member] as per the definition of ‘Associate’ provided under the RFP are set out below:

[Description to be incorporated by the Statutory Auditor / Practicing Chartered Account]

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory:

Place:

Name and Seal of the Firm:

Acknowledged by:

For and on behalf of [insert name of the aforesaid entity]

(Signature of the authorized signatory)

Name:

Designation:

Date:

ANNEXURE C OF APPENDIX-IV

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

(Refer Clause 4.3.2 (c))

Whereas, the Department of Health & Family Welfare, Government of Odisha (the “**Authority**”) has invited bids from qualified bidders for the Project Hospital(s) (*as defined in the RFP*) [*insert name of the district(s)*] pursuant to Authority’s Request for Proposal No. [●] dated [●] (“**RFP**”) on public private partnership mode (the “**Project**”). 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 Concession, 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 Concession Agreement is entered into with the Authority. We shall hold [*insert shareholding in percentage*] in the Consortium in accordance with the provisions of the Concession Agreement.

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.*

ANNEXURE D OF APPENDIX-IV

AUTHORITY FOR SIGNING OF BID

(Refer Clause 4.3.2 (d))

PART 1 – POWER OF ATTORNEY

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 and on our behalf of *[insert name of the member in whose favour the other Consortium Members have issued the power of attorney as prescribed in Annexure C of Appendix IV of the RFP]*, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project Hospital(s) *(as defined in the RFP)* *[insert name of the district(s)]* pursuant to Department of Health & Family Welfare, Government of Odisha’s (“**Authority**”) Request for Proposal No. [●] dated [●] (“**RFP**”) on public private partnership mode (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.*

PART 2 – FORMAT FOR BOARD RESOLUTION

“**RESOLVED THAT** the Company may, either individually or as a member of any consortium(s), submit bid(s) for developing hospitals pursuant to Department of Health & Family Welfare, Government of Odisha’s Request for Proposal No. [●]dated [●] on public private partnership mode.”

“**RESOLVED FURTHER THAT** any one of the following persons namely, [*insert names and designations of the relevant persons*] (hereinafter collectively and individually referred to as “Authorized Persons”) be and are hereby severally authorized to do for and on behalf of the Company, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of Company’s bid(s) (either individually or as a member of any consortium(s)) for developing hospitals pursuant to Department of Health & Family Welfare, Government of Odisha’s (“**Authority**”) Request for Proposal No. [●] dated [●] on public private partnership mode, including but not limited to, signing and submission of all applications, bid(s), 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 the Company in all matters before the Authority, signing and execution of all contracts/undertakings consequent to acceptance of Company’s bid(s) including the letter of award, and generally dealing with the Authority in all matters in connection with or relating to or arising out of Company’s bid(s) and/or upon award thereof to the Company and/or till the entering into of the Concession Agreement(s) with the Authority or any entity representing the Authority.

“**RESOLVED FURTHER THAT** copy of the aforesaid resolutions, duly certified to be true by any of the aforesaid Authorized Persons, be furnished to the Authority.”

ANNEXURE E OF APPENDIX-IV

FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clause 4.11)

(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/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies/ a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of trust], and having its registered office at _____, {and acting on behalf of its Consortium comprising of [*insert the name of Consortium Members*]} (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 [*insert name of Project*] located in [*insert location*] pursuant to Authority’s Request for Proposal No. [●] dated [●] (“**RFP**”) and other bidding documents (collectively, “**Bidding Documents**”), on public private partnership mode (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 Clause 4.11 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 180 (one hundred and eighty) 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)

ANNEXURE F OF APPENDIX-IV

CERTIFICATE REGARDING TECHNICAL ELIGIBILITY¹⁰

(Refer Clause 4.3.2 (f) read with Appendix II of the RFP)

[On the letter head of the statutory auditor/ practicing chartered accountant/director (for a company) or a practicing chartered accountant (for any other entity including partnership, society, trust etc.) or partner (for a partnership) / member of the governing council (for a society)/ trustee (for a trust)]

Date: [●]

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

Kind Attention :- Mr Saroj Mishra, OAS

Subject: Certification of conditions for eligibility and Technical Capacity (as defined in the RFP) of [insert name of entity] for submission of its bid for [insert name of Project] pursuant to Department of Health and Family Welfare, Government of Odisha's Request for Proposal No. [●].

Sir,

This is to certify that [insert name of entity]:

1. has operated and maintained in each of the preceding 3 (three) financial years (ending March 31, 2022):

S No.	Name and complete address of the hospital	Number of Licensed Beds in the hospital	Number of Accredited Beds in the hospital	Specialties offered ¹¹

¹⁰ In case of a Consortium, to be submitted by each member of the Consortium whose Technical Capacity is being relied upon. In the event that the Bidder (or any Member of the Consortium) relies on the Technical Capacity of any of its Associates, this certificate will be required to be submitted by each of such Associates. Further, this certificate should be accompanied with the following supporting documents: (a) to establish the number of Licenced Beds, the registration certificate obtained under the Clinical Establishments (Registration and Regulation) Act, 2010 or any other relevant law (similar to Clinical Establishments (Registration and Regulation) Act, 2010) as applicable to the state (in India)/country in which the concerned hospitals are situated ("Clinical Establishment Certificate"), (b) to establish the number of Accredited Beds, relevant certificates issued for accreditation by NABH, entry level NABH, National Medical Commission India, JCI, Australian Council on Healthcare Standards, Accreditation Canada International, Council for Health Service Accreditation of Southern Africa, CHKS Healthcare Accreditation Quality Unit, United Kingdom or Japan Council for Quality in Health. In the event that there is a discrepancy between the figures mentioned in this certificate and the Clinical Establishment Certificate and/or the relevant accreditation certificate, whichever is lower shall be considered for the purpose of the RFP.

¹¹ Specify the specialties out of general medicine, general surgery, pediatrics, obstetrics & gynecology and orthopedics.

2. has, in each of the preceding 3 (three) financial years (ending March 31, 2022), provided the following facilities in aggregate across all its healthcare facilities:

NUMBER OF DOCTORS		
S No.	Doctors (in full time employment)	Number
1.	MD/DNB (or its equivalent) (Medicine)	
2.	MS/DNB (or its equivalent) (Surgery)	
3.	MD/DNB/Diploma (or its equivalent) (Obstetrics and gynecology)	
4.	MS/DNB/Diploma (or its equivalent) (Orthopedics)	
5.	Total (1+2+3+4)	
NUMBER OF INTERVENTIONS/SURGERIES		
S No.	Intervention	Number (per financial year)
1.	Normal deliveries	
2.	Orthopedics	
3.	General surgery	
4.	Medical admissions	
5.	Total (1+2+3+4)	
OTHER FACILITIES		
S No.	Facility	Number of beds
1.	Neonatal intensive care unit	

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory (if Statutory Auditor / Practicing CA):

Place:

Name and Seal of the Firm:

Acknowledged by¹²:

For and on behalf of [*insert name of the aforesaid entity*]

(Signature of the authorized signatory)

Name:

¹² Relevant entity to countersign as acknowledgement if this certificate is issued by Statutory Auditor / Practicing CA (as the case may be).

Designation:

Date:

ANNEXURE G OF APPENDIX-IV

CERTIFICATE REGARDING FINANCIAL CAPACITY¹³

(Refer Appendix II of the RFP)

[On the letter head of the statutory auditor (for a company) or a practicing chartered accountant (for any other entity)]

Date: [●]

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

Kind Attention :- Mr Saroj Mishra, OAS

Subject: Certification of financial capacity of [insert name of entity] for submission of its bid for [insert name of Project] 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 financial capacity (with reference to the RFP):

S No.	Financial Capacity ¹⁴	Particulars
1.	Net Worth (in INR) as of a date prior to the Bid Due Date but not earlier than March 31, 2022, based on audited financial statements.	
2.	Average annual Turnover (in INR) for immediately preceding 2 (two) financial years ending March 31, 2022. ¹⁵	

¹³ In case of a Consortium, to be submitted by each member of the Consortium whose Financial Capacity is being relied upon. In the event that the Bidder (or any Member of the Consortium) relies on the Financial Capacity of any of its Associates, this certificate will be required to be submitted on behalf of each of such Associates.

¹⁴ In the event that a Bidder or a Member of a Consortium is a foreign entity having its financial statements recorded in any currency other than INR, such Bidder or the Member will need to specify its Net Worth and the average annual Turnover (as required in this table) in INR in accordance with the reference rate of the Reserve Bank of India (as published on its official website) as on the date of submission of the Bid. In the event the Reserve Bank of India does not publish the reference rate for any currency in which the financial statements are recorded for any Bidder or Member of a Consortium, such Bidder or Member of a Consortium will be required to specify its Net Worth and the average annual Turnover (as required in this table) in INR in accordance with the currency conversion rate published by Bloomberg on www.bloomberg.com as on the date of submission of the Bid.

¹⁵ In the event that a Bidder follows a financial year cycle other than April 1st to March 31st, the Bidder shall demonstrate its average annual Turnover (in INR) for immediately preceding 2 (two) financial years as per its

The above Net Worth and Turnover have been calculated in accordance with the parameters specified for such calculation in the RFP.

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory:

Place:

Name and Seal of the Firm:

Acknowledged by:

For and on behalf of [*insert name of the aforesaid entity*]

(Signature of the authorized signatory)

Name:

Designation:

Date:

relevant financial year cycle, and also provide a certificate issued by its statutory auditor / independent practicing chartered accountant certifying the relevant financial year cycle adopted by such entity.

ANNEXURE H OF APPENDIX-IV

JOINT UNDERTAKING FOR DESIGN CONSULTANCY

(Refer Clause 4.3.2 (h))

[On a stamp paper of adequate value]

Date: [●]

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

Kind Attention :- Mr Saroj Mishra, OAS

Subject: Joint undertaking for execution of a design consultancy agreement.

Sir,

1. This has reference to the request for proposal number [●] dated [●] (“**RFP**”) issued by the Department of Health & Family Welfare, Government of Odisha (“**Authority**”).
2. Pursuant to the RFP, {[insert name of the Bidder], having its registered office at [●] (hereinafter referred to as the “**Bidder**”, which shall be deemed to mean and include its successors and permitted assigns) intends to submit a bid}¹⁶ for [insert location] (“**Project**”).
3. The Bidder desires to engage [insert name of the Design Consultant], having its registered office at [●] (hereinafter referred to as the “**Design Consultant**”, which shall be deemed to mean and include its successors and permitted assigns), to render design consultancy services for the Project in the event that the Bidder is awarded the Project by the Authority in accordance with the provisions of the RFP, and the Design Consultant wishes to be so engaged by the Bidder on the terms and conditions as mutually agreed between the Bidder and the Design Consultant, subject to the provisions of the RFP and the Concession Agreement.
4. The Bidder and the Design Consultant confirm to the Authority that the Design Consultant satisfies the minimum eligibility criteria (as set out in the RFP) of having experience of designing at least 5 (five) hospital buildings, with at least 1 (one) hospital

¹⁶ In the event that the Bidder is a Consortium, please appropriately modify (according to the number of Members in the Consortium) and use the following in place of the portion in the curly brackets in paragraph 2 of this joint undertaking:

{[insert name of the Member 1], having its registered office at [●] (hereinafter referred to as “**Member 1**”, which shall be deemed to mean and include its successors and permitted assigns) and [insert name of the Member 2], having its registered office at [●] (hereinafter referred to as “**Member 2**”, which shall be deemed to mean and include its successors and permitted assigns) (Member 1 and Member 2 are hereinafter collectively referred to as the “**Bidder**”) indent to submit a bid as a consortium}

having a built up area of at least 80,000 (eighty thousand) square feet, in 10 (ten) years immediately preceding the Bid Due Date.

5. The Bidder and the Design Consultant irrevocably and unconditionally undertake the following:
 - (a) The Design Consultant has reviewed the Bid and has provided its necessary technical inputs to the Bidder while preparing the Bid;
 - (b) In the event that the Bidder is awarded the Project by the Authority and, the SPV incorporated by the Bidder under the terms of the Bidding Documents executes the Concession Agreement with the Governor of Odisha (being represented by the Authority) as required under the RFP, the Design Consultant shall enter into a design consultancy agreement with the SPV in accordance with the provisions of the Concession Agreement; and
 - (c) In the event that the Design Consultant and the SPV fail to execute the design consultancy agreement in accordance with the provisions of the Concession Agreement, the same shall be treated as a breach of the terms of the Concession Agreement by the SPV, and the Authority shall be entitled to recover damages from the SPV and terminate the Concession Agreement subject to the provisions contained in the Concession Agreement. Further, the Authority shall reserve and retain any other right under the Concession Agreement and Applicable Law.
6. The Bidder and the Design Consultant shall not assign this undertaking (or any part hereof) without the prior written consent of the Authority. Any assignment without such consent shall be void.
7. The capitalized terms used and not defined in this undertaking shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

For and on behalf of the Bidder¹⁷

Name:

Designation:

For and on behalf of the Design Consultant

Name:

¹⁷ In the event that the Bidder is a Consortium, the Member (through its authorized signatory in whose favour it has executed the power of attorney as required under Clause 4.3.2(d) of the RFP) shall execute this joint undertaking for and on behalf of the Consortium.

Designation:

ANNEXURE I OF APPENDIX-IV

**POWER OF ATTORNEY FOR SIGNING THE JOINT UNDERTAKING FOR
DESIGN CONSULTANCY**

(Refer Clause 4.3.2 (i))

Know all men by these presents, we, [*insert name of the Design Consultant*], having our 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 and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the signing and submission of our joint undertaking (as required under the Bidding Documents (*as defined under the RFP*)) with [*insert name of Bidder/Members*] (“**Bidder**”) for the submission of bid(s) for Project Hospital(s) (*as defined in the RFP*) located in [*insert name of the locations(s)*] by the Bidder pursuant to Department of Health & Family Welfare, Government of Odisha’s (“**Authority**”) Request for Proposal No. [●] dated [●] (“**RFP**”) on public private partnership mode (the “**Project**”). The Attorney shall be authorized, for and on our behalf, for signing and submission of all applications, documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Bidder and/or the Authority, representing us in all matters before the Bidder and/or Authority, signing and execution of all undertakings, contracts and generally dealing with the Authority in all matters in connection with or relating to or arising out of the Project.

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.*

ANNEXURE J OF APPENDIX-IV

**CERTIFICATE FROM THE STATUTORY AUDITOR/PRACTICING
CHARTERED ACCOUNTANT REGARDING THE MINIMUM ELIGIBILITY OF
THE DESIGN CONSULTANT**

(Refer Clause 4.3.2 (j))

*[On the letter head of the statutory auditor (for a company) or a practicing chartered
accountant (for any other Person)]*

Date: [●]

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

Kind Attention: Mr Saroj Mishra, OAS

**Subject: Certification of the minimum eligibility requirements for the Design Consultant
(as defined in the RFP) as satisfied by [insert name of entity] for submission of a joint
undertaking with [insert name of Bidder] for [insert name of Project] pursuant to
Department of Health and Family Welfare, Government of Odisha's Request for
Proposal No. [●].Sir,**

This is to certify that [insert name of Design Consultant] has designed, at least 2 (two) hospital buildings, with at least 1 (one) hospital building having a built-up area of at least 80,000 (eighty thousand) square feet, in 10 (ten) years immediately preceding the Bid Due Date. The details of the same are as follows:

S No.	Name and complete address of the hospital	Built up area of the hospital

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory:

Place:

Name and Seal of the Firm:

Acknowledged by:

For and on behalf of [insert name of the aforesaid entity]

(Signature of the authorized signatory)

Name:

Designation:

Date:

ANNEXURE K OF APPENDIX-IV

BID CHECKLIST

No	Item	Checked by Bidder	Checked by Authority
1	3 (three) envelopes specified in Clauses 4.3.2 (Technical Bid), 4.3.3 (Copy of the Technical Bid) and 4.3.4 (Financial Bid)		
2	Letter comprising the Bid (Annexure A of Appendix–IV)		
3	General Information of Bidder (Annexure B of Appendix–IV) along with information of Members, Associates and certificate specified therein (to the extent applicable)		
4	Power of attorney in favour of a Member of the Consortium, if applicable, along with the supporting documents as specified in the said format (Annexure C of Appendix–IV)		
5	Power of attorney for signing of the Bid along with the supporting documents as specified in the said format or a certified true copy of the resolution of its board of directors authorizing the Authorized Signatory to sign the Bid (Annexure D of Appendix–IV)		
6	Bid Security in the prescribed format (Annexure E of Appendix–IV)		
7	Technical Eligibility (substantially in the prescribed format) of the Bidder along with the supporting documents as specified in the said format (Annexure F of Appendix–IV)		
8	Financial Capacity (substantially in the prescribed format) of the Bidder (Annexure G of Appendix–IV)		
9	Joint undertaking by the Bidder and its Design Consultant, if required under the provisions of the RFP (Annexure H of Appendix-IV)		
10	Power of attorney for signing of the joint undertaking by the Design Consultant (unless the Design Consultant is an individual), if required under the provisions of the RFP, along with the supporting documents as specified in the said format (Annexure I of Appendix-IV)		

11	Experience statement of the Design Consultant, if required under the provisions of the RFP (Annexure J of Appendix-IV)		
12	A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		
13	Joint Bidding Agreement, in case of a Consortium (Annexure L of Appendix-IV)		

For and on behalf of the [insert name of the Bidder]

 (Authorized Signatory of the Bidder)

Name:

Designation:

Date

ANNEXURE L OF APPENDIX-IV

Joint Bidding Agreement

(Refer Clause 2.9.2(f))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

BETWEEN

1. Limited, a company incorporated under the Companies Act, 1956/2013¹⁸ and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

¹⁸ A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) the Members shall appoint a lead financial member who shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of 10 (ten) years from the COD of Phase II (“**Lead Financial Member**”);
- (b) the Members shall appoint a lead technical member who shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 10% (ten percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of the Concession Period (“**Lead Technical Member**”);
- (c) the Lead Financial Member the Lead Technical Member and any other Member (other than the Lead Financial Member and the Lead Technical Member) whose experience will be counted towards satisfying the Minimum Eligibility Criteria and/or for Capacity Deduction (each an “**Evaluated Member**”), will be required to subscribe to and hold the issued and paid-up share capital in the SPV as specified in Clause 2.9.2(b).

5. **Joint and Several Liability**

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the Appointed Date under and in accordance with the Concession Agreement.
- 5.2 The Parties do hereby undertake and declare that the Evaluated Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Evaluated Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Evaluated Member.

6. **Shareholding in the SPV**

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 none of the Members of the Consortium shall, subject to the provisions of the Concession Agreement, be permitted to dilute their holding of the subscribed and paid-up equity share capital of the Concessionaire as specified in the letter comprising the

Bid submitted by the Consortium, until the COD of Phase-I;

- 6.3 each Evaluated Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 5% (five percent) of the subscribed and paid-up equity share capital of the Concessionaire until the COD of Phase-II;
- 6.4 the Lead Technical Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 10% (ten percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of the Concession Period;
- 6.5 the Lead Financial Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of 10 (ten) years from the COD of Phase-II; and .
- 6.6 the Lead Technical Member and the Lead Financial Member shall collectively hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 51% (fifty one percent) of the subscribed and paid-up equity share capital of the Concessionaire at all times until the expiry of 10 (ten) years from the COD of Phase-II.
- 6.7 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security

interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Appointed Date under the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not prequalified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD FINANCIAL MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD FINANCIAL MEMBER by:

(Signature)

(Name)
(Designation)
(Address)

In the presence of:

1.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX –V

FORMAT FOR FINANCIAL BID¹⁹

Financial Proposal

(Refer Clause 2.3.3)

Date: [●]

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

Kind Attention: Mr Saroj Mishra, OAS

Sub: Financial Bid for [insert name of Project] (“Project”) pursuant to Department of Health & Family Welfare, Government of Odisha’s (“Authority”) Request for Proposal No. [●] dated [●] (“RFP”).

Dear Sir,

1. With reference to your RFP we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. We hereby submit our Financial Bid as specified in Annexure-I of this letter. We agree and understand that the amounts specified in the Annexure-I will be disbursed in accordance with the terms and conditions of the Concession Agreement.
3. We agree to keep this offer valid for until the expiry of 180 (one hundred and eighty) days from the Bid Due Date.
4. We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

(Name and seal of Bidder/Lead Financial Member)

¹⁹ Note to Bidders: To be submitted for each Project Hospital the Bidder intends to submit a Bid for. In the event that a SPV is required to pay Premium to the Authority in accordance with the Financial Bid and provisions of the Concession Agreements such Premium shall be paid by the SPV on Scheduled Milestones.

Note to Bidders:

Annexure – I of Appendix – V

Note to the Bidders: Please refer to Clause 2.3.5 for instructions in relation to the Financial Bid. The Grant is required to be quoted as a negative number and Premium is required to be quoted as a positive number.

Applicable to the following Project A

Location: Angul

(A) Tranche	(B) Estimated years from the Effective Date (as defined in the Concession Agreement) for NPV Calculation	(C) Maximum Capital Grant Available	(D) Capital Grant Requested, if any (Amount in INR)	(E) Maximum Operational Grant Available*	(F) Operational Grant Requested, if any* (Amount in INR)	(G) Premium to be paid to Authority, if any (Amount in INR)
1		-78,03,00,000	(To be quoted)	N/A		
2	3			-8,97,00,000*	(To be quoted)	(To be quoted)
3	4			-11,30,00,000*	(To be quoted)	(To be quoted)
4	5			-13,50,00,000*	(To be quoted)	(To be quoted)
5	6			-17,34,00,000*	(To be quoted)	(To be quoted)
6	7			-18,71,00,000*	(To be quoted)	(To be quoted)

Applicable to Project B

Location: Barbil

(A) Tranche	(B) Estimated years from the Effective Date (as defined in the	(C) Maximum Capital Grant Available	(D) Capital Grant Requested, if any (Amount in INR)	(E) Maximum Operational Grant Available	(F) Operational Grant Requested, if any (Amount in INR)	(G) Premium to be paid to Authority, if any (Amount in INR)
----------------	---	--	---	--	--	---

	Concession Agreement) for NPV Calculation					
1		-78,03,00,000	(To be quoted)	N/A		
2	3			-8,97,00,000	(To be quoted)	(To be quoted)
3	4			-11,30,00,000	(To be quoted)	(To be quoted)
4	5			-13,50,00,000	(To be quoted)	(To be quoted)
5	6			-17,34,00,000	(To be quoted)	(To be quoted)
6	7			-18,71,00,000	(To be quoted)	(To be quoted)

Applicable to Project C

Location: Bhadrak

(A) Tranche	(B) Estimated years from the Effective Date (as defined in the Concession Agreement) for NPV Calculation	(C) Maximum Capital Grant Available	(D) Capital Grant Requested, if any (Amount in INR)	(E) Maximum Operational Grant Available	(F) Operational Grant Requested, if any (Amount in INR)	(G) Premium to be paid to Authority, if any (Amount in INR)
1		-38,68,00,000	(To be quoted)	N/A		
2	3			-7,01,00,000	(To be quoted)	(To be quoted)
3	4			-8,39,00,000	(To be quoted)	(To be quoted)
4	5			-10,60,00,000	(To be quoted)	(To be quoted)
5	6			-13,46,00,000	(To be quoted)	(To be quoted)
6	7			-14,49,00,000	(To be quoted)	(To be quoted)

Applicable to Project D

Location: Jharsuguda

(A) Tranche	(B) Estimated years from the Effective Date (as defined in the Concession Agreement) for NPV Calculation	(C) Maximum Capital Grant Available	(D) Capital Grant Requested, if any (Amount in INR)	(E) Maximum Operational Grant Available	(F) Operational Grant Requested, if any (Amount in INR)	(G) Premium to be paid to Authority, if any (Amount in INR)
1		-38,68,00,000	(To be quoted)	N/A		
2	3			-7,01,00,000	(To be quoted)	(To be quoted)
3	4			-8,39,00,000	(To be quoted)	(To be quoted)
4	5			-10,60,00,000	(To be quoted)	(To be quoted)
5	6			-13,46,00,000	(To be quoted)	(To be quoted)
6	7			-14,49,00,000	(To be quoted)	(To be quoted)

*** Note to Bidders (applicable to all four projects):**

- (i) The amount quoted by the Bidder in Column F of row 2 shall be pro-rated basis the number of days between the COD of Phase – I and end of the financial year in which the COD of Phase – I occurs.***
- (ii) The amount quoted by the Bidder in Column F of row 3, 4, 5 and 6 will apply to each financial year commencing from the start of the next financial year (i.e. the financial year immediately succeeding the financial year in which COD of Phase – I occurs).***
- (iii) The balance amount quoted by the Bidder in Column F of row 2 and not paid after the end of the financial year in which the COD of Phase – I occurs shall be payable with respect to the sixth financial year (i.e. the financial year in which the fifth anniversary of COD of Phase – I will occur).***
- (iv) The actual amount of Operational Grant payable shall be further subject to Clause 26.3.1 and 26.6.1 of the Concession Agreement.***

Illustration:

For example, the Operational Grant quoted by the Bidder for Project A is as follows:

<i>Tranche of Operational Grant</i>	<i>Maximum Operational Grant available for Project A (in INR)</i>	<i>Operational Grant Requested by the Bidder (in INR)</i>
<i>Tranche 1</i>	<i>-8,97,00,000</i>	<i>-8,00,00,000</i>
<i>Tranche 2</i>	<i>-11,30,00,000</i>	<i>-11,00,00,000</i>
<i>Tranche 3</i>	<i>-13,50,00,000</i>	<i>-13,00,00,000</i>
<i>Tranche 4</i>	<i>-17,34,00,000</i>	<i>-17,00,00,000</i>
<i>Tranche 5</i>	<i>-18,71,00,000</i>	<i>-18,00,00,000</i>

The COD of Phase – I for Project A is achieved on December 31, 2025. In such an event, the Operational Grant shall be payable in the following manner:

<i>Tranche of Operational Grant</i>	<i>Operational Grant Requested by the Bidder (in INR)</i>	<i>Period</i>	<i>Amount of Operational Grant payable (in INR)*</i>
<i>Tranche 1</i>	<i>-8,00,00,000</i>	<i>From January 1, 2026 to March 31, 2026</i>	<i>2,00,00,000</i>
<i>Tranche 2</i>	<i>-11,00,00,000</i>	<i>From April 1, 2026 to March 31, 2027</i>	<i>11,00,00,000</i>
<i>Tranche 3</i>	<i>-13,00,00,000</i>	<i>From April 1, 2027 to March 31, 2028</i>	<i>13,00,00,000</i>
<i>Tranche 4</i>	<i>-17,00,00,000</i>	<i>From April 1, 2028 to March 31, 2029</i>	<i>17,00,00,000</i>
<i>Tranche 5</i>	<i>-18,00,00,000</i>	<i>From April 1, 2029 to March 31, 2030</i>	<i>18,00,00,000</i>
<i>Tranche 6</i>	<i>-</i>	<i>From April 1, 2030 to March 31, 2031</i>	<i>6,00,00,000</i>

** The actual amount of Operational Grant payable shall be further subject to Clause 26.3.1 and 26.6.1 of the Concession Agreement.*

APPENDIX – VI

AUTHORIZATION LETTER FOR OFFICIAL SITE VISIT

(Refer Clause 2.11.1)

[On the Letterhead of the Bidder]

Date: [●]

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

Subject: Authorization for Official Site Visit

Sir,

We, *[insert the name of the Bidder]*, hereby authorize the persons set out below to participate in the official site visit for *[insert name of Project]* on *[insert date]* being organized by the Department of Health and Family Welfare, Government of Odisha (“**Authority**”), for and on our behalf, pursuant to the Authority’s Request for Proposal No. [●] (“**RFP**”):

S No.	Name	Designation
1.		
2.		
3.		
4.		
5.		

We confirm to the Authority that we have duly completed the Project Registration in accordance with Clause 2.1.1 of the RFP.

For and on behalf of *[insert the name of the Bidder]*

Authorized Signatory

Name:

Designation:

APPENDIX – VII

INTIMATION FOR INDEPENDENT SITE VISIT²⁰

(Refer Clause 2.11.2)

[On the Letterhead of the Bidder]

Date: [●]

To,
Chief District Medical Officer
[insert name of the district]
[Insert address]

Subject: Intimation for Independent Site Visit

Sir,

We, *[insert the name of the Bidder]*, hereby intimate you that the persons set out below will undertake an independent site visit on *[insert date]* in accordance with Clause 2.11.2 of the Request for Proposal No. [●] issued by the Department of Health and Family Welfare, Government of Odisha (“RFP”), for and on our behalf:

S No.	Name	Designation
1.		
2.		
3.		
4.		
5.		

We confirm that we have duly completed the Project Registration in accordance with Clause 2.1.1 of the RFP.

For and on behalf of *[insert the name of the Bidder]*

Authorized Signatory

Name:

Designation:

²⁰ Note to the Bidders: Please send a scanned copy of this form, duly filled and completed, to the concerned Chief District Medical Officer in accordance with Clause 2.9.2 of the RFP.

APPENDIX – VIII

**AUTHORIZATION LETTER FOR PARTICIPATION IN THE PRE BID
CONFERENCE**

(Refer Clause 3.2)

[On the Letterhead of the Bidder]

Date: [●]

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

Subject: Authorization for Attending the Pre-Bid Conference

Sir,

We, *[insert the name of the Bidder]*, hereby authorize the persons set out below to participate in the pre-bid conference, for and on our behalf, pursuant to Department of Health & Family Welfare, Government of Odisha's Request for Proposal No. [●] dated [●] ("RFP"):

S No.	Name	Designation	Entity
1.			
2.			
3.			
4.			

We confirm that all the requirements under Clause 2.1.1 of the RFP have been satisfied.

For and on behalf of *[insert the name of the Bidder]*

Authorized Signatory

Name:

Designation:

APPENDIX –IX
DRAFT CONCESSION AGREEMENT FOR PROJECTS

[Provided Separately to the Bidders]

APPENDIX –X

CALCULATION OF NET PRESENT VALUE

(Refer Clause 2.3.5)

Column No.		1	2	3	4	5	6	7
A	Years Post Effective Date (n)	1	2	3	4	5	6	7
B	Bid Value quoted by Bidder (V)	v1 (Capital Grant as quoted by the Bidder)		v3 (Operational Grant / Premium) (as quoted by the Bidder)	v4 (Operational Grant / Premium) as quoted by the Bidder)	v5 (Operational Grant / Premium) as quoted by the Bidder)	v6 (Operational Grant / Premium) as quoted by the Bidder)	v7 (Operational Grant / Premium) as quoted by the Bidder)
C	Present Value (PV)			PV3	PV4	PV5	PV6	PV7
D	Present Value Formula	$PV = \frac{v_n}{(1+8/100)^{n-1}}$						
E	Net Present Value (NPV) of Grant -E	$PV (E) = \text{Sum (Capital Grant + (Add) PV for all tranches for the which Operational Grant has been sought)}$						
F	Net Present Value (NPV) of Premium (if any) -F	$PV (F) = \text{Sum (Add PV for all tranches for the which Premium has been offered)}$						
G	Net Present Value (NPV) or "Bid Value"	$NPV = \text{Sum [PV (E) + PV (F)]} = G$						

Where:

- "n" means the year(s) post Effective Date (as specified in Row A);
- "v" means the value quoted by the Bidder for the relevant tranche of Operational Grant and Capital Grant;
- "PV" is the present value (as specified in Row C).
- Discount rate of 8% will be used to calculate Present Value

APPENDIX –XI

BID SECURITY AMOUNTS

(Refer Clause 4.11.1)

The amounts for Bid Security to be submitted by the Bidders for Phase I Projects in accordance with the provisions of the RFP are set out below.

S No.	Project Hospital Location	District	Project	Amounts in INR
1.	Angul	Angul	Project A	82,00,000 (Eighty Two Lakh only)
2.	Barbil	Keonjhar	Project B	82,00,000 (Eighty Two Lakh only)
3.	Bhadrak	Bhadrak	Project C	46,00,000 (Forty Six Lakh only)
4.	Jharsuguda	Jharsuguda	Project D	46,00,000 (Forty Six Lakh only)

APPENDIX –XII

PROJECT DEVELOPMENT FEE AMOUNTS

(Refer Clause 5.1)

The amounts for Project Development Fee to be submitted by the Bidders for Phase I Projects in accordance with the provisions of the RFP are set out below.

S No.	Location	District	Amount in INR
1.	Angul	Angul	82,00,000 (eighty two lakh only)
2.	Barbil	Kendujhar	82,00,000 (eighty two lakh only)
3.	Bhadrak	Bhadrak	46,00,000 (forty six lakh only)
4.	Jharsuguda	Jharsuguda	46,00,000 (forty six lakh only)

APPENDIX –XIII

FORM OF LETTER OF AWARD

(Refer Clause 6.4.13)

Ref. No.: [●]

Date: [●]

From

To *[insert name of Bidder]*

Kind Attention:

Subject: Letter of Award (“LOA”) for *[insert name of Project]* located in *[insert location]* (“Project”) pursuant to Request for Proposal No. [●] dated [●] and as amended from time to time (“RFP”) issued by the Department of Health & Family Welfare, Government of Odisha (“Authority”).

Sir,

1. We are pleased to inform you that pursuant to the evaluation of your Bid dated [●] for the Project, submitted in response to the RFP, you have been selected as the Selected Bidder.
2. The award of the Project to you is subject to your compliance of the following:
 - (a) Payment of the Project Development Fee for the Project (as set out in the RFP) to the International Finance Corporation within [●] ([●]) days from the date of this LOA, but in any event, prior to the execution of the Concession Agreements for the Project Hospitals;
 - (b) Incorporation of SPV for each Project Hospital in accordance with the provisions of the Bidding Documents and execution of the Concession Agreement for each Project Hospital with the Authority in accordance with the provisions of the Bidding Documents within 45 (forty five) days from the date of this LOA;
 - (c) Submission of the Construction Performance Security in accordance with the provisions of the Bidding Documents within 30 (thirty) days of execution of the respective Concession Agreement. Until such time the Construction Performance Security is provided in terms of the respective Concession Agreement and the same comes into effect, the Bid Security shall remain in force and effect;
 - (d) All other terms and conditions of the Bidding Documents (as applicable).
3. Any failure by you to comply with the conditions set out in paragraph 2 above within the timelines mentioned therein, shall be grounds for your disqualification, and shall entitle

the Authority, in its sole discretion, to withdraw this LOA and to annul the award of the Project to you pursuant to this LOA, in addition to its rights under law or otherwise, including the right to invoke the Bid Security and appropriate the same.

4. You are hereby requested to sign and return the duplicate copy of this LOA to the office of the undersigned, as acknowledgement of this LOA, latest within 7 (seven) days of the receipt of this LOA, failing which the Authority shall, in its sole discretion, be entitled to withdraw this LOA and annul the award of Project to you pursuant to this LOA, in addition to its rights under law or otherwise, including the right to invoke the Bid Security and appropriate the same.
5. Capitalized terms used in this LOA but not defined herein, shall have the meaning ascribed to such terms under the RFP and other Bidding Documents.

Sincerely,

For Department of Health & Family Welfare, Government of Odisha
