सेंट्रल कोलफील्ड्स लिमिटेड
(कोल इंडिया की अनुषंगी इकाई)
दरभंगा हाउस रांची- 834 029
CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
CIVIL ENGINEERING DEPARTMENT
DARBHANGA HOUSE, RANCHI 834 029
दूरभाष/Phone : 0651-2360129, 0651-2365511
वेबसाइट/Website : https://www.centralcoalfields.in
Email Id- gmcivilcclranchi@gmail.com

CCL

A miniratna cat-I company

No. GM(C)/2021-22/377 Dated 6th Sept'2021

Pre-NIT Notice

1. Central Coalfields Limited, A Subsidiary of Coal India Limited, a Government of India Undertaking envisages to select a **Healthcare Agency** for **Construction and Operation of 200 bed Super specialty (Neuroscience and Cardiology) Hospital in Ranchi** to provide super specialty health care services to the employees of CIL and people of Jharkhand and nearby states.

2. CCL invites prospective bidders to submit their **suggestion/view/comments/feedback** online through its e-procurement portal https:\\coalindiatenders.nic.in on the following:
   (i) Draft Request for Proposal (RFP)
   (ii) Draft Project Agreement

3. **Time Schedule of Tender:**

Sl. No	Particulars	Date	Time
a.	Pre- NIT e-Publication date	07.09.2021	16:00 hours
b.	Document download start date	08.09.2021	11:00 hours
c.	Document download end date	25.09.2021	17:00 hours
d.	Start date for submission of suggestion/view/comments/feedback	08.09.2021	11:00 hours
e.	End date for submission of suggestion/view/comments/feedback	25.09.2021	17:00 hours
f.	Date of Conference and presentation from prospective Bidders	20.09.2021	11:00 hours
g.	Date of opening of suggestion/view/ comments/ feedback	27.09.2021	17:00 hours

4. The draft Tender Documents i.e. RFP and Project Agreement are available for downloading on the e-Procurement portal of CIL (https//coalindiatenders.nic.in). The prospective bidders are requested to go through the documents and submit the following:
   a. Suggestion/view/comments/feedback in draft Request for proposal (RFP) document and draft project agreement.
   b. Tentative Project cost for construction of 200 bed Super specialty Hospital building and procurement & installation of all necessary equipment. **However, this will not form a parameter for evaluation of bid to be invited subsequently.**

   Note: It will be CCL's discretion to act upon the Suggestion/view/comments/feedback provided by prospective bidders.

5. There is no application fee

6. **For Site visit of location of work and other relevant queries, the prospective bidder(s) may contact:**

   a. General Manager (Civil)/HoD – 08987784139
   b. CMS, CCL Ranchi - 08757777737
   c. General Manager (Civil)/TC – 07004605049
   d. Assistant Manager (Civil)/TC - 7992415344

7. **Eligible Bidders:**

   The invitation for submission of suggestion/view/comments/feedback in draft Request for proposal (RFP) document and draft project agreement is open to prospective Bidders, who is either a Not for Profit Companies incorporated under Section 8 of the Companies Act 2013 or a Society, Trust, NGO under The Indian Trusts Act, 1882 or The Societies Registration Act, 1860 and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

8. **Online Submission**:

   a. (i). In order to submit the views/comments, the bidders have to get themselves registered online on the e-Procurement portal of CIL (**https://coalindiatenders.nic.in**) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bid-der himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.

   (ii). The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.

   b. Documents: The following documents are to be uploaded in Cover-I by the bidder while submitting his/her/their suggestion/view/comments/feedback.

   i. Memorandum and Articles of Association, other incorporation documents, and documentary proof confirming that the Bidder is constituted as a not for profit organization. Bidder will be required to submit Section 12A certification, 80G certification, FCRA certification (if available), PAN card, GST registration (CA certificate in case of GST unregistered bidder)
   ii. Their **suggestion/view/comments/feedback** on draft RFP and Project Agreement in tabulated format.
   iii. Tentative Project cost for construction of 200 bed Super specialty Hospital building and procurement & installation of all necessary equipment. **However, this will not form a parameter for evaluation of bid to be invited subsequently.**

9. The Pre-NIT Meet/Conference will be held on 20/09/2021 at 11:00 AM at Darbhanga House, CCL HQ, Ranchi or though Video conferencing (VC). Interested Parties/Firm(s)/organization(s) are requested to depute their authorised representatives (who are competent to discuss on the NIT, technical specification and other terms & conditions) on the scheduled date & time at the venue or through video conferencing. Participants, who want to join from Video Conferencing System (VC End Point), should intimate their company details with contact no. & email-id at least 03 days prior to Pre-NIT meet/ conference date to share the video conferencing link.

Note: - It is not mandatory for a bidder to participate in Pre-NIT process to be eligible for participation in the NIT process. However, this is to facilitate the deliberations for the preparation of tender document.

S/d on 06.09.2021

General Manager (Civil)/HoD
CCL Ranchi

Copy for kind information to:

1. The Director (Tech.)(P&P), Dir.(T/O), Dir. (Fin.), Dir.(Pers.), CCL, Ranchi.
2. The C.V.O., CCL, Ranchi.
3. T.S. to C.M.D., CCL, Ranchi.
4. General Manager (P&P), C.C.L., Ranchi.
5. GM(Administration), CCL Ranchi
6. GM(Legal), CCL Ranchi
7. GM(Fin)/IC, CCL Ranchi
8. CMS, GNH0, Ranchi General Manager, N.K Area.
9. General Manager (Civil)/TC, CCL, Ranchi
10. General Manager (System), Corporate Nodal Officer, CCL, Ranchi.
11. General Manager (Fin.)(FPC)/ (CFC), CCL, Ranchi.
12. NOTICE BOARD.

Request for Proposal
for
Selection of Organization for Construction and Operation of a Super Specialty Hospital at Kanke, Ranchi

Central Coalfields Limited

Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by Central Coalfields Limited (CCL) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by CCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which 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. CCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

CCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP. CCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The 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 CCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CCL 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.

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GLOSSARY

Annual shall refer to the period of time corresponding to a Financial Year.

Annual Expenditure shall refer to the expenses related to the Project incurred during a Financial Year which will be in line with the Project's Annual Budget Forecast.

Annual Revenue shall refer to the total income generated by the Project by the sale of goods or services and from subcontracting arrangements relating to the Project during a Financial Year, wherein, the services shall comprise all clinical, non clinical services offered by the Project. Annual Revenue shall include revenues from the Self-Paying Patients, Government Insurance Scheme Patients and from the Government Referred Patients. Additionally, Annual Revenue shall also comprise funds/donations received/collected by the Healthcare Agency for the Project.

Annual Viability Gap Funding shall have the meaning as indicated in Clause 1.1.5 of this RFP.

Accounting Year or **Financial Year** shall mean the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year; or any duration specified by a Government of India notification which amends the period of accounting year or the financial year.

Agreement shall mean the Project Agreement which is a part of this RFP

Appointed date is within 15 days of receipt of acceptance towards the Letter of Award from the Healthcare Agency when the Project Agreement is signed.

Authority shall have the meaning as indicated in Clause 1.1.3 of this RFP

Bid means the documents in their entirety submitted by the Selected Bidder in response to the Notice Inviting Tender (NIT) and in accordance with the provisions thereof.

Bidding Process as indicated in Clause 1.2.1 of this RFP**.**

Bid Securing Declaration shall mean a securing declaration that must be submitted by a Bidder along with its Bid as defined in RFP.

Construction shall mean, unless the context requires otherwise, investigation, designs and drawings, developing, monitoring, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to construction of the Project, (including procurement, installation, testing, commissioning of all medical and non-medical equipment) and "**Construct**" shall be construed accordingly.

Effective Date The date on which the Parties have both fulfilled the Conditions Precedent and have declared Effective Date in accordance with Clause 5.3.3 of Project Agreement

Good for Construction Drawings shall mean the construction drawings in-line with prescribed specifications and are good to carry out the related construction work

Healthcare Agency shall mean the Selected Bidder for execution of the Project.

Management Honorarium as defined in Clause 1.1.5 of this RFP.

Operations and Maintenance or "**O&M**" shall mean the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of medical and non-medical services and facilities, collection of user charges maintaining sub-contractual vendor relationships which is further detailed in the Article 13 of the Project Agreement. It shall refer to Phase I O&M or Phase II O&M, or both as the context may require.

Parties shall mean the parties to this Agreement and "Party" shall mean any one of them, as the context may admit or require.

Phase I Commercial Operation Date (COD)- The date on which the Healthcare Agency has fulfilled the conditions specified in the Project Agreement and the Independent Monitor(s) has approved and certified such fulfilment with respect to Phase I of the Project in accordance with Article 5.4.6 and Article 11.2 & 11.3of Project Agreement.

Phase I O&M Period – It shall refer to the period starting from the Phase I COD till end of Project Period or expiry of the Project Agreement whichever is earlier.

Phase I Required Commercial Operation Date (COD)- The date falling on the 2 years from the Effective Date when Phase 1 facilities are required to be constructed and become operational.

Phase II Commercial Operation Date (COD)-The date on which the Healthcare Agency has fulfilled the conditions specified in the Project Agreement and the Independent Monitor(s) has approved and certified such fulfilment with respect to the Project in accordance with Article 5.4.6 and Article 11.2 & 11.3of the Project Agreement.

Phase II O&M Period - It shall refer to the period starting Phase II COD till end of Project Period or expiry of the Project Agreement whichever is earlier

Phase II Required Commercial Operation Date (COD)- The date falling on 3 years from the Effective Date when Phase II facilities are required to be constructed and become operational.

Project shall mean the design, Construction, Commissioning, Operation and Maintenance of a 200 bed super-specialty hospital in two phases (i.e. Phase I and Phase II), each of which will consist 100 beds for the duration of the Project Period and comprising the scope mentioned under Clause 1.1.5 of this RFP and terms and conditions detailed in the Project Agreement.

Project Period- It shall refer to the period starting from the Appointed Date and lasting till 17 years from the Effective Date or expiry of the Project Agreement, whichever is earlier.

Project Support Period – It shall refer to the period starting from the Phase I COD till 31st March of that Financial Year and continued till the following 5 Financial Years or expiry of the Project Agreement whichever is earlier.

Required Effective Date is the date falling on the 60th calendar day from the Appointed Date or as may be extended by the Parties in accordance with the Project Agreement.

Selected Bidder shall mean the individual entity which has been issued the Letter of Award by the Authority for implementing this Project pursuant to the Bid.

1. INTRODUCTION

1.1 Background

1.1.1 Central Coalfields Limited, Ranchi, Jharkhand is a Category-I Mini Ratna Company and a subsidiary of Coal India Limited (CIL) a public sector undertaken by Ministry of Coal, Government of India. CCL (formerly National Coal Development Corporation Ltd) has played a pioneering role in India's coal industryby introducing large-scale mechanization and modern and scientific methods of coal mining. It has created new opportunities of industrialization and employment by contributing towards growth of new coal resources in the outlying areas.

1.1.2 In addition to its core functions, CCL has a vision to improve health care facility forthe people of Jharkhand along with its own employees. The existing patient care facility in CCL includes 19 Hospitals with outpatient, inpatient services, diagnostic services and different specialties in different Hospitals. CCL has two central hospitals at Ranchi and Nai Sarai equipped with all modern facilities for Testing, Diagnosis and Treatment. In addition, it supports regional hospitals at Kargali, Dhori, Katahara, Rajhara (Daltonganj), Dakra and Kedla. CCL also provides dispensary services for immediate medical aid at each Project. CCL published Health magazine under Medical services of Central Coalfields Limited named 'Aarogyata the e-Health magazine' in 2016 including health related facts for general awareness with case reports.

1.1.3 As part of this endeavour, CCL (hereinafter also referred to as "**Authority**") has decided to develop a super specialty hospital for Cardiology and Neurosciences in Ranchi. CCL has, therefore, decided to carry out the Bidding Process for selection of an organization to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	**Overview of scope of the Project**
Selection of Organization for Construction and Operation of a Super Specialty Hospital at Kanke, Ranchi	Prepare DPR, Design, build, operate and maintain, successfully run and transfer a 200-bed Super specialty (Neuroscience and Cardiology) Hospital in Ranchi (For further details on the scope of work, please refer Clause 1.1.5)

The Authority intends to award the Project through an open competitive Bidding Process in accordance with the procedure set out herein.

1.1.4 The Selected Bidder (the "**Healthcare Agency**") shall be responsible for development, management, and operation and maintenance of the Project under and in accordance with the provisions of the project agreement (the "**Project Agreement**") to be entered into between the Selected Bidder and CCL in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.5 The scope of work will broadly include the design and construction of a 200 bed super-specialty hospital in two phases (i.e. Phase I and Phase II), each of which will comprise 100 beds. The Healthcare Agency may engage a construction sub-contractor for construction of the Project vide EPC mode and the Healthcare Agency will be paid as per the milestones and terms and conditions indicated in the Project Agreement. The selected Healthcare Agency shall remain responsible for operation and maintenance (O&M) of the Project in accordance with the terms of the Project Agreement starting from Phase I COD and continued thereafter till the end of the Project Period, which could further be extended depending upon mutual terms. The Capex on procurement of

medical and non-medical equipment will be provided by the Authority. Further, the Authority shall pay viability gap funding and management honorarium during the Project Support Period post which the Healthcare Agency shall be responsible to make itself self-sustainable. The detailed terms and conditions are set forth in the Project Agreement, including the scope of services and other terms and conditions, and include as follows:

1 The Authority will provide 12-acre land parcel as its initial contribution, free from encumbrances, at Kanke, Ranchi for the construction of super specialty Hospital.

2 The Healthcare Agency will be responsible for preparation of DPR and getting the same approved from the Authority, followed by detailed engineering design, preparation of Good for Construction Drawings and getting the same approved by the Authority, seeking various approvals for construction from related agencies, getting the hospital constructed through a construction contractor to be appointed by the Healthcare Agency in a transparent and competitive manner, maintain transparency in dealings with all external parties, arrange for the necessary approvals and completion certificates from concerned agencies. The construction of the Project may be carried out on EPC mode and to be funded by the Authority as per payment terms indicated in the Project Agreement

3 After completion of construction and commissioning of the respective phases of the Project, the Healthcare Agency shall operate and maintain the same till end of Project Period, which could further be extended depending upon mutual terms. The Healthcare Agency shall also be responsible for expansion and rehabilitation of the Project, as needed in accordance with the terms and conditions of the ProjectAgreement.

4 The Construction work is envisaged to be completed in 2 phases comprising a total of 200 beds, [Phase-1 with 100 beds to be completed and commissioned in 2 years from Effective Date and Phase-2 with another 100 beds to be completed and commissioned in 3 years from Effective Date;].

5 The Hospital is envisaged to be a super specialty Hospital with a focus on Cardiology, Pulmonology and allied specialties as necessary (indicated in Project Agreement – Schedule-1A) covering at least the following and others as necessary- Neurology, Neurosurgery, Nephrology. It is clarified that the super specialty refers to tertiary level of care and specialty refers to at least secondary level of care. The Healthcare Agency is encouraged to undertake further market studies for providing additional related services.

6 The Hospital services to be provided shall include, but not limited to Cath lab, ICU, Imaging and Radiology Xray, CT, MRI, Ultrasound, Laboratory Medicine, Non Interventional cardiology- ECG, stress test TMT, Echocardiography, Bronchoscopy, Pulmonary function test, Holter monitoring, Neurophysiology- EEG, EMG, NCV, PET-CT, sleep studies, among others as necessary.

The Healthcare Agency is encouraged to undertake further market studies for providing additional related services.

6. The Authority shall pay for the cost of construction (on EPC mode) including the capex on medical & non-medical equipment to set up the Project and remain the owner as per the Project Agreement.

7. The gap in Annual Revenue and Annual Expenditure (**Annual Viability Gap Funding**) as certified by the Statutory Auditor shall be borne by the Authority for Project Support Period, in accordance with the terms and conditions of the Project Agreement. In addition, a management honorarium (the "**Management Honorarium**") as certified by the Statutory Auditor shall be paid by the Authority during the Project Support Period.

    - For each Financial Year or part thereof of the Project Support Period, the Authority will provide Annual Viability Gap funding and the Management Honorarium.
    - The Authority shall pay Annual Viability Gap Funding and Management Honorarium during the Project Support Period post which the Healthcare Agency shall be responsible to make itself self-sustainable.
    - No grant support, no viability gap funding, no management honorarium is available beyond the above indicated Project Support Period and the Healthcare Agency will

thereon have to manage on it's own.

8. During the Operations and Maintenance period, the Healthcare Agency shall ensure that the Project Facilities, medical and non-medical equipment and materials, utility systems are maintained properly and diligently and shall ensure its proper working condition at all times and observe necessary performance parameters in accordance with the Project Agreement.
9. The Healthcare Agency shall be responsible for submitting periodic reports, as envisaged in the Project Agreement for keeping Authority well informed about progress of the project during construction and operation phases of the Project.
10. There shall be (i) at least 50% reserved beds for Government Insurance Scheme Patientsand Government Referred Patients (ii) balance 50% reserved beds for Self-PayingPatients. All the users/ patients shall receive the same standard of care. The users/patients shall be treated at affordable rates as per the terms of the Project Agreement.
11. The following bodies will be constituted for the purpose of Project Monitoring:
    - Hospital Governing Council (HGC)
    - Hospital Management Committee (HMC)
    - Project Management Committee (PMC)
    - Independent Monitor (IM)

    In this regard, the Healthcare Agency will be responsible for cooperating with the Committees as detailed in the Project Agreement.
12. The Authority will be responsible for making timely payments during the construction phase (to be carried out on EPC mode) and during the Project Support Period to the Healthcare Agency as detailed in the Project Agreement.
13. The Healthcare Agency will be responsible for delivering all the services under their own name and style. No sub-letting of the work as a whole by the Organization is permissible. Prior permission is required to be taken from the Authority for engagement of sub-Organizations in part work/ piece rated work related to medical or non-medical services. Outsourcing of any critical medical service will be allowed only on proper justification and with prior permission of CCL.
14. At the end of the tenure of the Project Agreement or termination, whichever is earlier, all Project facilities will be handed back to the Authority, unless extended on mutual terms between the Parties.
15. The Healthcare Agency shall be solely responsible for running and operation ofthe hospital and related litigation & other operational issues and hereby confirm that Authority shall not be responsible for any act of the Healthcare Agency.

1.1.6 Further details, including terms and conditions are provided in the Project Agreement.

i. The indicative capital cost of the Project has been specified in Clause 1.1.3 above (the "**Estimated Project Cost**"). The assessment of actual costs, however, will have to be made by the Bidders.

ii. CCL shall receive Bids pursuant to this RFP in accordance with the terms setforth in this RFP and other documents provided by CCL pursuant to this RFP,as modified, altered, amended and clarified from time to time by CCL (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

iii. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Healthcare Agency set forth in the Project Agreement or CCL's rights to amend, alter, change, supplement or clarify the scopeof work, the Project to be awarded pursuant to this RFP or the terms thereof

or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by CCL.

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a two-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Healthcare Agency for award of the Project.

a. The first part (the "**Technical Bid**") of the process involves Pre-qualification (the "**Pre-qualification**") through evaluation of both Eligibility and Evaluation of Technical Parameters of interested parties/ consortia who submit a Bid in accordance with the provisions of this RFP (the "**Bidder**"). The second part of the process involves the financial bids (the "Financial Bid)") of the Bidders pre-qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the "**Bid**").

b . Eligibility criterion includes Financial Capacity and Hospital Construction and O&M experience among others (Refer Clause 2).

c . Evaluation of Technical Parameters comprise Hospital Construction experience, Hospital Operation & Maintenance (O&M) experience and Proposed Plan demonstrated by the Bidder during the Technical Presentation to the project evaluation committee of the Authority [Refer 1.2.6 (a) and 3.1].

d. Financial Bid includes evaluation of Management Honorarium as a percentage of Annual Revenue [Refer 1.2.6 (b) and 3.1.4].

e. Bids will finally be ranked according to their combined technical and financial scores as specified in Clause 3.1.5. The first ranked Bidder shall be selected for negotiation (the "Selected Bidder") while the second ranked Bidder will be kept in reserve.

1.2.2 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bid.

1.2.3 The Bidding Documents include the draft Project Agreement for the Project which is enclosed. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a Bid Securing Declaration as per Clause 2.21. The Bid shall be summarily rejected if it is not accompanied by the Bid Securing Declaration.

1.2.5 Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation thereof.

1.2.6 A) Technical Bid shall consist of Bidder's submission towards Eligibility Criteria as per Clause 2.2 and Evaluation of Technical Parameters as per Clause 3.1.
B) Financial Bid shall consist of Management Honorarium required by a Bidder during Project Support Period as presented below:

a) A Management Honorarium will be paid by the Authority to the Healthcare Agency for each Financial Year (or part thereof) of the Project Support Period.

b) The Bidders are required to quote the Management Honorarium as a percentage of the Annual Revenue of the Project. The product of the quoted Management Honorarium (in percentage) and the Annual Revenue of a Financial Year will determine the corresponding Management Honorarium payout amount for that corresponding Financial Year.

c) The Financial Bid shall be the Management Honorarium exclusive of GST as quoted by

the Bidder. GST as applicable will be paid extra by the Authority.

d) The Management Honorarium in percentage terms as quoted by the Healthcare Agency will remain the same during the Project Support Period and will not change due to price escalation, or any other reason.
(Refer Annex-I of Appendix VI : Illustration depicting Annual VGF and Management Honorarium amounts)

e) In case the Phase II COD is not achieved even within 6 months of the Phase II Required COD, a penalty will be imposed in terms of reduction of the Management Honorarium by 10% of the quoted amount, for the duration of the delay which is the duration between the Phase II COD and the Required Phase II COD.

f) Any Bid in which the Management Honorarium quoted by a Bidder exceeds 20% of the Annual Revenue will stand disqualified from the Bidding Process.

g) The project duration and other terms are pre-determined, as indicated in the Project Agreement.

Bids will finally be ranked according to their combined technical and financial scores as specified in Clause 3. The first ranked Bidder shall be selected for negotiation (the "**Preferred Bidder**"). Subject to the provisions of Clause 1.2.7, the Project will be awarded to the first ranked Bidder.

1.2.7 Generally, the Preferred Bidder shall be the Selected Bidder ("**Selected Bidder**"). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Preferred Bidder in case such Preferred Bidder withdraws or is not selected for any reason. In the event, that none of the other Bidders match the Bid of the Preferred Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

Since the Project's objectives includes public and socio-economic welfare and only limited potential service providers, therefore, in an event that is a single bid or two bids being received, the same will not be a reason to annul the bid process.

1.2.8 The Healthcare Agency shall, in consideration of its services,be entitled to levy and collect user charges in accordance with the draft Project Agreement.

1.2.9 All queries by prospective Bidders can be uploaded on the official e-procurement portal of the Authority only.

All communications pertaining to the RFP shall clearly bear the following identification/ title:

RFP Notice No. [……]
"RFP for Selection of Organization for Construction and Operations of 200-bedSuper specialty (Neuroscience and Cardiology) Hospital in Ranchi Project"

1.2.10 The official e-procurement portal of the Authority is : https://coalindiatenders.nic.in/nicgep/app

Bidders are advised to visit this e-procurement portal regularly to keep them updated, for any changes/ modifications related to this RFP.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S.No.	Event Description	Date
	Pre-NIT Phase	

1	Issue of NIT	X
2	Last date for receiving queries	X+9
3	Pre-Bid conference – 1 and presentation from prospective Bidders	X+14
	NIT Phase	
4	Issuance of NIT	Y
5	Bid Due Date	Y+15
6	Opening of Technical Bids	Y+16
7	Technical Presentation from those Bidders who meet Eligibility conditions as per Clause 2	Y+43
8	Announcement of Qualified Bidders	X+46
9	Opening of Financial Bid	X+52
11	Letter of Award	X+56
12	Signing of Concession Agreement	X+70

wherein X is [.]

the above schedule is indicative and subject to change at the discretion of the Authority.

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date	:	As per Clause 1.3
Time	:	3 p.m.
Venue	:	Online Virtual Meeting (The meeting link will be uploaded on the e-procurement portal)

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project.

2.1.2 The Project details are being provided only as a preliminary reference by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in this document shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoeverin relation to or arising out of any or all contents of this document.

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

2.1.4 The Technical Bid and Financial bid should be furnished in the format at Part I and Part II of the Appendices respectively along with all enclosures, duly signed by the Bidder's authorized signatory. The Financial Bid shall clearly present the suitability of the bidder for carrying out the project. The Financial Bid shall consist of a Management Honorarium to be quoted by the Bidder. Management Honorarium shall be payable by the Authority to the Healthcare Agency during the Project Support Period, as per the terms and conditions of this RFP and the provisions of the Project Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.5 The Bidder should submit a Power of Attorney as per the format at Annex I of Appendix–II,

authorizing the signatory of the Bid to commit the Bidder.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, thefollowing shall apply:

(a) The Bidder may be a sole firm or a joint venture (JV) of firms including each member of such Joint venture.

(i) *In case the Bidder is a sole firm:* The Bidder may be a Society, Trust, or a Not for Profit Companies incorporated under Section 8 of the Companies Act 2013 or a Society, Trust, NGO under The Indian Trusts Act, 1882 or The Societies Registration Act, 1860, incorporated under the relevant Acts with a formal intent to enter into an agreement. The entity should be registered with the competent authority according to the applicable laws in India.

(ii) *In case the Bidder is a joint venture (JV) of firms*: The Bidder may form a joint venture (JV) of upto 2 members with each member incorporated as per (i) above, one of which shall nominate to be the Lead. If the Bidder is a joint venture the combined strength of all members shall be considered for determining the Eligibility (as per Clause 2.2.1) and Evaluation (as per Clause 3) of the Bidder as per this RFP.
The % share in the JV of any member cannot be less than 20%.
An entity can be a JV member in only one Bidder. Bids submitted by Joint Ventures including the same entity as member will be rejected.

i. If the Bidder is a JV then, the members of the JV shall submit a MoU of Intent by Joint Venture Partners to enter into a Joint Venture Agreement (as per format provided in Appendix II, and submit Joint Venture Agreement before signing the Project Agreement as per the format submitted in accordance with Schedule 10 of Project Agreement or in another form approved by the Authority.

(iii) The MoU of Intent shall *inter alia* include the following-
a. Nominate one of the Members as the Lead Member of the JV
b. Convey the intent to enter into the agreement by the Lead Member and subsequently perform all the obligations in terms of the agreement, in case the Project is awarded to the JV.
c. Clearly outline the proposed roles, responsibilities in the JV, if any, of each member; and
d. Include a statement to the effect that all members of the JV shall be liable jointly and severally for all obligations in relation to the Project until the completion of the assignment.

(iv) In case the Project is awarded to a Bidder in form of JV, the following will be required:
a. Submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Project before the payment of first running on account bill.
b. JV shall open a Bank Account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV before making any payment.
c. Register the JV Agreement in accordance with Registration Act and submit to the Authority.
d. The Project Agreement will be signed by each Joint Venture Partner. Subsequent declarations/ letters/ documents shall be signed by lead partner authorized to sign on behalf of Joint Venture or Authorized Signatory on behalf of JV.

(b) User Portal Agreement: The Bidder has to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through https://coalindiatenders.nic.in. The same has been provided in Appendix V of this RFP. This will be a part of the agreement

2.2.2 To be eligible for Qualification, a Bidder shall fulfil the following condition of eligibility:

Financial Capacity: The Bidder shall have a minimum Fixed Assets (Property, Plant and Equipment-PPE)+ Unrestricted Bank Balance (the "**Financial Capacity**") of Rs. 25 Crore at the close of the preceding financial year. Based on the Income Expense Statement, the Bidder should not have entered into a deficit situation in last 5 years.

Hospital Construction and O&M Experience: To fulfil eligibility, the required "**Hospital Construction and O&M Experience**" shall refer to:

Experience of construction, operation and maintenance at least 1 (one) 100 bedded hospital,

wherein the operation and maintenance for a period of at least 5 (five) years in the last 10 years preceding the Bid Due Date.

For avoidance of doubt,

a) Construction experience shall include construction experience as a principal contractor, or project construction management experience, or project construction supervision experience as project owner.
b) Any hospital operation and maintenance experience shall include at a minimum of all clinical services provided by the hospital and may additionally also include other related non medical services.
c) Experience of construction assigned to a contractual firm but with Bidder as the owner/principal contractor/developer can be claimed by the bidders.
d) Construction experience and the O&M Experience may pertain to different projects.
e) An experience certificate to the effect shall be furnished by the Statutory Auditor or the relevant Client/ Government Authority. If requisitioned, a bidder may have to provide both the certificate from the Statutory Auditor and the relevant Client/ Government Authority.
f) To fulfil eligibility, O&M experience should be for a period of at least 5 years in the last 10 years preceding the Bid due date.

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

Certificate(s) from statutory auditors of the Bidder or its Associates specifying the 'Fixed Assets (PPE)+ Unrestricted bank balance' of the Bidder, as at the close of the preceding financial year, not having entered into a deficit situation in last 5 years and also specifying that the methodology adopted for calculations conforming to the provisions of this Clause 2.2.3.

2.2.4 The Bidder shall submit documentary evidence of being a not for profit organization under relevant statutes along with an undertaking that the Bidder can ring-fence their accounts separate from its other business as required under the Project Agreement.

2.2.5 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.2.6 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authorityor a judicial pronouncement or arbitration award against the Bidder, as the case maybe, nor has been expelled from any project or contract by any public entity nor havehad any contract terminated by any public entity for breach by such Bidder.

2.2.7 The following conditions shall be adhered to while submitting a Bid:

(a) Information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not to other associated companies or firms.

(b) In responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below.

2.2.8 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 5 (five) years or 1 (one) year, as the case may be, 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.

2.2.9 Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority (as per details given in Appendix VI Annex-III)

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before (i.e. Clause 2.2.29 II), including any agency, branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" means: -

1. An entity incorporated, established or registered in such a country; or

2. A subsidiary of an entity incorporated, established or registered in such a country; or

3. An entity substantially controlled through entities incorporated, established or registered in such a country; or

4. An entity whose beneficial owner is situated in such a country; or

5. An Indian (or other) agent of such an entity; or

6. A natural person who is a citizen of such a country; or

7. A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

a. "Controlling ownership interest" means ownership of, or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority.

Note:

(a) The intending bidders must accept unconditionally the undertaking included within Appendix I in compliance to order no. F.No.6/18/2019-PPD dt 23/7/2020of Ministry of Finance, Deptt of Expenditure, Public Procurement Division with respect to "restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries"

AND

(b) Valid registration from competent authority (if applicable). Registration should be valid atthe time of submission of bid and at the time of acceptance of bids.

VII. Regarding registration with competent authority, Appendix VI Annex-III may please be referred.

2.2.10 Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable on the Healthcare Agency

2.2.11 This RFP is not transferable.

2.3 Conflict of Interest

A Bidder may be considered to have a Conflict of Interest with one or more parties in this Bidding Process, if:

a) They have controlling partner(s) in common; or

b) They receive or have received any direct or indirect subsidy/financial stake from any of them; or

c) They have the same legal representative/agent for purposes of this Bid; or

d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) A Bidder or any of its affiliate participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; or

f) In case of a holding company having more than one subsidiary/sister concern having common business ownership/management only one of them can bid. Bidders must proactively declare such sister/common business/management in same/similar line of business.

All such Bidders having a Conflict of Interest, shall be disqualified.

2.4 Number of Bids

No Bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another bid either individually or as a member of any consortium, as the case may be.

2.5 Costs of Bids

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

2.6 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
For site visit, the prospective bidders may contact, General Manager (Civil), C.C.L., Ranchi.

2.7 Acknowledgement by Bidder

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

(a) Made a complete and careful examination of the Bidding Documents.
(b) Received all relevant information requested from the Authority.
(c) Accepted the risk of inadequacy error or mistake in the information provided in the bidding documents furnished by or on behalf of the Authority relating to any of the matters referred to in clause 2.7 above
(d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.7 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
(e) Acknowledged that it does not have a Conflict of Interest; and
(f) Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.8 Right to accept or reject any or all Bids

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

2.8.2 The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Bidder does not provide, within the time specified by the Authority,the supplemental information sought by the Authority for evaluation of theBid.
Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

2.8.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
(i) Invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP.
(ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.8.4 In case it is found during the evaluation or at any time before signing of the Project Agreement or after its execution and during the period of subsistence thereof that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Healthcare Agency either by issue of the LOAor entering into of the Project Agreement, and if the Bidder has already been issued the LOA or has entered into the Project Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder.

2.8.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and 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 such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder norwill it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.9 Content of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.12:

Request for Proposal

1. Introduction
2. Instructions to Bidders
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Bid Conference
6. Miscellaneous
7. Appendices:
    a. Part I- Technical Bid
        i. Appendix-I Letter Comprising the Technical Bid
        ii. Appendix-I Annex I – Particulars of The Bidder
        iii. Appendix-I Annex II - Financial Capacity of the Bidder
        iv. Appendix-I Annex III -Statement of Legal Capacity
        v. Appendix-I Annex IV – Format of Details for Claiming Hospital Construction Experience
        vi. Appendix-I Annex V – Format of Details for Claiming Hospital Operations and Maintenance Experience
        vii. Appendix I Annex-VI Project Plan
        viii. Appendix-II Annex I - Power Of Attorney For Signing of Bid
        ix. Appendix-II Annex II – Statement of Legal Capacity of JV Member
        x. Appendix-II Annex III – MoU of Intent
        xi. Appendix–III Bid Securing Declaration
        xii. Appendix-IV Performance Security (Not to be submitted as part of the Technical Bid)
        xiii. Appendix-V e-Tender Portal User Agreement
        xiv. Appendix-VI Annex I & Annex II- Illustrations (Not to be submitted as part of the Technical Bid)
    b. Part II: Financial Bid
        i. Annex-I -MS Excel based BOQ

2.10 PERFORMANCE SECURITY

Before signing of the Project agreement, the Selected Bidder shall cause the Healthcare Agency to furnish the Performance Security in accordance with the Conditions detailed hereinafter, using for that purpose the Performance Security Form included as Appendix IV, or another form acceptable to the Executing Agency.

2.10.1 The Selected Bidder shall cause the Healthcare Agency to furnish to the Authority a Performance Security on or before the execution of the Project Agreement to secure the obligations of the Healthcare Agency under the Project Agreement

Performance Security will be for a value equal as stated below in the substance and form set out in Appendix IV or in another form approved by the Authority

SNo.	Period	Performance Security Amount (INR)	To be submitted
1	From Appointment Date to Phase I COD	[5 Crore]	Within 15 days of receipt of acceptance towards the Letter of Award from the Healthcare Agency when the Project Agreement is signed
2	From Phase I COD to Phase II COD	[2 Crore]	On Phase I COD
3	Phase II COD until the end of Project Period	[1 Crore]	On Phase II COD

2.10.2 The above Performance Security shall remain valid during the above specified periods of the Project Period.

2.10.3 The Selected Bidder shall cause the Healthcare Agency to provide the Performance Security in the form of bank guarantee issued by a Scheduled Bank in India. The Performance Security shall be issued in favor of "Central Coalfields Limited", represented by the General Manager (Civil), Civil Engineering Department, payable at Ranchi and in the format set out in Appendix IV.

2.10.4 The BG (If performance security is provided by the successful bidder in the form of bank guarantee) issued by issuing bank on behalf of the bidder in favour of "Central Coalfields Limited", shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". Issuing Bank should send the underlying confirmation message in IFN760COV or IFN767COV message type for getting the BG advised through our bank. Also issuing bank should mention "_____" in field no. "7037" of IFN760COV or IFN767COV. The message will be sent to the beneficiary bank through SFMS. The details of beneficiary bank for issue of BG through SFMS Platform is furnished below:-

Name of Bank: _____
Branch: _____
IFSC Code: _____
Account No. _____
Customer ID: _____

Original copy of the Bank Guarantee issued by the issuing Bank shall be sent by the issuing bank to Civil Engineering Division of the Authority.

2.10.5 If the Selected Bidder fails to furnish the Performance Securities in accordance with this Clause 16 on or before the execution of the Project Agreement or fails to sign the Project Agreement, then the Authority shall have the right to take necessary actions as per the Bid Securing Declaration and in accordance with Clause 2.31 of this RFP or consider the annulment of the award of work.

2.11 Bidder queries and clarifications-

2.11.1 Bidders requiring any clarification on the RFP may notify the Authority by uploading on e-procurement portal in accordance with Clause 1.2.9. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.3.

2.11.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion.

2.11.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents.

2.12 Amendment of RFP

2.12.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.12.2 Any Addendum thus issued hereunder shall be hosted on the e-procurement portal of CCL.

2.12.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.13 Language

The Bid and all related correspondence and documents in relation to the BiddingProcess shall be in English language.

2.14 Format and signing of Bid

2.14.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.14.2 The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorized signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Application. The Bid shall contain page numbers.

2.15 Submission of Bids

2.15.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-procurement system of the Authority duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bid in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.

2.15.2 The Bid is to be submitted on the document downloaded from the e-procurement system, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

2.15.3 The documents comprising the Bid referred to in Clause 2.9 shall include:

2.15.3.1 Technical Bid in the prescribed format Appendix-I along with Annexes (Annex-I, II, III, IV, V, VI), and all supporting documents;

2.15.3.2 Client certificates in support of Clause 2.2.1, 2.2.2, 2.2.3 and 2.2.4 and 3.1;

2.15.3.3 Memorandum and Articles of Association, other incorporation documents, and documentary proof confirming that the Bidder is constituted as a not for profit organization. Bidder will be required to submit Section 12A certification, 80G certification, FCRA certification (if available), PAN card, GST registration details as well. In the event, the Bidder is exempt from GST registration, a certificate to the effect may be submitted. The above list is not exhaustive and the Authority reserves the right to ask for other documents as well.

2.15.3.4 Power of Attorney for signing the Bid as per the format at Annex I of Appendix-II;

2.15.3.5 Bid Securing Declaration in the format at Appendix-III

2.15.3.6 e-Tender Portal User Agreement in the format at Appendix-V

2.15.3.7 Bidder's duly audited balance sheet and profit and loss account for the preceding 5 years

<u>Financial information for purposes of evaluation</u>

A) The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last

5 (five) financial years, preceding the year in which the Bid is made.

B) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

C) The Bidder must establish the minimum Fixed Assets (PPE)+ Unrestricted bank balance and establish that there hasn't been a deficit situation in last 5 years as specified in Clause 2.2.2, and provide details as per format at Annex-II of Appendix-I.

2.15.3.8 RFP and Project Agreement with each page initialed by the person signing the Bid in name of the Power of Attorney referred to in Clause (c) hereinabove.

2.15.3.9 Financial Bid in the prescribed format (Part II of Appendix) name

2.15.4 Bids submitted by special messenger, fax, telex, telegram, e-mail, or in any way other than on the specified e-platform for bidding shall not be entertained and shall be rejected.

2.16 Bid Due Date

2.16.1 The Bid specified in Clause 2.15 should be submitted before 11.00 hours IST on the Bid Due Date, on the e-procurement system as per the format and in the manner andform as detailed in this RFP.

2.16.2 For the purpose of submission of the Bid on the e-procurement system, registration of the Bidder with e-procurement system is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the e-procurement system. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority(CA).

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

2.16.4 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modifications/ substitution/ withdrawal of Bids

2.17.1 The Bidder may modify, substitute, or withdraw its Bid after submission, provided that the modification, substitution, or withdrawal is received by the Authority prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

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

D. PRE-QUALIFICATION AND BIDDING

2.18 Submission of Bid

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

2.19 Pre-Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial bid. All communications relating to Pre-qualification shall be uploaded on e-procurement system.

2.20 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority.

Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.21 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

E. BID SECURING DECLARATION

2.22 The Bidder shall furnish 'Bid Securing Declaration Form' as per the format at'Appendix-III' along with the Technical Bid.

2.23 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

2.24 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.

F. EVALUATION PROCESS

2.25 Opening and Evaluation of Bids

2.25.1 The Technical Bids (including the Eligibility documents) will be opened first and the same will be evaluated in terms of Clause 2.2, 2.28, 3.1 and terms of this RFP.

2.25.2 Technical bid will be the pre-qualification stage, and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bid.

2.25.3 After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial bid.

2.25.4 All communications relating to Pre-qualification shall be uploaded on e-procurement system.

2.25.5 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority.

2.25.6 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.

2.26 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.

2.27 Tests of responsiveness

2.27.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:

(a) it is received as per the specified format;

(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;

(c) it is signed and marked as stipulated in Clauses 2.14 and 2.15;

(d) it is accompanied by the Power of Attorney as specified in Clause 2.1.5,

(e) it contains all the information and documents (complete in all respects) as requested in this RFP;

(f) it contains information in formats same as those specified in this RFP;

(g) it contains certificates from its statutory auditors in the formats specified at Appendix-I of the RFP;

(h) it does not contain any condition or qualification;

(i) it is not non-responsive in terms hereof.

2.27.1 A Financial Bid conforming to the following requirements is provided:
A Financial Bid not conforming with the format specified at Part II Annex I of Appendix shall not be considered as responsive to the requirements of the RFP.

2.27.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.28 Clarifications

2.28.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications/ additional information from any Bidder regarding its Bid or if there is some deficiency in uploaded documents corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s), then the same will be specified online by the Authority clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by bidder(s). Such clarification(s) shall be provided within the time specified by the Authority for this purpose.

2.28.2 The Bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dashboard regularly after opening of Bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The Bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

2.28.3 It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

2.28.4 The tender will be evaluated on the basis of documents uploaded by Bidder(s) online. The Bidder(s) is/are not required to submit hard copy of any document through offline mode unless otherwise specified.

2.28.5 If a Bidder does not provide clarifications sought under Clause 2.28 above within the specified time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its

understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

G. APPOINTMENT OF HEALTHCARE AGENCY

2.29 Negotiations

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Bid, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of personnel, understanding of the RFP, methodology and quality of the implementation plan etc. shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right at it's own discretion to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

2.30 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.31 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, and the next highest-ranking Bidder may be considered.

2.32 Execution of Project Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall submit the prescribed Performance Security and execute the Project Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Project Agreement. If the Consultant fails to sign the Project Agreement as specified in Clause 2.31, the Authority may invite the second ranked Bidder for negotiations.

2.33 Commencement of assignment

The Consultant shall commence the Services at the Project site soon after signing of the Project Agreement, or such other date as may be mutually agreed.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Parameters

3.1.1 The Technical Bid of only those Bidders will be evaluated who meet criteria specified under Clause 2. In the first stage of evaluation, the Technical Bid shall be evaluated as per Clause 3.1 comprising the following:

(a) **Hospital Construction experience** of the Bidder
(b) **Hospital Operation & Maintenance (O&M) experience** of the Bidder

(c) **Proposed Plan** demonstrated by the Bidder during the Technical Presentation to the project evaluation committee of the Authority. The date and time of such Technical Presentation shall be mentioned

3.1.2 Only those Bidders whose Technical Bids get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.3 The scoring criteria to be used for evaluation shall be as follows:

Categories	Sub-Category	Maximum Score	Scoring Criteria
Hospital Construction Experience (25 marks)	Number and size of projects	20	For each hospital project constructed with ≥100 beds[1] – 1 mark ≥200 beds – 2 marks ≥300 beds – 3 marks ≥400 beds – 4 marks OR For each hospital project constructed and conforming to NABH standards with ≥100 beds – 2 marks ≥200 beds – 3 marks ≥300 beds – 4 marks ≥400 beds – 5 marks A certificate to the effect shall be furnished by the Statutory Auditor or the relevant Client/ Government Authority.
	Hospital Construction in non-metro Indian cities etc.	3	At least one constructed hospital project in non metro Indian cities[2] with ≥ 100 beds is required for scoring 3 marks. A certificate to the effect shall be furnished by the Statutory Auditor or the relevant Client/ Government Authority.
	Hospital Construction outside India	2	At least one constructed hospital project internationally with ≥ 100 beds are required for scoring 2 marks. A certificate to the effect shall be furnished by the Statutory Auditor or the relevant Client/ Government Authority.
Hospital O&M experience	Number and size of hospital projects	20	For each hospital project operated and maintained for at least a 5-year period in the 10-year period preceding the Bid Due Date,

[1] Reference to hospital beds includes total functioning beds in the hospital such as those in emergency, wards, ICUs, OT, etc.

[2] Metro cities comprise Kolkata, Mumbai, New Delhi, Chennai, Hyderabad, Bangalore, Ahmedabad, and Pune.

(55 marks)			having ≥ 100 bed – 1 mark ≥ 200 beds – 2 marks ≥ 300 beds – 3 marks ≥ 400 beds – 4 marks ≥ 500 beds – 5 marks Each such hospital project should be in running/ operating condition. O&M experience of shut down/ closed hospitals will not be considered. The Hospital O&M experience shall relate to operating and managing the entire hospital and not any part thereof. Any Hospital O&M experience devoid of related medical services will not be considered. A certificate to the effect shall be furnished by the Statutory Auditor or the relevant Client/ Government Authority.
	Bed Occupancy	5	Cumulative number of patient bed-days handled in IPD only in any one year across the 5 financial years preceding bid due date ≥ 30,000 patient bed-days – 1 mark ≥ 35,000 patient bed-days – 2 marks ≥ 40,000 patient bed-days – 3 marks ≥ 45,000 patient bed-days – 4 marks ≥ 50,000 patient bed-days – 5 marks For this purpose, a statutory auditor certificate will have to be provided.
	No. of staff handled	5	For each hospital with ≥400 staff on payroll – 1 mark ≥500 staff on payroll – 2 marks ≥600 staff on payroll – 3 marks ≥700 staff on payroll – 4 marks ≥800 staff on payroll – 5 marks For this purpose, certificate to the effect shall be furnished by the Statutory Auditor and supported by a copy of the payroll of the month prior to the bid due date.
	Types of specialties offered	5	For each hospital with treatments offered in various specialties s. 1 specialty – 1 mark 2 specialties – 2 marks 3 specialties – 3 marks 4 specialties – 4 marks 5 specialties – 5 marks To claim experience in a particular specialty, at least 100 numbers of surgeries should have taken place to qualify for that

<table>
<tr><td></td><td></td><td></td><td>specialty in the year prior to the Bid Due Date. Based on the number of specialties qualified by the Bidder, the marks will be allotted.
A certificate to the effect shall be furnished by the Statutory Auditor.</td></tr>
<tr><td></td><td>Number of surgeries</td><td>5</td><td>Total number of surgeries in in any one year cumulatively across hospital projects during the 5 financial years preceding bid due date:
≥ 500 surgeries - 1 mark
≥ 1000 surgeries – 2 marks
≥ 1500 surgeries – 3 marks
≥ 2000 surgeries – 4 marks
≥ 2500 surgeries – 5 marks
A certificate to the effect shall be furnished by the Statutory Auditor.</td></tr>
<tr><td></td><td>Number of Intensive Care Unit (ICU) beds</td><td>10</td><td>Cumulative number of ICU beds across hospital projects:
10 beds: 5 marks
11 beds: 6 marks
12 beds: 7 marks
13 beds: 8 marks
14 beds: 9 marks
15 beds: 10 marks
wherein, ICU shall mean all types of ICU viz ICCU, NICU, PICU, Neuro ICU, Obstetric ICU.

A certificate to the effect shall be furnished by the Statutory Auditor.</td></tr>
<tr><td></td><td>ISO 9001 Certification or NABH Accreditation</td><td>5</td><td>1 mark for each ≥100 bed hospital having ISO 9001 Certification for Quality management systems in the hospital
1 mark for each ≥100 bed hospital having NABH Accreditation.
Related certificates from the relevant institute will have to be provided by the Bidder.</td></tr>
<tr><td>Project Plan (20 marks)</td><td>Approach and Methodology and Project Strategy</td><td>10</td><td><table><tr><td colspan="2">Construction – 5 marks</td></tr><tr><td>Plan for construction / value proposition comprising economical building consideration, project cost estimate, construction procurement plan etc.</td><td>3 marks</td></tr></table></td></tr>
</table>

			Safety of manpower during construction	1 mark
			Plan of action during resource crunch	1 mark
			O&M Phase – 5 marks	
			Value Proposition	2 marks
			Plan for onboarding Doctors and other Medical staff in Ranchi.	1 mark
			Approach to waste reduction	1 mark
			Strategic approach to deal with disaster/ emergency situations such as fire, riots etc.	1 mark
			To be evaluated by Authority evaluation committee and marks to be allotted by Authority evaluation committee during presentation, if planned.	
	Implementation Plan	5	Define Goals/ objectives of the implementation plan	1 mark
			Adherence to Timelines for Implementation and effective monitoring of construction site	3 marks
			Strategic plan for implementation / Value Proposition	1
			To be decided by Authority evaluation committee and marks to be allotted by Authority evaluation committee during presentation, if planned.	
	Outreach Plan	5	Strategy for attracting Patients to the Hospital	2 marks
			Schedule for Social Work like conducting camps	1 mark

			Understanding public needs, outreach to local authorities, managing sensitive issues relating to the society such as patient mortality in Hospital	2 mark
			To be decided by Authority evaluation committee and marks to be allotted by Authority evaluation committee during presentation, if planned.	
Total Score		100		

Note- With regard to each of the above:

- Necessary proof from Client/ Government Authority or statutory auditor as specified will have to be enclosed. Without adequate supporting, marks will not be provided.
- If requisitioned, a bidder may have to provide both the certificate from the Statutory Auditor and the relevant Client/ Government Authority.
- In any case the cumulative marks awarded against any of the above Sub-Category cannot be greater than the Maximum Score indicated for that Sub-Category.

3.1.4 Evaluation of Financial Bid

A) The Financial Bid as per Clause 1.2.6 is the Management Honorarium quoted by the Bidder for the Project Support Period.

B) Subject to the provisions of Clause 3.1.2, the Bidders qualified in the Technical Bid shall become eligible for opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time.

C) The second stage for evaluation is the Financial Bid quoted by the Bidder. The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the Financial Bid.

D) The evaluation of the Financial Bid will be carried out as per this Clause 3.1.4. Each Financial Bid will be assigned a financial score (S_F). The lowest Financial Bid (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Bids will be computed as follows (F = amount of Financial Bid)

$S_F = 100 \times F_M/F$

(F = amount of Financial Proposal)

3.1.5 Combined and final evaluation

Bids will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

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

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid, which shall be 0.90 and 0.10 respectively.

3.2 Selection of Bidder

The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The

second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.31, 2.32 and 2.33, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Project Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Project Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Project Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder or the Healthcare Agency, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or Project Agreement, or otherwise, if a Bidder or Healthcare Agency, 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 Project Agreement, such Biddershall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Healthcare Agency, 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, as the case may be.

5. PRE-BID CONFERENCE

5.1 A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid Conference(s), 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 informationas it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under,pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation orliability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

(a) The Project Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order: a) Project Agreement; b) the RFP.
i.e. the Project Agreement at (a) above shall prevail over the RFP at (b) above.

APPENDICES

PART I-TECHNICAL BID

APPENDIX-I

Letter Comprising the Technical Bid

(Refer Clause 2.14)

To,

……..
……..
……..

Sub: Bid for the..... Project

Dear Sir,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for theaforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the development, augmentation, operation and management of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;

   a. I/ We do not have any conflict of interest in accordance with Clause 2.3 of the RFP document;

   b. I/We have not directly or indirectly or through an agent engaged orindulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

   c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project,

without incurring any liability to the Bidders, in accordance with Clause 2.25.3 of the RFP document.

9. I/ We believe that we satisfy(s) the Financial criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

10. I/ We declare that we are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which 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. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees

14. I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Project Agreement in accordance with the draft that has been provided to me/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.

18. I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Project 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 or relating to the Bidding Process including the award of Project.

19. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Annex I of Appendix II of the RFP, are also enclosed.

20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

21. I/ We have the required Construction and O&M Experience in accordance with the Clause 2.2.2 of the RFP and the requirements stated under Clause 3.1 of the RFP.

22. I/ We certify that in terms of the RFP, my/our " Fixed Assets (PPE)+ Unrestricted bank balance" is Rs. (Rupees …….).

23. I/ We offer a Bid Securing Declaration in accordance with the RFP Document.

24. The documents accompanying the Bid including the documents specified in Clause 2.15.3 have been uploaded/ are being uploaded on the e-procurement system.

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

26. The Management Honorarium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Project Agreement , our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

27. I/ We agree and undertake to ring-fence our accounts separate from our other business as required under the Project Agreement.

28. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

29. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

30. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Project Agreement.

31. I/ We hereby authorize Authority to seek references / clarifications from our Bankers.

32. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

33. I/We have not been debarred by any procuring entity for violation of Preference to Make in India (asapplicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time (not applicable for works with estimated value put to tender less than 5 lakh).

34. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries :

    I/we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered against me/us, including termination of the contract, forfeiture of all dues and banning of my/ ourfirm and all partners of the firm etc. for 02 (two) years from being eligible to submit Bids in CIL andit (Where applicable, evidence of Competent Authority shall be attached.)

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)
Place: Name and seal of the Bidder/ Lead Member

* Authorised Signatory shall have the power of attorney given by the Bidder to be attached with the Bid

APPENDIX I Annex-I

ANNEX-I

Particulars of the Bidder

a) Bidder's Name
b) In case of Joint Venture (JV), name of each member:
c) Country of incorporation of each member of the JV:
d) Legal Address, Address of the corporate headquarters and branch office(s), if any, in India of each member:
e) Date of incorporation and/ or commencement of business:

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

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
a) Name:
b) Designation:
c) Company:
d) Address:
e) Telephone Number:
f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:
a) Name:
b) Designation:
c) Address:
d) Phone Number:

5. The following information shall also be provided for the Bidder (each member):

Name of Bidder:

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

6. A statement by the Bidder (each member) 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):

7. In case of a JV:

SNo.	Name of Member	Roles and Responsibilities	Share in the JV
1			
2			
3			

8. Details of the Nominated Sub-Contractor, if applicable

APPENDIX I Annex-II

ANNEX-II

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2 and 2.2.3 of the RFP*)

Name of single entity Bidder:

(In Rs. crore)

Bidder type	**Member Code**	**Deficit as per Income Statement**					**Fixed Assets (Plant, Property and Equipment+ Unrestricted bank balance)**
(1)	(2)	**Year 1** (3)	**Year 2** (4)	**Year 3** (5)	**Year 4** (6)	**Year 5** (7)	**Year 1** (8)
Single entity Bidder							
TOTAL							

Name & address of Bidder's Bankers:Instructions:

1. The single entity Bidder shall attach copies of the audited balance sheets with financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:

(a) reflect the financial situation of the single entity Bidder where the Bidderis relying on its Associate's financials;

(b) be audited by a statutory auditor;

(c) be complete, including all notes to the financial statements; and

(d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Deficit shall mean Income – Expenditure, as per the Income statement..

3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.8.

4. The Bidder shall provide Statutory Auditor's Certificate specifying the aboveinformation and also specifying the methodology adopted for calculating such (i) **Fixed Assets (Plant, Property and Equipment+ Unrestricted bank balance (ii) Deficit** in accordance with Clause 2.2.3 of the RFP document.

APPENDIX I Annex-III

ANNEX-III

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder and by the Lead member in case of JV)

Ref. Date:

To,

…….
……..
……..

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and hasbeen duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,(Signature, name and designation of the authorised signatory)

For and on behalf of……..

[$] Please strike out whichever is not applicable.

APPENDIX I Annex-IV

ANNEX-IV

FORMAT OF DETAILS FOR CLAIMING HOSPITAL CONSTRUCTION EXPERIENCE

(One form for one hospital project. If there are a number of hospital projects, bidder will submit as many forms)

Item (1)	**Refer Instruction**	**Details of the Project**
Entity claiming experience		
Brief Particulars / Capacity of the Hospital: Number of beds, Built up area standards (NABH etc adopted), Time Period for construction, Other Quality Features, etc		
Entity for which project was developed/designed and constructed/constructed	(2)	
Cost of the project		
Location		
Date of award, completion/ commissioning of project/Status of project	(3), (4)	
Whether credit is being taken for the experience of an Associate (Yes/No)	(5)	
In case of development experience[3], shareholding in the company developing and owning the project else confirmation as a principal contractor.	(6)	
Does this Construction experience relate to the Bidder or nominated sub-contractor		
Other Details as per Clause 3.1 comprising • Size of the Hospital (No. of beds) • Hospital construction in non-metro cities / non State capital cities etc. • Hospital construction outside India		

[3] Development experience shall include construction experience as a principal contractor, project construction management experience, project construction supervision experience as project owner

Instructions:

(1) *Bidders are expected to provide information in respect of the projects for which they are claiming design and construction/development experience. A separate sheet should be filled for each project.*

(2) *In case of development experience, details such as name, postal address, email address and contact details of the authority/implementing agency (i.e., concession grantor) should be provided. In case of design and construction experience, details such as name, postal address, email address and contact details of both the developer (i.e., the concessionaire) and the authority/implementing agency (i.e., the concession grantor) should be provided.*

(3) *The date of award of the project and completion or commissioning of the project, as the case may be, should be indicated.*

(4) *In case of development experience, the completion certificate/commissioning certificate issued by the relevant government authority/client and signed by the executive engineer or an equivalent officer, certifying the date of award of the project, the date of completion/commissioning of the project and that the project has been commissioned and completed (as required under the relevant concession agreement or similar contract) should be provided.*

In case of design and construction experience, the completion certificate/commissioning certificate issued by the client and signed by a duly authorized officer, certifying the date of award of the project, the date of completion/commissioning of the project and that the project has been successfully commissioned and completed (as required under the relevant agreement or similar contract) should be provided.

(5) *Alternatively, a certificate from statutory auditor confirming details as per above form will have to be provided. It may be noted that in the absence of any detail in the above format and/or the certificate(s) issued by the relevant government authority/client/statutory auditor, the information would be considered inadequate and could lead to exclusion of the relevant project in determining whether the Bidder meets the prescribed criteria.*

If requisitioned, a bidder may have to provide both the certificate from the Statutory Auditor and the relevant Client/ Government Authority.

(6) *A certificate from the statutory auditor should be furnished stating the shareholding in the entity developing the project, in case the experience of an Associate is being claimed. (Associate means an entity who Controls or is Controlled by or being under a common control.)*

ANNEX-V

FORMAT OF DETAILS FOR CLAIMING HOSPITAL OPERATIONS AND MAINTENANCE EXPERIENCE

(One form for one hospital project. If there are a number of hospital projects, bidder will submit as many forms)

Item (1)	**Refer Instruction**	**Details of the Project**
Entity claiming experience		
Brief Particulars / Capacity of the Hospital: Number of beds, and standards (NABH etc adopted), Other Quality Features, etc		
Entity for which hospital project being operated and maintained	(2)	
Location		
Duration for which O&M experience is being claimed (From month, year to month, year)	(3)	
Whether credit is being taken for the experience of O&M as an Associate (Yes/No)	(4)	
Confirmation of appointment as principal contractor		
Confirmation that the Hospital is or was operated and maintained for at least 5 years in the 10 years preceding the Bid Due Date		
Size of the Hospital (No. of beds) Cumulative No. of patients handled in any one year in IPD together (out of 5 financial years preceding bid due date) No. of staff handled Number of specialty offered by the Hospital alongwith number of surgeries carried out in each of those specialty areas. Number of surgeries Number of Intensive Care Unit (ICU) beds Details of ISO Certification and NABH		

Accreditation		

Instructions for filling up:

(1) *Bidders are expected to provide information in respect of the projects for which they are claiming O&M experience. A separate sheet should be filled for each project.*

(2) *Details such as name, postal address, email address and contact details of the authority/implementing agency (i.e., concession grantor) should be provided.*

(3) *The start date and end date (if applicable) of O&M of the project, should be indicated, for which O&M experience is being claimed*

(4) *A certificate issued by the relevant government authority or client specifying the above details, in accordance with the relevant contract executed, should be provided. Alternatively, a certificate from statutory auditor should be provided stating the correctness of information provided above. If requisitioned, a bidder may have to provide both the certificate from the Statutory Auditor and the relevant Client/ Government Authority.*

(5) *It may be noted that in the absence of any detail in the above format and/or the certificate(s) issued by the relevant government authority/client, the information would be considered inadequate and could lead to exclusion of the relevant project in determining whether the Bidder meets the prescribed criteria.*

APPENDIX I Annex-VI

PROJECT PLAN

The proposed Project Plan shall be described under the following headings:

- Approach and Methodology and Project Strategy
- Implementation Plan or Work Plan
- Outreach Plan

APPENDIX-II Annex I

Power of Attorney for signing of Bid[4]

(Refer Clause 2.1.5)

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ...son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding theposition of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the …… Project proposed or being developed by the ……..... (the "Authority") including but not limited to signingand submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Project Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to orarising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Project Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 ……. 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

……
(Signature)

(Name, Title and Address of the Attorney)

[4] To be submitted in original as well

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-II Annex II

Statement of Legal Capacity of JV Member [5]

Gurgaon, September 7, 2021

To,

Dear Sir

Sub: Selection of Organization for Construction and Operations of 200-bed Super specialty (Neuroscience and Cardiology) Hospital in Ranchi

We hereby confirm that we, *[insert name of JV member]*, part of the Bidder joint venture (JV) which has been described in the Part I Technical Bid, satisfy the terms and conditions laid down in the RFP document.

{We have agreed that *[insert name of Lead member]* will act as the Lead Member of our consortium.}

We have agreed that *[insert name of Authorized Signatory from the Lead member of the Bidder]*, will act as the Authorized Representative of the JV on our behalf and has been duly authorized to submit our Bid. Further, the authorized signatory is vested with requisite powers to furnish such Bid and all other documents, information or communication and authenticate the same.
Yours Faithfully,

[insert name of Authorized signatory[6] of the JV member]
[insert name of JV member]

[5] To be submitted in Original by all JV members
[6] Power of Attorney in favor of the Authorized signatory of the JV member to be furnished

APPENDIX-II Annex III

Format of MoU of Intent by Joint Venture Partners to enter into a Joint Venture Agreement

(to be signed on stamp paper of appropriate value)

This MoU of Intent signed on this..... day of..... Two Thousand and .....by..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s ..... a company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. .. .. a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a Project Agreement [against the work for the Construction and Operation of a Super-Specialty Hospital in Ranchi, Jharkhand with Central Coalfields Limited (hereinafter called the "Authority").
WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint Venture Agreement

AND WHEREAS the Authority invited bids as per the above-mentioned Specification to Construction and Operation of a Super-Specialty Hospital in Ranchi, Jharkhand stipulated in the bidding documents.

AND WHEREAS Clause 2.2 , Eligibility of Bidders forming part of the bidding documents, inter-alia, stipulates that two or more eligible partners, meeting the requirements of 'Eligibility of Bidders', as applicable may bid, provided, they submit a MoU of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other requirements under Clause 2.2 'Eligibility of Bidders' and in such a case, the Letter of Bid shall be signed by the Lead Partner so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Agreement by entering into Joint Venture Agreement as per format submitted in accordance with Schedule 10 of Project Agreement which will be legally binding on all partners and all obligations hereunder.

The above clause further states that this Letter of Intent shall be attached to the bid and the Performance Guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Authority vide proposal No.....dated..... by Party No.1 based on this MoU of Intent between all the parties; under these presents and the bid has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this MoU of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by the Authority to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the PartyNo.1, shall act as Lead Member and further declare and confirm that we the parties to the Joint Ventures shall jointly and severally be bound to the Authority for the successful performance of the Contract and shall be fully responsible for the Construction and Operation and Maintenance of a Super-

Specialty Hospital in Ranchi, Jharkhand in accordance with the Project Agreement for which we shall enter into Joint Venture Agreement as per format submitted in accordance with Schedule 10 of Project Agreement which will be legally binding on all partners.

2. If the Contract is awarded to Joint Venture then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Authority suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Project Agreement, the Party(s) of these presents will promptly make good such loss or damages caused to the Authority, on its demand without any demur. It shall not be necessary or obligatory for the Authority to proceed against Lead Member to these presents before proceeding against or dealing with the other Party(s), the Authority can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Project Agreement to the Authority.
4. The financial liability of the Parties of the Joint Venture Agreement to the Authority in the event of award of Contract to the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligation set forth in the Joint Venture Agreement, read in conjunction with the relevant conditions of the Contract shall, however not be limited in anyway so as to restrict or limit the liabilities or obligations of any of the Parties of the Joint Venture Agreement.
5. It is expressly understood and agreed between the Parties to this MOU that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix I Annex-I (to be suitably appended by the Parties along with this MoU of Intent in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Project Agreement in the event of award on Joint Venture.
6. It is also understood that this MoU of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this MoU of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this MoU of Intent or on the Joint Venture, other than the express provisions of the Project Agreement.
7. This MoU of Intent shall be construed and interpreted in accordance with the provisions of the Project Agreement.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per format submitted with the Bid which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Performance Guarantee from a bank in favor of the Authority in the currency/currencies of the Project Agreement.
9. It is further agreed that this MoU of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this MoU of Intent have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of ..... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated .....

Name…….

Designation ……

Signature……

For Lead Member (PartyNo.-1) For and on behalf of M/s

Signature of the authorized representative)

WITNESS:

I…….

II…….

Common Seal of ..... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated .....

Signature……

For PartyNo.-2 For and on behalf of M/s

Signature of the authorized representative)

WITNESS:

I…….

II…….

Common Seal of ..... has been affixed in my/ our presence pursuant to Board of Director's Resolution dated.....

Signature. . . . . .

For PartyNo.-3 For and on behalf of M/s

Signature of the authorized representative)

WITNESS:

I…….

II…….

APPENDIX–III

Bid Securing Declaration

(Refer Clauses 2.24)

Date:_____

Tender Reference No.: _____ Project Name: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-SecuringDeclaration.

We accept that we will automatically be suspended from being eligible for Bidding, or submitting Bids in any contract with the Employer for the period of time of 6 (six) monthsfrom the date of notification, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have submitted a non-responsive bid; or
(b) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
(c) having been notified of the acceptance of our Bid by the Employer during the period of Bid validity,
(d) fail or refuse to execute the Contract, if required.

If I/We withdraw or modify my/our Bid during the period of validity, or if I/we are awarded the contract and fail to sign the contract agreement, or to submit performance security before the deadline as per NIT/ Tender document / Letter of award or any other default made by me/us till execution of agreement as defined in the NIT/Tender Document, I/we will be banned for 02 (two) years from being eligible to submit Bids in CIL and its subsidiaries.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) notification of the name of the successful Bidder; or (ii) twenty-eight daysafter the expiration of our Bid.

Name of the Bidder
Name of the person duly authorized to sign the Bid on behalf of the Bidder***** _____
Title of the person signing the Bid _____
Signature of the person named above _____

Date signed_____day of_____, _____

*: Person signing the Bid shall have the power of attorney given by the Bidder attached to theBid

APPENDIX-IV

Format of Performance Security

(Not to be submitted as part of Technical Bid. It is to be submitted by the Successful Bidder prior to signing of the Project Agreement)

……..(Name and Address of the concerned Subsidiary Company/ Purchaser Company)

Re: Bank Guarantee in respect of Agreement/Contract/Purchase order vide No……..…..,Dated……. Between Central Coalfields Limited (Name of Authority) and (Name of Healthcare Agency)
Messers…….. a Company/Firm having its office at …….. (herein after called "the
the terms and conditions contained in the said contract.
The…… (name of the Bank) (hereinafter called "the Bank") having its Office at has at
the request of the Healthcare Agency agreed to give the Guarantee as hereinafter contained.

Bank to pay the same , or calling on the Authority to compel such payment by the Healthcare Agency.
Any such demand shall be conclusive as regards the liability of the Healthcare Agency to the Authority and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Healthcare Agency has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Authority and the Healthcare Agency regarding the claim.
We, the Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Agreement which is likely to be ……. day of …….. but if the period of Agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the Healthcare Agency and the Authority, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of ……..…. or such lesser amount of the said sum of ……
as may be due to the Authority and as the Authority may demand.
This Guarantee shall remain in force until the dues of the Authority in respect of the said sum
Of…… are fully satisfied and the Authority certifies that the Agreement has been fully carried out by the Healthcare Agency and discharges the guarantee.
The Bank further agrees with the Authority that the Authority shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said Project Agreement or to extend time for performance of the said Project Agreement from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the Healthcare Agency and to forebear to enforce any of the terms and conditions relating to the said Project Agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Healthcare Agency or to any forbearance, act or omissions on the part of the Authority or any indulgence by the Authority to the Healthcare Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.
The Bank further agrees that in case this Guarantee is required for a longer period and is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of ……..…..
or such lesser sum as may then be due to the Authority and as the Authority may require.
Notwithstanding anything contained herein the liability of the Bank under this Guarantee is
restricted to Rs……..…….only. The guarantee shall remain in force till the day ……*…….. of ……*..…….
and unless the guarantee is renewed or claim is preferred against the bank within the validity period and/or the claim period from the said date, all rights of the Authority under this guarantee shall cease and the Bank shall be released and discharged from all liabilities hereunder except as provided in the preceding Clause.

The Bank has under its constitution power to give this Guarantee and [Name of the person (s)] who has signed it on behalf of the Bank has authority to do so.

"The Bank Guarantee as referred above shall be operative at our branch at …….. payable at …….

The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more

APPENDIX-V

e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
   a. Cancellation of my/our bid/contract (as the case may be)
   b. Forfeiture of EMD
   c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/Subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed inthe tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be apart of our agreement with CIL/Subsidiary Company.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

www.coalindiatenders.nic.in is an e-procurement portal of Coal India Limited / its Subsidiary.

THIS E-TENDER PORTAL AND RELATED SERVICES TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS DET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATIONAND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OFTHE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal, you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at theirown discretion. However, some information such as "User ID" are protected against changes by Bidder afterenrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of theinformation on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet

connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them ordamages caused to them arising out of the following:

(a). Incorrect use of the e-Tender System, or;

(b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet ServiceProviders, or;

(c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or anyother factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entitiesof CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. Coal India Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proofof participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person fromwhich such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e- mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserves the right to re-tender /cancel a tender or extend theclosing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary Company is situated shall have non-exclusive jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principal Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

<u>General Policy</u>:

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only

a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our

  portal;The date and time you access our portal;

- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

e-Mail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending e-Mail / SMS alerts at various events as per the bidders preference. There is no manual intervention while sending these pre-defined e- Mail / SMS alerts. All events for which e-Mails / SMS being sent is also available to users on the Dash Board
/ the user login of the Bidder. Although all efforts will be made to ensure timely delivery of e-Mail / SMS, due to dependency in various other external factors, the delivery of e-Mail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of e-Mail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

Illustration of VGF and Management Honorarium Period and Payouts:
(THIS ANNEX II IS ONLY FOR ILLUSTRATIVE PURPOSE. IT NEED NOT BE SUBMITTED AS PART OF THE TECHNICAL BID)

Financial Bid (as quoted by Sucessful Bidder):	
Management Honorarium	0.50%

Assumptions	
Appointed Date	1/1/2022
Effective Date	1/3/2022
End of Project Agreement Period	28/2/2039
Required Phase I COD	1/3/2024
Required Phase II COD	1/3/2025

Period	Duration of applicable Financial Years or part thereof
Project Support Period	1/3/2024 to 31/3/2024
	1/4/2024 to 31/3/2029

Annual Viability Gap Funding

Project Support Period	Proposed Hospital's Annual Revenues during the period (Rs cr)	Proposed Hospital's Annual Costs during the period (Rs cr)	Annual Viability Gap Funding (Rs cr)
1/3/2024 to 31/3/2024	1	1.1	0.1
1/4/2024 to 31/3/2025	1.3	1.4	0.1
1/4/2025 to 31/3/2026	1.5	1.5	0
1/4/2026 to 31/3/2027	1.7	1.9	0.2
1/4/2027 to 31/3/2028	2.2	2.1	0
1/4/2028 to 31/3/2029	2.3	2.4	0.1

Management Honorarium if Phase II COD is achieved by the Required Phase II COD

Period	Proposed Hospital's Annual Revenues during the period (Rs cr)	Management Honorarium (Quoted)	Management Honorarium Amount (Rs cr)
1/3/2024 to 31/3/2024	3	0.50%	0.015
1/4/2024 to 31/3/2025	4	0.50%	0.02
1/4/2025 to 31/3/2026	5	0.50%	0.025
1/4/2026 to 31/3/2027	6	0.50%	0.03
1/4/2027 to 31/3/2028	7	0.50%	0.035
1/4/2028 to 31/3/2029	8	0.50%	0.04

Management Honorarium if Phase II COD is is achieved beyond the Required Phase II COD:

If Phase II COD is 1/9/2025 and Required Phase II COD - 1/3/2025 then Delay Period is the period - ***1/3/2025 to 1/9/2025***

Period	Proposed Hospital's Annual	Management Honorarium	Management Honorarium Amount (Rs cr)
1/3/2024 to 31/3/2024	3	0.50%	0.015
1/4/2024 to 28/2/2025	3.8	0.50%	0.019
1/3/2025 to 1/9/2025	2	0.45%	0.009
2/9/2025 to 31/3/2026	5	0.50%	0.025
1/4/2026 to 31/3/2027	6	0.50%	0.03
1/4/2027 to 31/3/2028	7	0.50%	0.035
1/4/2028 to 31/3/2029	8	0.50%	0.04

Delay Period

Parts of Financial Years adjoining the delay period

Calculation of Management Honorarium for the Delay period *:* In order to calculate the Management Honorarium amount for the Delay period, the auditor / CA will calculate the apportioned revenue for the Delay Period and parts of Financial Years adjoining the Delay period for calculation of the corresponding period's Management Honorarium.

APPENDIX-VI Annex II

Illustration of QCBS based Bid Evaluation
(THIS ANNEX II IS ONLY FOR ILLUSTRATIVE PURPOSE. IT NEED NOT BE SUBMITTED AS PART OF THE TECHNICAL BID)

ILLUSTRATION

Step 1 – Computation of Technical Score (T_s)

Categories	Sub-Category	Maximum Score	Scoring Criteria
Hospital Construction Experience (25 marks)	Number and size of projects	20	13
	Hospital Construction in non-metro cities	3	0
	Hospital Construction internationally	2	2
Hospital O&M experience (55 marks)	Number and size of hospital projects	20	18
	Bed Occupancy	5	5
	No. of staff handled	5	5
	Types of specialty services offered	5	5
	Number of surgeries	5	4
	Number of Intensive Care Unit (ICU) beds	10	7
	ISO Certification and NABH Accreditation	5	2
Project Plan (20 marks)	Approach and Methodology and Project Strategy	10	7
	Implementation Plan	5	4
	Outreach Plan	5	4
Total Score		100	76

Therefore $T_s = 76$

Step 2 – Assessment of Financial Quote (F)

Assume 3 bidders with following financial quote

PARAMETERS	Bidder 1	Bidder 2
Financial Quote (In %)	1.5	1.9

Step 3 – Computation of QCBS Score

PARAMETERS	Max Marks	Bidder 1	Bidder 2
Technical Score	**100**	76	71

Total Marks	**100**	76	71
Technically Qualified		**Yes**	**Yes**
Technical Score	**90%**	**68.40**	**63.90**
Financial Quote (In %)		**1.5**	**1.9**
Financial Score w/o Weighted		**100.00**	**78.95**
Weighted			
Financial Score	**10%**	**10.00**	**7.89**
Total Score		**78.40**	**71.79**
Rank		**1**	**2**

Competent Authority and procedure for Registration with Competent Authority in case of bidder from a country which shares a land border with India

A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

B. The Registration Committee shall have the following members*:

   i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
   ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
   iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.

C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.

D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.

E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.

F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.

G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.

H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required**.

I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.

L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance**.

ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Office order regarding exclusion from restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block
New Delhi
23rd July, 2020

Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,

(1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.

(2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.

(3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

APPENDICES

PART II: FINANCIAL BID

Annex-I

Financial Bid is an excel file titled BOQ which would have been part of tender documents downloaded from the e-procurement portal.

(Refer Clause 1.2.6 and Clause 2.1.4)

Central Coalfield Limited

Selection of Organization for Construction and Operation of a Super Specialty Hospital at Kanke, Ranchi

Project Agreement (PA)
Between
Central Coalfield Limited &

(Healthcare Agency)

CONTENT

List of Tables

PROJECT AGREEMENT

THIS AGREEMENT is made and entered into at [•] on this [•] day of [•] , [•] by and between:

1. **THE Chief Managing Director of** Central Coalfield Limited **acting through the** [•] , [•] having its offices at [•] (hereinafter referred to as the "**Authority**"), which expression shall unless excluded by or repugnant to the context or meaning thereof, be deemed to include its officers, successors, assigns, representatives and constituents); of the **FIRST PART,**

AND

2. [•], a [Society, Trust, or a Not for Profit Company, as applicable] incorporated under registered under the [•] having its registered office at [•], represented by [•] (hereinafter referred to as the "**Healthcare Agency**"), which expression shall unless excluded by or repugnant to the context, be deemed to include its successors, representatives and permitted assigns), of the **SECOND PART**.

WHEREAS:

A. The Authority desires to improve access to quality screening, diagnostic and treatment Services related to Cardiology, , Pulmonology and Allied specialties including managing diabetes, hypertension, stroke and related co-morbidities by development and operation of a super-specialty Hospital at Kanke, Ranchi.

B. The Authority desires to contribute towards (i) improving access to the above mentioned Services; (ii) to locally meet the growing demand for the above Services; and (iii) reducing out-of-pocket expenditure for those accessing Services in terms of cost of diagnosis, treatment, and care for the above Services.

C. The Authority intends to undertake these activities at the proposed new Hospital at Kanke, Ranchi through public private partnership.

D. Pursuant to the above, the Authority invited bids by its Notice No. [•] dated [•] (the "**Tender Notice**") for short listing of bidders for the Project (as defined below) and had shortlisted certain bidders.

E. The Authority prescribed minimum technical specifications and terms and conditions for the Project in the Tender Notice.

F. After evaluation of the Bids received, the Authority accepted the Bid of the Selected Bidder ("**Selected Bidder**") and issued the letter of acceptance No. [•] dated [•] (hereinafter called the "**Letter of Acceptance**" or the "**LOA**") to the Selected Bidder requiring, inter alia, the Selected Bidder to execute this Agreement within fifteen (15) days of the date of issue of LOA and thereafter execute the Project.

G. The Selected Bidder has submitted a letter dated [•] accepting the LOA and indicating the date for executing this Agreement. The Authority and the Selected Bidder, as indicated in Point 2 above and hereinafter referred to as the Healthcare Agency accordingly enter into this Project Agreement on [•] date for executing the Project in accordance with the terms and conditions set forth here in after.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Project Agreement, the sufficiency and adequacy whereof is hereby acknowledged, and intending to be legally bound hereby, the Parties agree on the following terms and conditions as set out below:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions used in this Project Agreement and beginning with capital letters shall, unless the context otherwise requires, have the meaning ascribed to them below.

1. "**Accounting Year**" or " **Financial Year**" shall mean the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year; or any Duration specified by a Government of India notification which amends the period of Accounting Year or the Financial Year;
2. "**Agreement**" shall mean this agreement, its Recitals, the Schedules here to and any amendments there to made in accordance with the provisions contained in this Agreement.
3. **"Appointed Date"** is within 15 days of receipt of acceptance towards the Letter of Award from the Healthcare Agency when the Project Agreement is signed.
4. "**Annual**" covering the period of a year from 1st April to 31st March.
5. "**Applicable Laws**" shall mean all laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which are in force and effect, or may be amended from time to time, as on the date hereof and which may be promulgated or brought into force in the territory of India, including judgments, decrees, injunctions, writs or orders of any court, as may be in force and effect, during the subsistence of this Agreement and applicable to the Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on the date of this Agreement and during the subsistence thereof.
6. **Annual Revenue** shall refer to the total income generated by the Project by the sale of goods or services and from subcontracting arrangements relating to the Project during a Financial Year, wherein, the services shall comprise all clinical, non clinical services offered by the Project. Annual Revenue shall include revenues from the Self-Paying Patients, Government Insurance Scheme Patients and from the Government Referred Patients. Additionally, Annual Revenue shall also comprise funds/donations received/collected by the Healthcare Agency for the Project.
7. "**Applicable Permits**" shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the Construction, operation and maintenance of the Project during the subsistence of this Agreement.
8. "**Authority**" shall mean and have the meaning as attributed thereto in the array of Parties hereinabove set forth in the Recitals.
9. "**Change in Law**" shall mean the occurrence of any of the following after the last date of the submission of the Bid: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing Indian law; (c) the commencement of any Indian law which has not entered into effect until the last date of the submission of the Bid; (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the last date of the submission of the Bid; or (e) any change in the rates of any of the Taxes that have a direct effect on the Project.
10. "**Competent Authority**" shall mean any person or organization that has the legally delegated or invested (by the Authority or any of its authorized bodies) Authority, capacity or power to perform a designated function.
11. "**Construction**" shall mean, unless the context requires otherwise, investigation, designs and drawings, developing, monitoring, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to new construction of both Phase I and Phase II of the Project, and "**Construct**" shall be construed accordingly.
12. "**Construction Works**" shall mean all works and things necessary to complete the Construction of the Project Facilities for both Phase I and Phase II of the Project in accordance with this Agreement.
13. "**Cure Period**" shall mean the period specified in this Project Agreement for curing any breach or default of any provision of this Project Agreement by the Party responsible for such breach or default and shall: (a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice; (b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement.

14. " **Damages**" shall mean considerations in form of money to be paid by the Healthcare Agency to the Authority as compensations for breach of the terms of this Agreement.
15. "**Duration**" shall have the same meaning as Project Period.
16. "**Encumbrances**" shall mean, in relation to the Project, any encumbrances, such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein.
17. "**Escrow Account**" shall mean an account which the Healthcare Agency shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures of the Project shall be credited and debited, as the case may be, in accordance with the provisions of Clause13.6.2 this Agreement, and includes the Sub- Accounts of such Escrow Account.
18. "**Government Instrumentality**" shall mean any department, division or sub-division of the Government of India or the Authority and includes any commission, board, Authority, agency under the control of the Government of India or the Authority, as the case may be, and having jurisdiction over all or any part of the Project
19. "**Healthcare Agency**" shall mean the Selected Bidder for execution of the Project as mentioned in also set forth in the Recitals.
20. "**Hospital**" shall refer to the Hospital being developed as a part of Project.
21. "**Independent Monitor(s)**" means independent engineers or an independent healthcare / Hospital consultants or agencies, either externally hired by the Authority or designated from among the Authority personnel.
22. "**Inspection Report**" shall have the same meaning as O&M Inspection Report.
23. "**Key Performance Indicators**" or " **KPIs**" shall mean and have the meaning as attributed and set forth in the Article 20.2.1 and Schedule 9.
24. "**Material Adverse Effect**" shall mean the circumstances that may have an effect on (a) ability of the Healthcare Agency to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement, and / or (b) frustrate the legality, validity, binding nature or enforceability of this Agreement.
25. "**Material Breach**" shall mean a breach by either Party of any of its obligations under this Project Agreement which has or is likely to have a Material Adverse Effect on the delivery of Services under the Project, implementation of the Project or on any part of the Project Facilities, and which such Party shall have failed to cure.
26. "**Operations and Maintenance**" or "**O&M**" shall mean the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of medical and non-medical services and facilities, collection of user charges maintaining sub-contractual vendor relationships which is further detailed in the Article 13 of the Project Agreement. It shall refer to Phase I O&M or Phase II O&M, or both as the context may require.
27. "**Parties**" shall mean the Parties to this Project Agreement and "Party" shall mean any one of them, as the context may admit or require.
28. "**Phase I O&M Period**" - It shall refer to the period starting from the Phase I COD till end of Project Agreement Period or expiry of the Project Agreement whichever is earlier.
29. "**Phase II O&M Period**" – It shall refer to the period starting Phase II COD till end of Project Agreement Period or expiry of the Project Agreement whichever is earlier
30. "**Project Agreement Period**"**-** It shall refer to the period starting from the Appointed Date and lasting till 17 years from the Effective Date or expiry of the Project Agreement, whichever is earlier.
31. "**Project Support Period**" – It shall refer to the period starting from the Phase I COD till 31st March of that Financial Year and continued till the following 5 Financial Years or expiry of the Project Agreement whichever is earlier.
32. "**Project"** shall mean the design, Construction, Commissioning, Operation and Maintenance of a 200 bed super-specialty hospital in two phases (i.e. Phase I and Phase II), each of which will consist of 100 beds for the duration of the Project Agreement Period and comprising the scope mentioned under Article 2 of this Project Agreement and including other terms and conditions detailed in this Project Agreement.
33. "**Project Agreement**" shall mean this Agreement, its Recitals, the Schedules here to and any amendments there

to made in accordance with the provisions contained in this Agreement.

34. "**Project Development Completion Schedule**" shall mean the timeline to be adhered to by the Healthcare Agency for the implementation of the Project, in accordance with the approved Project Implementation Plan annexed as Schedule 4.
35. "**Project Development Period**" shall mean the period between the Appointed Date and the Commercial Operation Date i.e. Phase I COD or Phase II COD as the context may require.
36. "**Project Facilities**" shall mean all facilities including infrastructure, medical and non-medical equipment, Services, personnel, systems and processes to be developed and maintained by the Healthcare Agency in the proposed Hospital as per the provisions of this Agreement including the minimum facilities as stated in Schedule 2 and future rehabilitation, expansion thereof.
37. "**Project Hospital Management Information System**" or " **P-HMIS**" shall mean the software procured, developed and / or customized by the Healthcare Agency at its own cost for the purpose of handling the entire operations of the Project including but not limited to the following illustrative modules: patient administration module, clinical records module, personnel administration module, nursing, ward, theatre, laboratory, radiology management modules, all support function modules, asset module and finance module.
38. "**Project Portal**" shall mean the web site developed by the Healthcare Agency for the Project which has integrated within its architecture the P-HMIS among other functionalities as required.
39. "**Right of Way**" means the license to the Site for the purpose of implementing the Project together with rights to construct, operate and maintain the Project in accordance with this Agreement.
40. "**Rupees**" or "**Rs.**" or "**INR**" or "**Re**" or "**Rupee**" refers to the lawful currency of the Republic of India.
41. "**Selected Bidder**" shall mean the individual entity which has been issued the Letter of Award by the Authority for implementing this Project pursuant to the Bid.
42. "**Services**" means the services identified in Section 2.3 and Schedule 1.
43. " **Specifications and Standards**" shall mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in the Detailed Project Report in Schedule 3, Schedule 9.
44. "**Tariff**" shall mean charges for the Services that the Healthcare Agency is entitled to receive in accordance with Article 14.4 of this Agreement.
45. "**Term**" shall have the meaning as Project Period.
46. "**Total Project Cost**" shall mean the total capital cost of the Project as shared by the Healthcare Agency with the Authority vide Article 5.2.1(v), which may be different from the Estimated Total Project Cost.
47. "**Users**" shall mean CCL/CIL employees, and Self-Paying Patients as referred to in Article 14.1.1 (a), (b) and (c).
48. "**User Charges**" shall mean the charges paid by the Users or by the Authority on behalf of the Users for the Services.

1.2 Interpretations

1.2.1 In this Agreement, unless the context otherwise requires:

a. Any reference to a statutory provision or any legislation or any provision thereof, shall include such provision as is from time to time enacted, amended, modified or re-enacted or consolidated.
b. References to Applicable Laws, shall include all the laws, acts, ordinances, rules, regulations, bye laws, notifications, guidelines, which have the force of law.
c. The words importing singular shall include plural and vice versa.
d. References to a 'person' shall be construed as reference to a natural person, partnerships, companies, corporations, joint ventures, trusts, associations, organizations, or other entities (whether or not having a separate legal entity) and shall include successors and assigns.
e. The Schedules to this Agreement form an integral part of this Agreement.

1.2.2 The rule of Construction, if any, that an Agreement should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply to this Agreement.

1.3 Ambiguities and Priority of Documents

1.3.1 The following principles shall apply in case of ambiguities within this Agreement:

a. Between different Articles of this Agreement, the provisions of specific Articles and Article relevant to the issue under consideration shall prevail over those in other Articles.
b. Between the Articles / Article and the Schedules / Annexes, the Articles / Article shall prevail, save and except as expressly provided in the Articles / Article or the Schedules / Annexes.
c. Between any value written in words and that in numerals, the latter shall prevail.
d. Between the written description on the Drawings and the Specifications and Standards, the latter shall prevail.
e. Between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail.

1.3.2 Unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and Agreements forming part hereof shall, in the event of any conflict between them, be interpreted in the following order of priority:

a. This Agreement.
b. All other Agreements and documents forming part thereof.

ARTICLE 2 SCOPE OF THE PROJECT

2.1 Objectives

2.1.1 The objective of the Project is to improve access to the Services as set forth in Article 2.3, 2.4 in the Hospital by engagement of a Healthcare Agency.

2.1.2 It is expected that by implementing the Project, the Authority shall be able to:

a. Improve access to Specialized Services at the Hospital.
b. Locally meet the growing demand for Specialized Services.
c. Reduce out-of-pocket expenditure for those accessing Services in terms of cost of diagnosis, treatment, and care for Specialized Services.

2.2 Area of Operation

2.2.1 The Project shall be implemented in Kanke, located in the Ranchi in Jharkhand.

2.3 Project Facility and Services

2.3.1 The Healthcare Agency shall, in order to offer the Services, develop, operate, manage and successfully run the Project Facilities in accordance with the minimum provisions set forth in Schedule 1

2.3.2 The scope of work will broadly include the design and construction of a 200 bed super-specialty hospital in two phases (i.e. Phase I and Phase II), each of which will comprise 100 beds. The Healthcare Agency may engage a construction sub-contractor for construction of the Project vide EPC mode and the Healthcare Agency will be paid as per the milestones and terms and conditions indicated in the Project Agreement. The selected Healthcare Agency shall remain responsible for operation and maintenance (O&M) of the Project in accordance with the terms of the Project Agreement starting from Phase I COD and continued thereafter till the end of the Project Agreement Period, which could further be extended depending upon mutual terms. The Capex on procurement of medical and non-medical equipment will be provided by the Authority. Further, the Authority shall pay viability gap funding and management honorarium during the Project Support Period post which the Healthcare Agency shall be responsible to make itself self-sustainable. The detailed terms and conditions are set forth in this Project Agreement, including the scope of services and other terms and conditions, including as follows:

1 The Authority will provide 12-acre land parcel as its initial contribution, free from encumbrances, at Kanke, Ranchi for the construction of super specialty Hospital.

2 The Healthcare Agency will be responsible for preparation of DPR and getting the same approved from the Authority, followed by detailed engineering design, preparation of Good for Construction Drawings and getting the same approved by the Authority, seeking various approvals for construction from related agencies, getting the hospital constructed through a construction contractor to be appointed by the Healthcare Agency in a transparent and competitive manner, maintain transparency in dealings with all external parties, arrange for the

necessary approvals and completion certificates from concerned agencies. The construction of the Project may be carried out on EPC mode and to be funded by the Authority as per payment terms indicated in the Project Agreement

3 After completion of construction and commissioning of the respective phases of the Project, the Healthcare Agency shall operate and maintain the same till end of Project Period, which could further be extended depending upon mutual terms. The Healthcare Agency shall also be responsible for expansion and rehabilitation of the Project, as needed in accordance with the terms and conditions of the ProjectAgreement.

4 The Construction work is envisaged to be completed in 2 phases comprising a total of 200 beds, [Phase-1 with 100 beds to be completed and commissioned in 2 years from Effective Date and Phase-2 with another 100 beds to be completed and commissioned in 3 years from Effective Date;].

5 The Hospital is envisaged to be a super specialty Hospital with a focus on Cardiology, Pulmonology and allied specialties as necessary (indicated in Project Agreement – Schedule-1A) covering at least the following and others as necessary- Neurology, Neurosurgery, Nephrology. It is clarified that the super specialty refers to tertiary level of care and specialty refers to at least secondary level of care. The Healthcare Agency is encouraged to undertake further market studies for providing additional related services.

6 The Hospital services to be provided shall include, but not limited to Cath lab, ICU, Imaging and Radiology Xray, CT, MRI, Ultrasound, Laboratory Medicine, Non Interventional cardiology- ECG, stress test TMT, Echocardiography, Bronchoscopy, Pulmonary function test, Holter monitoring, Neurophysiology- EEG, EMG, NCV, PET-CT, sleep studies, among others as necessary.

The Healthcare Agency is encouraged to undertake further market studies for providing additional related services.

6. The Authority shall pay for the cost of construction (on EPC mode) including the capex on medical & non-medical equipment to set up the Project and remain the owner as per the Project Agreement.
7. The gap in Annual Revenue and Annual Expenditure (**Annual Viability Gap Funding**) as certified by the Statutory Auditor shall be borne by the Authority for Project Support Period, in accordance with the terms and conditions of the Project Agreement. In addition, a management honorarium (the "**Management Honorarium**") as certified by the Statutory Auditor shall be paid by the Authority during the Project Support Period.
    - For each Financial Year or part thereof of the Project Support Period, the Authority will provide Annual Viability Gap funding and the Management Honorarium.
    - The Authority shall pay Annual Viability Gap Funding and Management Honorarium during the Project Support Period post which the Healthcare Agency shall be responsible to make itself self-sustainable.
    - No grant support, no viability gap funding, no management honorarium is available beyond the above indicated Project Support Period and the Healthcare Agency will thereon have to manage on it's own.
8. During the Operations and Maintenance period, the Healthcare Agency shall ensure that the Project Facilities, medical and non-medical equipment and materials, utility systems are maintained properly and diligently and shall ensure its proper working condition at all times and observe necessary performance parameters in accordance with the Project Agreement.
9. The Healthcare Agency shall be responsible for submitting periodic reports, as envisaged in the Project Agreement for keeping Authority well informed aboutprogress of the project during construction and operation phases of the Project.
10. There shall be (i) at least 50% reserved beds for Government Insurance Scheme Patientsand Government Referred Patients (ii) balance 50% reserved beds for Self-PayingPatients. All the users/ patients shall receive the same standard of care. The users/patients shall be treated at affordable rates as per the terms of the Project Agreement.
    a. The following bodies will be constituted for the purpose of Project Monitoring:
    - Hospital Governing Council (HGC)
    - Hospital Management Committee (HMC)
    - Project Management Committee (PMC)
    - Independent Monitor (IM)

    In this regard, the Healthcare Agency will be responsible for cooperating with the Committees as detailed in the Project Agreement.

11. The Authority will be responsible for making timely payments during the construction phase (to be carried out on EPC mode) and during the Project Support Period to the Healthcare Agency as detailed in the Project Agreement.
12. The Healthcare Agency will be responsible for delivering all the services under their own name and style. No sub-letting of the work as a whole by the Organization is permissible. Prior permission is required to be taken from the Authority for engagement of sub-Organizations in part work/ piece rated work related to medical or non-medical services. Outsourcing of any critical medical service will be allowed only on proper justification and with prior permission of CCL.
13. At the end of the tenure of the Project Agreement or termination, whichever is earlier, all Project facilities will be handed back to the Authority, unless extended on mutual terms between the Parties.
14. The Healthcare Agency shall be solely responsible for running and operation ofthe hospital and related litigation & other operational issues and hereby confirm that Authority shall not be responsible for any act of the Healthcare Agency.

    Further details, including terms and conditions are provided in this Project Agreement.

2.4 Ancillary Services

2.4.1 The Healthcare Agency may provide additional medical and non-medical commercial Services incidental to the Services, such as an out-patient pharmacy, cafeteria, parking and other similar facilities within the Project Site with explicit prior approval of the Authority, and provided the Project is not affected in any manner.

ARTICLE 3 AGREEMENT

3.1 Grant of Agreement

3.1.1 Subject to the terms and conditions of this Agreement, the Authority hereby grants to the Healthcare Agency and the Healthcare Agency hereby accepts the exclusive right to:

a. Develop, operate and maintain the Project Facilities.
b. Provide the Services.
c. Receive the User Charges as set forth in Article 14.6.3, 14.6.4 and 14.6.5.
d. Use the Project Site to implement the Project including carrying out Ancillary Services.

3.1.2 The Healthcare Agency shall undertake all the above to be carried out in accordance with this Agreement, Applicable Laws, the Applicable Permits and Good Industrial Practice.

3.2 Project Period

3.2.1 This Project Agreement shall come into force on the **Appointed Date**, that is, the date of signing this Agreement. The Authority hereby grants to the Healthcare Agency a Project for a period of 17 years from the Effective Date, unless otherwise extended or terminated in accordance with this Article 24 ("**Project Period**" or the "**Term**" or the "**Duration**").

3.3 Milestones during the Project Period

3.3.1 The Parties shall ensure through mutual cooperation that the following Project milestones as per Table 1 are complied with as per the provisions of this Agreement:

Table 1- Milestones during the Project Period

Milestones	Allotted Time	Date
Date of signing this Agreement	**Appointed date** is within 15 days of receipt of acceptance towards the Letter of	[X]

– '**Appointed Date**'	Award issued by the Healthcare Agency when the Project Agreement is signed	
Required Effective Date	**Required Effective Date** is the date falling on the 60th calendar day from the Appointed Date or as may be extended by the Parties in accordance with the Project Agreement.	X + 2 months
Effective Date	The date on which the Parties have both fulfilled the Conditions Precedent and have declared Effective Date in accordance with Article 5.3.3 of Project Agreement	X + 2 months unless extended by both Parties
Required Commercial Operation Date	Shall refer to either Phase I Required Commercial Operation Date and/or Phase II Required Commercial Operation Date.	
Phase I Required Commercial Operation Date	The date falling on the 2 years from the Effective Date when Phase 1 facilities are required to be constructed and become operational.	X+26 months
Phase I Commercial Operation Date (also referred to as COD depending on context)	The date on which the Healthcare Agency has fulfilled the conditions specified in the Project Agreement and the Independent Monitor(s) has approved and certified such fulfilment with respect to Phase I of the Project in accordance with Article 5.4.6 and Article 11.2 & 11.3 of this Project Agreement.	X + 26 months unless extended by both Parties
Phase II Required Commercial Operation Date	The date falling on 3 years from the Effective Date when Phase II facilities are required to be constructed and become operational	X+38 months
Phase II Commercial Operation Date (also referred to as COD depending on context)	The date on which the Healthcare Agency has fulfilled the conditions specified in the Project Agreement and the Independent Monitor(s) has approved and certified such fulfilment with respect to the Project in accordance with Article 5.4.6 and Article 11.2 & 11.3 of this Project Agreement.	X + 38 months unless extended by both Parties

ARTICLE 4 STRUCTURE OF THE HEALTHCARE AGENCY

The Healthcare Agency comprises [] .
The Healthcare Agency will create a separate business vertical to dedicatedly manage the Project and offering backstopping support to the same. The business vertical will have a separate Project account for this Project.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Conditions Precedent of the Authority

5.1.1 Authority Conditions Precedent are required to be satisfied by the Authority within sixty (60) days of the Appointed Date and shall be deemed to have been fulfilled when the Authority has:

a) Handed over the Project Site to the Healthcare Agency in accordance Article 10 without any encumbrance and without any access barriers
b) Provided to the Healthcare Agency the Right of Way to the Project Site in accordance with the provisions of Article 10.1 and 10.2.
c) Established the Project Management Committee, Hospital Management Committee, Hospital Governing Council as per Article 20.1.2 of the Agreement.
d) Appointed Independent Monitor(s) in accordance with the terms of this Agreement.

5.2 Conditions Precedent of the Healthcare Agency

5.2.1 The Healthcare Agency shall fulfil the following Conditions Precedent within sixty (60) days of the Authority fulfilling its Conditions Precedent or before the Effective Date, whichever is later:

a. Prepare and submit to the Authority the complete Construction and Phase I COD and Phase II COD of the Project plan including the design of the Construction Work, Construction completion schedule and the Construction quality plan (hereinafter together called the "**Detailed Project Report**") in accordance with Schedule 3 and the terms of this Agreement. The Detailed Project Report shall include but not be limited to:
   i. Architectural Drawings including civil, electrical and plumbing specifications and implementation schedule of the Construction Work.
   ii. Bio-medical equipment plan along with load specifications including details of procurement, installation and testing, downtime of equipment and alternate plan during downtime to ensure continuity of the Services to Users at no addition cost.
   iii. Plan for quality control and inspections during upgradation.
   iv. Project development and implementation timelines.
   v. Detailed financial plan for the Project including capex estimation leading to the Total Project Cost.
b. Prepare and submit Project implementation timelines indicating the timeframe within which different components of the Detailed Project Report shall be completed by the Healthcare Agency in accordance with Schedule 4.
c. Healthcare Agency Open and establish the Escrow Account in accordance with Article 14.6.2 of this Agreement.
d. Designate a nodal person for all communication and coordination with the Authority.

5.2.2 The Authority shall review and approve the Detailed Project Report submitted by the Healthcare Agency vide the provisions of Article 5.2.1(a) and Project Implementation Plan vide the provisions of Article 5.2.1(b).

5.2.3 Review period shall not exceed twenty-one (21) days, calculated from the date on which the Authority receives the Detailed Project Report from the Healthcare Agency ("**Review Period**").

5.2.4 The Authority may, within the Review Period, give notice to the Healthcare Agency that the Detailed Project Report fails (to the extent stated) to comply with the terms of the Agreement which shall be rectified and resubmitted by the Healthcare Agency for review and approval of the Authority in accordance with this Clause.

5.2.5 If the Authority fails to approve or give notice to the Healthcare Agency that the Detailed Project Report fails (to the extent stated) to comply with the Agreement within the Review Period, then the Authority shall be deemed to have approved the Detailed Project Report.

5.2.6 Any approval or consent, or any review (under this Article or otherwise), shall not relieve the Healthcare Agency from any obligation or responsibility under this Agreement.

5.3 Fulfilling Conditions Precedent and Compliance Certificate

5.3.1 Each Party shall make reasonable endeavors to satisfy the Conditions Precedent at an early date within the time stipulated and shall provide the other Party with such reasonable cooperation, as may be required, in fulfilling the Conditions Precedent for which that Party is responsible.

5.3.2 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent.

5.3.3 Once the Conditions Precedent on the respective Parties have been satisfied, the Parties shall decide on the Effective date of the Agreement on which date the Authority shall provide the Healthcare Agency vacant possession of the Site.

5.3.4 Any Party may make proposal(s) for an extension of the Required Effective Date, but the other Party shall be under no obligation to accept such proposals. Any Agreement on an extension of the Required Effective Date must be made in writing and signed by all the Parties.

5.4 Consequences of Non-fulfilment of Conditions Precedent

5.4.1 The Parties hereby agree and undertake that it shall ensure fulfilment of all Conditions Precedent set out above within the Required Effective Date.

5.4.2 In the event a Party does not fulfil any or all of the Conditions Precedent within the prescribed timeframe, and the delay has not occurred as a result of breach of this Agreement by the other Party or due to Force Majeure, then the defaulting Party shall be entitled to a further period not exceeding forty-five (45) days, subject to payment of Damages to the non-defaulting party in a sum calculated at the rate of one (1) percent of the Performance Security for each day of delay until the fulfilment of such Conditions Precedent.

5.4.3 If the Effective Date has not occurred within forty-five (45) days of the Required Effective Date then, unless the Parties have agreed to extend the Required Effective Date in accordance with Article 5.3.4, either Party may terminate this Agreement by giving thirty (30) days written notice to the other Party.

5.4.4 Upon termination under Article 5.4.3 due to non-fulfilment of Conditions Precedent by the Healthcare Agency, the Authority shall be entitled to encash the Performance Security or part thereof and appropriate the proceeds thereof as Damages.

5.4.5 **Obligations prior to COD**: The Healthcare Agency shall fulfil the following obligations by the Required Commercial Operation Date ("**COD Obligations**"):

a. Complete the Construction Work.
b. Procure all the Applicable Permits specified in Schedule 3.
c. Submit a Service Quality Manual in accordance with Article 13.1.2.
d. Submit an Annual Maintenance Plan in accordance with Article 13.3.5.
e. Submit a Repair and Maintenance Manual in accordance with Article 13.3.
f. Submit a human resources plan including the positions, minimum qualifications and experience, job profiles and the number of personnel in each position that the Healthcare Agency proposes to deploy for the operations and management of the Services and the Project Facilities in accordance with Article 8.2.4.
g. Ensure fulfilment of all provisions related to completion and verification as set forth in Article 11.4.
h. Submit an undertaking and protocol towards setting up a Beneficiary Grievance Redressal System in accordance with Article 21.
i. Set up an office for the Project at the Project Site and appoint a full-time Project manager for the Project.

5.4.6 On fulfilment of the above obligations, the Healthcare Agency shall provide a written notice to the Authority and Independent Monitor that it has fulfilled the COD Obligations which will be reviewed by the Independent Monitor within twenty-one (21) days. If the Healthcare Agency has fulfilled the above obligations, then the Independent Monitor will inform the Parties that COD has been achieved ("**COD Achievement Notice**"), else, the Independent Monitor will inform the Healthcare Agency regarding the items that the Healthcare Agency failed to fulfil. The Healthcare Agency shall rectify and resubmit for review and approval of the Independent Monitor in accordance with this Clause, at the Healthcare Agency's cost. This process shall continue until the Independent Monitor(s) confirm that the COD Obligations have been fulfilled by the Healthcare Agency before Required Commercial Operation Date.

5.4.7 The Healthcare Agency may request in writing for extension of the Required Commercial Operation Date, but the Authority shall be under no obligation to accept such proposal.

5.4.8 Within thirty (30) days of receipt of the COD Achievement Notice and the Completion Certificate or the Provisional Certificate under Article 11.4.5, whichever is later, the Healthcare Agency shall commence commercial operation of the Project, i.e. providing the Services to the Users and operate and maintain the Project Facilities. The Healthcare Agency shall inform the Authority of the date on which it will commence the commercial operation of the Project ("**Commercial Operation Date**").

ARTICLE 6 PERFORMANCE SECURITY

6.1 Performance Security

6.1.1 The Healthcare Agency shall, for due and punctual performance of its obligations under this Agreement, provide to the Authority on the Appointed Date, simultaneously with the execution of this Agreement, an irrevocable and unconditional bank guarantee from a scheduled nationalized bank for a sum as follows:

SNo.	Period	Performance Security Amount (INR)	To be submitted
1	From Appointment Date to Phase I COD	[5 Crore]	Within 15 days of receipt of acceptance towards the Letter of Award from the Healthcare Agency when the Project Agreement is signed
2	From Phase I COD to Phase II COD	[2 Crore]	On Phase I COD
3	Phase II COD until the end of Project Period	[1 Crore]	On Phase II COD

6.2 Appropriation of Performance Security

6.2.1 Upon occurrence of a Healthcare Agency Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash the Performance Security.

6.2.2 Upon encashment of the Performance Security in accordance with the terms of this Agreement, the Healthcare Agency shall, within thirty (30) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security; and in case of appropriation of the entire Performance Security provide a fresh Performance Security failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 24.

6.3 Release of Performance Security

The Performance Security shall remain in force and effect from the Appointed Date until the Service Continuity requirements have been fulfilled till the period defined therein. If for any reason, the Performance Security is set to expire before the Service Continuity requirements have been fulfilled then the Healthcare Agency shall deliver to the Authority a new Performance Security of the required amount no later than thirty (30) days prior to the expiry of the existing Performance Security.

ARTICLE 7 SUBCONTRACT

7.1 The Healthcare Agency may appoint another person to carry out any part of the work or to provide any part of the Services only in accordance with the provisions of this Article ("Subcontractor").

7.2 The Healthcare Agency shall, at least fifteen (15) days before the appointment of any Subcontractor, inform the Authority about the subcontractor for approval. If the Authority objects to the appointment of Subcontractor, then the Healthcare Agency will not enter into the said subcontract.

7.3 The subcontract entered by the Healthcare Agency with the Subcontractor shall provide for the right of the Authority to novate the subcontract in its name.

7.4 Notwithstanding the appointment of any Subcontractor, the Healthcare Agency shall retain full responsibility for the implementation and completion of the Project and operation of the Services and shall remain fully liable to the Authority for the acts and omissions of any Subcontractor, as if they were the Healthcare Agency's own acts or omissions.

ARTICLE 8 OBLIGATIONS OF THE HEALTHCARE AGENCY

8.1 General Obligations

8.1.1 The Healthcare Agency shall, operate and maintain the Project Facilities and provide the Services during the Project Period in accordance with the terms of this Agreement. Without prejudice to the generality of the foregoing, the Healthcare Agency shall:

a. Obtain and maintain all consents and approvals including valid permits and licenses necessary from the concerned authorities at its cost for the development, operation and maintenance of the Project Facilities and providing the Services. This will include obtaining necessary building and Construction related clearances, certificates, approvals and licenses under Applicable Laws, operating & getting the approval from appropriate Authority(ies) for the detailed building & development plan and submit a copy of the same to Authority. All necessary clearances / NOC for running the Hospital, permissions / approvals / clearances for Building / Assets / permanent establishment etc. should be taken in the name of the Hospital by Healthcare Agency. Permissions / approvals / clearances for short term establishment, Services and operational issues may be taken in the name of Healthcare Agency.

b. Comply with Applicable Laws, government guidelines including laws pertaining to employees, environment, health and safety, infrastructure, facilities, fees, expenses aspects.

c. Finalizing the civil contractor, suppliers of materials, equipment, and suppliers of Hospital equipment, furniture & fixtures, utility systems as per its laid down procedure, getting constructed the Multi-specialty Hospital, procure furniture & fixtures, Hospital equipment and consumables etc. required for the Project.

d. Preparing & getting the approval from appropriate Institution for the detailed building & development plan and submit a copy of the same to Authority.

e. At its cost and expense, ensure all Project Facilities and equipment and material required for the implementation of the Project in accordance with Article 14 of this Agreement.

f. At its cost and expense, set-up a separate fund out of the revenue surplus for equipment up-gradation / replacement.

g. To manage and operate the Hospital for the period / extended period of Agreement, meeting the highest quality standards of healthcare Services. Provide uninterrupted Service to all patients during the Project Period to meet the Key Performance Indicators in accordance with Article 20.2.1, without any regard to patients' social, economic and HIV status in accordance with the terms of this Agreement.

h. Be responsible for all clinical Services, non-clinical support Services, operations and management of the Project Facility as per Schedule 1 including maintenance of infrastructure and equipment, alternate sources and backup for power and electricity, and all administrative office communication tools and facilities like phone, fax, email, internet to ensure continuity of high quality Services. This may include replacement of medical and non-medical equipment, as and when required, to ensure that medical equipment being used are updated by the Healthcare Agency as per the approved Detailed Project Report (Schedule 3) and Project Implementation Plan (Schedule 4).

i. The Healthcare Agency may engage in providing patient amenity such as Cafeteria, Canteen, Pharmacy, Bank ATM, Staff Residential Quarters etc., that add value for the visitors at the Hospital.

j. To decide operational plan for the Services, including but not limited to the following and apprise the PMC prior to commencing the operations:

   i Timings of the OPD and other Services

   ii Fee collection Mechanism

   iii Salary payment mechanism and payment to vendors

   iv Rent / fee for other activities to be undertaken at Hospital premises. The Healthcare Agency shall keep Authority informed about the Hospital Service Charges / Fees charged for different Services / procedures from different categories of patients. These charges / fees shall be proposed by the Healthcare Agency and periodically approved / decided by the HGC.

k. Ensure that the Project Facilities, medical and nonmedical equipment and materials, utility systems are maintained properly and diligently and shall ensure its proper working condition at all times and shall enter into suitable Annual maintenance contracts, in accordance with Article 13 of this Agreement, with

appropriate qualified agencies in this regard.

l. Maintain daily records of service utilization, patient records, and other such relevant information, and provide the same to the Authority and ensuring confidentiality of patient data.

m. Maintain a complaint register / web-based system for registering the grievances of service seekers and other stakeholders.

n. Bear all capital costs, operation costs and expenses including expenses incurred towards salaries to its employees and any other related expenses.

o. To formulate and administer personnel policies / CDA rules for all the personnel employed by it for the Hospital.

p. Ensure timely completion of all conditions precedent as set forth in Article 5.2 and all tasks related to development and Construction of the Project Site as set forth in Article 10. Phase I COD and Phase II COD of the Hospital with the facilities mentioned in the Specification of the Hospital contained in the Basic parameters of the Hospital within mutually agreed timelines. The Healthcare Agency will make all out efforts for implementation and commissioning of the Project without any time or cost overrun. The CAPEX contribution from Authority shall be restricted up to the phase-wise cost estimates as per the approved DPR.

q. Submitting periodic reports, as envisaged, for keeping Authority well informed about progress of the Project during Construction phase and about Operation of the Hospital thereafter.

r. Provide all the necessary records and assistance as sought by the impact assessment agency, if Authority desires to carry out impact assessment of the Project at their cost.

s. Ensure wide publicity and marketing of the Project in the adjacent areas.

t. Pay all taxes and duties under the Applicable Laws on time to avoid penalties, delayed interest etc.

u. Ensure that the Project Facilities are in good working condition at all times in accordance with the provisions of this Agreement including, without any limitation, at the time of handing over to the Authority.

v. Ensure due compliance to and implementation of the Project Implementation Plan (Schedule 4) which is a part of this Agreement along with workplace safety for personnel and visitors

w. Fully cooperate and participate in activities that relate to disaster preparedness organized by the Authority or any of its agencies, whenever required, at no cost to the Authority, and conduct drills, training for preparation for the same.

x. At all times perform the obligations under this Agreement subject to the policy directions and reasonable policy and strategic control of the Authority and comply with the terms of this Agreement.

y. Ensure compliance to all statutory requirements related to medical and non-medical waste management, radiation control and occupational safety of the personnel deployed by the Healthcare Agency in the Project Facility.

z. Always ensure continuity of Services during the Project Period.

aa. The Healthcare Agency shall be solely responsible for running and Operation and Maintenance of the Hospital and related litigation & other operational issue and hereby confirm that Authority shall not be responsible for any act of the Healthcare Agency and its representative, staff, doctors etc. and also for any repercussion for day to day running and Operation and Maintenance of the Hospital.

8.2 Specific Obligations

8.2.1 Specific obligations related to procurement:

8.2.1.1 The Healthcare Agency shall procure personnel, Services, equipment (medical and non-medical), and supplies following its own procurement norms based on the principles of cost effectiveness, quality and transparency as per the schedule provided in the Project Implementation Plan.

8.2.1.2 The Authority shall not intervene in any manner in the procurement process.

8.2.1.3 Healthcare Agency shall inform and annually update the Authority in writing with a list of equipment with specifications of all major equipment, software or technology that have been procured for the Project which have to Healthcare Agency be made available to the Authority without any limitation and any additional burden after the expiry of this Agreement.

8.2.1.4 Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable on the Healthcare Agency

In terms of the above said policy, purchase preference shall be given to local suppliers in the following manner:

I. In the procurement of works which are divisible in nature, the following procedure shall be followed:-

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.

ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantityis still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

Note: The confirmation from the bidder regarding matching of L1 price may be taken in confirmatory document link of e-Procurement portal by recycling 'Any other document' link.

Verification of local content :

I. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit either self-certification indicating the percentage of local content in the offered items.

II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate from the statutory auditor or cost auditor of the company (in caseof companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

III. CIL/ Subsidiary may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on random basis and in the case of complaints.

IV. False declarations will attract banning of business of the bidder for a period up to two year and with process in line with Article 19 of GTC.

V. A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect

prospectively from the date on which it comes to the notice of other procurement entities

8.2.2 Specific obligations related to maintenance, repair, and replacement:

8.2.2.1 The Healthcare Agency shall not remove from the Project Site any capital assets such as CT scan without the prior written consent of the Authority or its representative.

8.2.2.2 The Healthcare Agency shall, at its own cost and expense, arrange for any other material, equipment and personnel for the operation, maintenance and management of the Project Facilities and the implementation of the Project which will conform to the technical requirements and test certificates and licenses as per the standard business and industry practices (unless specified by the Authority).

8.2.2.3 The Healthcare Agency shall also bear the cost of transport, loading and unloading, stacking and proper storage for all equipment and materials, Healthcare Agency maintain records of equipment, materials, consumables and spare.

8.2.2.4 The Authority shall also have the right to inspect, check the above.

8.2.2.5 Every first quarter of the completion of every five (5) years from the COD, the Healthcare Agency hereby agrees to share the updated bio-medical equipment plan with replacement(s) and changes in specifications as and if required, and submit such updated plan to the Authority as set forth in Article 5.2.1.a (ii), to ensure availability of the Services at all times during the Project Period.

8.2.2.6 In the event the Healthcare Agency has failed to Operate and Maintain the Project Facilities, including equipment, in accordance with the terms of this Agreement, and such failure has not been remedied despite a notice to that effect issued by the Authority ("Notice to Remedy"), the Authority may, without prejudice to any of its other rights / remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Healthcare Agency. The Healthcare Agency shall reimburse the costs incurred by the Authority on account of such repair and maintenance within fifteen (15) days of receipt of Authority's claim thereof or the Authority may set off such claims against Performance Security. The Healthcare Agency shall be deemed to be in Material Breach of Maintenance Requirements, if the Authority, acting reasonably and in accordance with the provisions of this Agreement, determines that due to breach of its obligations by the Healthcare Agency , the maintenance of the Project Facility or any part thereof has deteriorated to a level which is below the level prescribed by this Agreement and that there has been a serious or persistent breach in adhering to the requirements of this Agreement and thereby the Project Facility or any part thereof is not safe for operations, Authority shall incur from Healthcare Agency on account of breach within fifteen (15) days of receipt of Authority's claim thereof or the Authority may set off such claims against Performance Security of this Agreement, including termination.

8.2.3 Specific obligations related to Annual Maintenance Contract:

8.2.3.1 The Healthcare Agency shall procure and maintain an Annual Maintenance Contract ("**AMC**") at its own cost and expense for the Project Facilities (including all software, hardware, and equipment) used for providing the Services and implementation of the Project.

8.2.3.2 The Healthcare Agency shall maintain a complete record of all the AMCs, equipment warranty and furnish these records to the Authority when required.

8.2.4 Healthcare Agency Specific obligations related to personnel recruitment and training:

8.2.4.1 The Healthcare Agency , at its cost and expenses, shall recruit and train all personnel (including Physicians, Surgeons, Paramedics, management & administrative team and support staff and assign them duties) required for the operation, management and maintenance of the Project Facilities and providing Services (both clinical and non-clinical) under this Agreement.

8.2.4.2 The minimum expertise that the Healthcare Agency shall deploy is set forth in Schedule 5, as per the Human Resources Plan submitted by the Healthcare Agency in accordance with Article 5.4.6(f) and Schedule 5.

8.2.4.3 Provided, however, no personnel, staff or employee under the Healthcare Agency , whether temporary or permanently employed for the purposes of implementation of this Project shall, under any circumstances, be deemed to be in employment with the Authority and the Healthcare Agency shall ensure that its

operations are conducted in a manner so as to prevent any employer-employee relationship being imputed between the Authority and the employees, personnel and staff of the Healthcare Agency .

8.2.4.4 The credentials of all medical staff and paramedical staff have to be notified to the Authority as set out in Schedule 5. The Healthcare Agency shall retain on file at all times, copies of all current and valid licenses, certifications and all personnel records and make them available when asked for.

8.2.5 Specific obligations related to establishing referral linkages:

8.2.5.1 The Healthcare Agency shall maintain referral linkages with health facilities at sub-district levels and neighboring districts and with tertiary facilities within and outside the state for referral of cases for Services not offered under the Project. All such referrals shall be as per the referral plan issued by the Authority in accordance with Article 9.2.3.

8.2.5.2 The Healthcare Agency shall devise mechanisms to receive Users from different government schemes such as CGHS, Ayushman Bharat for seeking Services under the Project to ensure that this Project is closely integrated within the public health system.

8.2.6 Healthcare Agency Specific obligations related to medical records and data:

8.2.6.1 The Healthcare Agency shall maintain all medical records and service utilization data as per the standard industry norms and statutory requirements, as required by the Authority at all times and in compliance with the Electronic Health Records 2016 Standards of the Ministry of Health and Family Welfare, Government of India and any related latest standards notified by the Ministry of Health and Family Welfare, Government of India.

8.2.6.2 The Healthcare Agency shall maintain all such data on the Project Portal.

8.2.6.3 All Project Facilities books, records and documents shall be the property of the Authority and shall not be removed from the Project Facilities.

8.2.6.4 Maintain records of all the documents related to the Project for at least 8 years from the date of document, in case of undisputed documents, and from the date of clearance, in case of documents under dispute / audit / vigilance enquiry / court case.

8.2.7 Specific obligations related to Quality Assurance:

8.2.7.1 The Healthcare Agency shall prepare a Service Quality Manual which shall include but not be limited to the Parameters provided in Schedule 8 and shall be in line with the latest applicable standards of the National Accreditation Board of Hospitals and Healthcare Providers (NABH).

8.2.7.2 The Healthcare Agency hereby agrees to set up an Internal Quality Control Committee responsible for full compliance with the approved Service Quality Manual and its implementation at all times during the Project Period; and liaise with and follow all instructions issued by the Quality Assurance Team as per the provision of Article 20.1.

8.2.8 Specific obligations related to Management Information and General Reporting: Obligations related to Hospital Management Information System:

8.2.8.1 The Healthcare Agency shall set a web-based Project Hospital Management Information System (**P-HMIS**) integrated within the architecture of the Project Website ("**Project Portal**") with appropriate levels of data security and access rights. The **P-HMIS** shall be designed in a way that there is seamless transfer of data from the P-HMIS to the Authority's Health Management Information System. Notwithstanding any provisions hereof, the Healthcare Agency here agrees to grant the Authority full access rights to the Project Portal and the P-HMIS.

8.2.8.2 The Healthcare Agency shall ensure that the P-HMIS shall at the minimum include patient data including socio-demographic profile, disease history, clinical and non-clinical Services requirements as set forth in Article 8.2.8.1 and be obliged to ensure that the P-HMIS provides all such information.

8.2.8.3 The Healthcare Agency shall be obliged to provide to the Authority, as and when required, any other information / data related to offered under this Agreement. The Healthcare Agency shall maintain the records for efficient functioning/decision making/reporting by the management especially related to the

beneficiaries, ledger of receipt and expenditure, cash book etc.

8.2.8.4 To maintain the record/ minute book of meetings of PMC during the setting-up phase and record/minute book of the HMC thereafter.

8.2.9 Obligations related to other reporting requirements:

8.2.9.1 The Healthcare Agency shall:

8.2.9.1.1 Provide a copy of its Annual audited accounts to the Authority within one hundred and eighty (180) days of the end of the relevant Financial Year.

8.2.9.1.2 Provide to the Authority a self-certified audit report of existing infrastructure and equipment including the Project Facilities on an Annual basis.

8.2.9.1.3 Report to the Authority information regarding any litigation or material claims, disputes or actions, threatened or filed, concerning the Project Facility or the obligations to be performed by the Healthcare Agency under this Agreement.

8.2.9.1.4 Report to the Authority any material information concerning new or significant aspects of the operations, maintenance and management of the Project Facilities, any material complaint about the Project Facilities from any person or any penalties or notices of violation issued by any Competent Authority or any other information received by the Healthcare Agency .

8.2.9.2 The Healthcare Agency shall comply with the orders of the Authority from time to time regarding any change to be made to the format of any report or information required thereunder.

8.2.9.3 Notwithstanding the reporting requirements of this Article, the Healthcare Agency shall provide an accurate, complete and up-to-date record, report or document in relation to any aspect of operation, maintenance and management of the Project Facilities to the Authority as and when a request is made as soon as reasonably practicable and in any event within any time limit prescribed by the Authority for the production of such record, report or other document(s). The Healthcare Agency shall be responsible for all reporting and interaction with Government / Health Services/Care Board etc.

8.2.9.4 The Healthcare Agency shall prepare such report(s) as diligently as possible thereafter. Wherever feasible, such reports shall be submitted to the Authority for review at least seven (7) days before the same is to be provided to the relevant Competent Authority. The Healthcare Agency shall take into account any comments or revisions proposed by the Authority thereon.

8.2.10 Specific obligations related to assistance in monitoring:

8.2.10.1 The Healthcare Agency shall provide all forms of assistance and support to the Authority so that effective monitoring and review by the Authority or by any of its appointed agency/individual can take place. This includes, but is not limited to, providing access to the Project Facilities at any time when a request for inspection or a visit by the Authority or its authorized representative is made.

8.2.10.2 The Healthcare Agency shall provide all information recorded and maintained in relation to the operation, maintenance and management of the Project Facilities to the Authority or its authorized representatives at any time when the request for furnishing such information is made by the Authority or its authorized representative. Submitting periodic reports, as envisaged, for keeping Authority well informed about progress of the project during Construction phase and about Operation of the Hospital thereafter.

8.2.11 Specific obligations related to compliance with labour laws:

8.2.11.1 The Healthcare Agency shall obtain all relevant labour registrations and comply with all relevant Indian labour laws and applicable local labour laws applying to its employees and shall duly pay and accord to them all their legal rights. The Healthcare Agency shall comply with all the labor laws including ESIC, PF, minimum wages/compensation act, workplace safety regulation act, sexual harassment prevention act, whistle blower act etc.

8.2.11.2 Copies of the documents affirming such compliance shall be shared with the Authority or its authorized representatives upon request.

8.2.11.2.1 The Healthcare Agency shall make all deductions of taxes at source as may be required by

Applicable Laws.

8.2.11.3 The Healthcare Agency shall require all employees to obey all Applicable Laws concerning safety at work.

8.2.11.4 The Healthcare Agency shall be responsible for order and discipline of its personnel and develop its own standard operating procedures for handling personnel issues including but not limited to employee grievances, indiscipline and/or employee strike.

8.2.12 Specific obligations related to Medico-Legal Cases:

8.2.12.1 Regarding the Medico legal cases reported to the Hospital, the Healthcare Agency shall be obliged to provide the required treatment and care.

8.2.12.2 All medico-legal aspects of the case shall be discussed/approved by the Authority (HMC/HGC) and where the law requires certificates from the treating clinician / Hospital where the patient sought care, the Healthcare Agency will issue the same.

8.2.12.3 Any judicial obligation to participate in legal proceedings as a witness or expert relating to Medico-Legal Cases or providing certificates from the treating clinician /Hospital shall be the responsibility of Healthcare Agency, except where exempted by a Court of law. All such certificates can be issued by the Healthcare Agency only with the prior written approval of the Authority.

8.2.13 Sole purpose of the Healthcare Agency : The Healthcare Agency, having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, or any of its subsidiaries shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

8.2.14 Specific obligations related to Construction Phase:

a. Development of comprehensive lay-out plan of the Project.
b. Finalizing the Civil contractor, suppliers of materials, equipment and suppliers of Hospital equipment, furniture & fixtures, as per its laid down procedure.
c. Obtaining necessary building clearances, certificates, approvals, and licenses
d. Getting Constructed the Multi-specialty Hospital
e. Commissioning the Hospital and timely achieving COD of the respective phases.

8.2.15 Specific obligations related to Operation Phase:

a. Formulating and administering Personnel policies for all the personnel.
b. Complying with prevailing labor laws.
c. Selecting, recruiting, and providing suitable training to all personnel in the Hospital.
d. Managing and operating the Hospital for the period / extended period of Agreement, meeting the highest quality standards of healthcare Services.
e. Deciding operational plan for the Services, prior to commencing the operations:
   - **i.** Timings of the OPD and other Services
   - **ii.** Fee collection Mechanism
   - **iii.** Salary payment mechanism and payment to vendors
   - **iv.** Rent / fee for other activities to be undertaken at Hospital premises
   - **v.** Setting up facilities for Canteen, Pharmacy, Bank, ATM etc.
f. To bill, collect & deposit the fees and charges for all the medical & non-medical Services provided by it including the rent / fees for all other Services rendered in the Hospital premises by third Parties.
g. To release all payments related to salaries of staff, payment to vendors, payment of all Government dues, taxes & duties on time to avoid penalties, delayed interest etc.
h. To maintain the records for efficient functioning / decision making / reporting by the management especially related to the beneficiaries, ledger of receipt and expenditure, cash book etc.
i. Institute and supervise operating policies, principles, systems and procedures for the Hospital.
j. Ensure compliance and adherence to all central and state laws, and state rules and regulations related to Healthcare Services and running a Hospital.

ARTICLE 9 OBLIGATIONS OF THE AUTHORITY

9.1 General Obligations

The Authority:

9.1.1 Shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

9.1.2 Agrees to provide support to the Healthcare Agency and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws.

9.1.3 Shall not do or omit to do any act, deed or thing which may in any manner be breach of any of the provisions of this Agreement.

9.1.4 Ensure that all systems, standard operating procedures and protocols as required under this Agreement are in place by the Healthcare Agency before the Commercial Operation Date.

9.1.5 Shall grant the right to the Development to operate the facilities during the validity period of this MOA.

9.2 Specific Obligations

9.2.1 Specific obligations related to Project Site and handover:

The Authority shall:

9.2.1.1 Allocate and handover vacant land to the Healthcare Agency in phased manner for the Project phases and as per the specifications set forth in Article 10.2 and 10.3 and within the agreed time frame.

9.2.1.2 Approve designated constructed area for establishment of allied commercial Services such as cafeteria, book shop, ATM, etc. and staff residential quarters at the Project Facility and approve the same as part of the Construction plan.

9.2.1.3 Ensure that the allotted space is without any access barriers.

9.2.2 Specific obligations related to Project Site upgradation/expansion plan and approvals:

The Authority shall:

9.2.2.1 Review and approve the Detailed Project Report submitted by the Healthcare Agency as a part of Healthcare Agency's Conditions Precedent set forth in Article 5.2.1(a) within the time frame specified in Schedule 4. The Authority shall provide timely internal approvals/decisions on all issues related to the Project forwarded by the Healthcare Agency.

9.2.2.2 Assist the Healthcare Agency in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Healthcare Agency than those generally available to commercial customers providing substantially equivalent Services.

9.2.2.3 Upon written request from the Healthcare Agency, and subject to the Healthcare Agency complying with Applicable Laws, provide all reasonable support and assistance to the Healthcare Agency in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project. This will include signing all documents and provide assistance (as feasible) required for obtaining different statutory clearances by the Healthcare Agency from appropriate authorities for constructing and running the Hospital.

9.2.3 Specific Obligations related to Setting up Referral Linkages:

The Authority shall:

9.2.3.1 Develop a detailed Referral Plan for critical patients which shall include but not be limited to:

9.2.3.1.1 Referral of cases from all community health centers and primary health centers under the district in which the Project Facility is located and from the government health facilities within the neighboring districts of the Project Facility.

9.2.3.1.2 Referral of complicated cases or cases handled by the outpatient and / or in-patient departments of the Project Facility, which need medical intervention that are not available within the Scope of Services under this Agreement, to higher tertiary level government facilities / government medical colleges / other government owned centers of excellence or to private Hospital empaneled by the Authority under one of the government health insurance schemes operational in the State of [•] in that order.

9.2.3.1.3 Linkages with patient transportation / emergency transportation / ambulance Services operational within

the state either directly managed by the Authority or under any public private partnership Project.

9.2.3.2 Share a copy of the Referral Plan with the Healthcare Agency.

9.2.3.3 Issue appropriate instructions to in-charges of all concerned government health facilities / Projects / schemes identified in the Referral Plan with copies of all such communication to the Healthcare Agency for follow up and further action.

9.2.3.4 The Healthcare Agency hereby agrees to abide by the latest Referral Plan prepared by the Authority and shared with the Healthcare Agency. Non-adherence to the Referral Plan shall be deemed as a Material Breach of this Agreement.

9.2.4 Specific obligations related to payment administration:

The Authority shall:

9.2.4.1 Undertake verification of all reimbursement claims made by the Healthcare Agency.

9.2.4.2 Release funds corresponding to Annual Viability Gap Funding in form of capital grant as set forth in Article 14.3 and reimbursements on behalf of Government Referred Patients as set forth in Article 14.6.4.

9.2.4.3 To provide additional support, required if any, for the Project for operation and expansion of the Hospital.

9.2.5 Specific obligations related to setting up of governance and management structures and coordination:

The Authority shall:

9.2.5.1 Ensure smooth coordination between the Healthcare Agency and other entities such as the District Cell, and other government bodies.

9.2.5.2 In accordance with Article 20.1, set up the governance and management structures for smooth functioning of the Project.

9.2.5.3 In accordance with Article 21, set up mechanisms for timely redressal of User grievances.

9.2.6 Specific obligations related to monitoring and audits:

The Authority shall be responsible for:

9.2.6.1 Overall Project monitoring, audits and quality control as set forth in Article 20.2 and 20.3.

9.2.6.2 Designating Independent Monitors with appropriate skills mix and experience required for monitoring the Project Facilities and Services including, but not limited to, Hospital engineering (civil, electrical, plumbing), bio medical engineering, Hospital administration and management.

9.2.6.3 Deputing its officers / representatives, to visit the actual Project site for inspection of the progress made in the Project at any time during the Term of this Agreement

9.2.7 Specific obligations related to Medico-Legal Cases:

The Authority shall be directly responsible for handling and responding to all medico-legal obligations and formalities except the medico-legal cases arising from treatment provided by the Healthcare Agency in the Project Facility, which shall vest entirely with the Healthcare Agency Other specific obligations:

The Authority shall:

9.2.7.1 Develop eligibility criteria for determining the patients who would be referred by the Authority for cashless Services under the Project and system for pre-authorization of such patients.

9.2.7.2 Within sixty (60) days of the Appointed Date, the Authority shall provide the Healthcare Agency with a list of minimum data related to clinical and non-clinical Services and patients records that it needs in the P-HMIS and the Healthcare Agency shall be obliged to ensure that the P-HMIS provides all such information.

9.2.7.3 Undertake periodic verification of medical records.

9.2.7.4 Undertake all other tasks as required within the provisions of this Agreement.

ARTICLE 10 PROJECT SITE

10.1 The Site

The site of the Project shall comprise of the real estate described in Schedule 6 granted by the Authority in accordance with this Agreement (the "Site" or the “Project Site”). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the real estate required for the Project as set forth in Schedule 6.

10.2 Rights, Title and Use of Project Site

10.2.1 The Authority shall grant to the Healthcare Agency Right of Way to the Site for implementation of the Project on "as-is where-is" basis.

10.2.2 The Site shall be made available by the Authority to the Healthcare Agency without the Healthcare Agency being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the Duration of the Project Period, except in so far as otherwise expressly provided in this Agreement. For the avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Project Site shall not be deemed to be Encumbrances.

10.2.3 The Authority shall allow access to and use of the Site for laying / installing / maintaining telephone lines, electric lines, water piping, sewage, bio-medical waste management or for such other public purposes related to the Project as the Healthcare Agency may specify.

10.2.4 The Healthcare Agency shall not carry out any commercial activity or use the Project Facilities for any purpose other than what has been provided for in this Agreement. Any deviation from the permitted usage as provided for under this Agreement would be an event of default on part of the Healthcare Agency.

10.2.5 The Healthcare Agency cannot construct any structure, permanent or temporary, at the Project Site other than as approved by the Authority from time to time for the implementation of the Project.

10.2.6 It is expressly agreed that the Right of Way granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Right of Way, upon the termination or expiry of this Agreement for any reason whatsoever.

10.2.7 The ownership of the Site shall always be with the Authority.

10.3 Handover of the Site to the Healthcare Agency

10.3.1 The Authority Representative and the Healthcare Agency shall, on a mutually agreed date and time, inspect the Site including the vacant and unencumbered land, trees and any other immovable property (if any) on or attached to the Site.

10.3.2 Such memorandum shall be appended thereto as Schedule 6 specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Healthcare Agency. Signing of the memorandum, in two (2) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall be deemed to constitute a valid Right of Way of the Site to the Healthcare Agency for free and unrestricted use and implementation of the Project during the Project Period in accordance with the provisions of this Agreement.

10.3.3 On and after signing the memorandum and until the Transfer Date, the Healthcare Agency shall maintain a round-the-clock vigil over the Site and the existing facilities of the Project Facility and shall ensure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Healthcare Agency shall, not later than three (3) days of knowing of such encroachment, report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.3.4 The Healthcare Agency shall ensure at its cost that from the handover of the Site till the Transfer Date, the Site and the Hospital shall be protected from all hazardous and contaminated material, and shall also ensure that no Damage is caused by its activities to the Site and the Hospital.

10.3.5 Title of the Project: In consultation with the Authority, the Healthcare Agency will a suitable title for the Project.

10.4 Peaceful Possession

10.4.1 The Authority hereby warrants that the Site together with the necessary Right of Way:

10.4.1.1 Has been acquired through the due process of law.

10.4.1.2 Belongs to and is vested in the Authority and that the Authority has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement and that the Healthcare Agency shall, in respect of the Project Site, have no liability regarding any compensation payment on account of rehabilitation / resettlement or land acquisition of any Persons affected thereby.

10.4.2 The Healthcare Agency shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Site until expiry of the Project Period / completion of Service Continuity. In the event, the Healthcare Agency is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in / charge on the Project Site or any part thereof, the Authority shall, if called upon by the Healthcare Agency, defend such claims and proceedings and also keep the Healthcare Agency indemnified against any consequential loss or Damages which the Healthcare Agency may suffer, on account of any such right, title, interest or charge.

10.5 Ownership

10.5.1 At all times, all infrastructure, equipment, and such other materials as present and available at the time of signing of this Agreement on the Site is the property of the Authority and all rights thereof shall remain vested with the Authority.

10.5.2 The Healthcare Agency has no right, title or interest or any form of ownership rights over any of the existing Project Facilities at the Site. It is hereby clarified that the Healthcare Agency shall not get any right, title or interest in any equipment and material, if provided by the Authority under this Agreement and the Healthcare Agency has no right to create any right, interest or title or any encumbrance in relation to the Site in favor of any third person.

10.5.3 The ownership of all equipment and material that are procured by the Healthcare Agency for the purposes of implementing the Project shall vest with the Healthcare Agency. The ownership of the Project Facilities (including all equipment & material) shall be transferred to the Authority on the expiry or termination of this Agreement.

10.5.4 In the event that the Healthcare Agency develops any software for the purposes of the Project, then it shall ensure that the Authority is given an irrevocable perpetual user license, in accordance with the provisions of this Agreement, for the purposes of using the said software for the Project.

ARTICLE 11 PROJECT SITE DEVELOPMENT AND CONSTRUCTION

11.1 Detailed Project Report (DPR)

The Healthcare Agency will be required to submit a Detailed Project Report which would have to be approved by the Authority as per Article 5.

11.1 Project Site Design and Planning

11.1.1 The Healthcare Agency shall submit to the Authority and the Independent Monitor its detailed design, Construction methodology, quality assurance procedures, and the procurement, monitoring and Construction time schedule for Construction and completion of Project Facilities and the operation and maintenance of the Project Facilities, in accordance with the Detailed Project Report (Schedule 3) and Project Implementation Plan (Schedule 4) but not later than ninety (90) days of taking handover of the Project Site.

11.1.2 In respect of the Healthcare Agency's obligations with respect to the Drawings of the Construction Works / Project, the following shall apply:

a. The Healthcare Agency shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Detailed Project Report (Schedule 3) and Project Implementation Plan (Schedule 4), three (3) copies each of all Drawings to the Independent Monitor[s] and Authority for review.

b. By submitting the Drawings for review to the Authority and the Independent Monitor, the Healthcare Agency shall be deemed to have represented that it has determined and verified that the design and monitoring, including field Construction criteria related thereto, are in conformity with the Specifications and Standards.

c. Within twenty-one (21) days of the receipt of the Drawings, the Independent Monitor shall review the same and convey observations to the Healthcare Agency with particular reference to their conformity or otherwise with the scope of the Project and the Specifications and Standards. The Healthcare Agency shall not be obliged to await the observations of the Independent Monitor on the Drawings submitted pursuant hereto beyond the said twenty-one (21) days period and may begin or continue Construction Works at its own discretion and risk.

d. If the aforesaid observations of the Independent Monitor indicate that the Drawings are not in conformity with the scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Healthcare Agency and resubmitted to the Independent Monitor for review. The Independent Monitor shall

give its observations, if any, within twenty-one (21) days of receipt of the revised Drawings.

e. No review and/or observation of the Independent Monitor and / or its failure to review and/or convey its observations on any Drawings shall relieve the Healthcare Agency of its obligations and liabilities under this Agreement in any manner nor shall the Independent Monitor or the Authority be liable for the same in any manner.

f. Without prejudice to the foregoing provisions of this Article 11.2.2, the Healthcare Agency shall submit to the Authority for review and comments, its Drawings relating to the Construction Works/ Project Facilities, and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within twenty one (21) days of the receipt of such Drawings but not later than the Effective Date.

11.2 Implementing Detailed Project Report

11.2.1 The Healthcare Agency shall be responsible for the complete Construction till Phase I COD and Phase II COD of the Project as per the approved Detailed Project Report (Schedule 3) and Project Implementation Plan (Schedule 4) within the approved timelines (Phase I Construction and Phase I COD within 2 years form Effective Date and Phase II Construction and Phase II COD within 3 years form Effective Date)

11.2.2 During the Project Development Period, the Healthcare Agency shall ensure:

11.2.3 That all such plans shall be mutually agreed upon in writing between the Healthcare Agency and the PMC and copies of such Agreement shared with the Authority.

11.2.4 That it undertakes internal monitoring, quality check and supervision to ensure quality of materials, supplies and workmanship.

11.2.5 That it submits monthly progress reports to the Authority with copies to the PMC.

11.3 Completion and Verification

11.3.1 Notifying Completion and Tests: At least thirty (30) days prior to the likely completion of the Construction Works, the Healthcare Agency shall notify the Independent Monitor of its intent to subject the Construction Works to tests to meet the parameters provided in this Agreement. The date and time of each of the tests shall be determined by the Independent Monitor in consultation with the Healthcare Agency and notified to the Authority who may designate its representative to witness the tests. The Healthcare Agency shall provide such assistance as the Independent Monitor may reasonably require for conducting the tests.

11.3.2 All tests shall be conducted in accordance with Good Industry Practice. The Independent Monitor shall observe, monitor and review the results of the tests to determine compliance of the Project Facilities with Specifications and Standards and if it is reasonably anticipated or determined by the Independent Monitor during the course of any test that the performance of the Project Facilities or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such test and require the Healthcare Agency to remedy and rectify the defects or deficiencies. Upon completion of each test, the Independent Monitor shall provide to the Healthcare Agency and the Authority copies of all test data including detailed test results. For the avoidance of doubt, it is expressly agreed that the Independent Monitor may require the Healthcare Agency to carry out or cause to be carried out additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project Facilities with Specifications and Standards. Costs of all such tests shall be borne by the Healthcare Agency.

11.3.3 Within ninety (90) days of the Commercial Operation Date, the Healthcare Agency shall furnish to the Authority and the Independent Monitor a complete set of as-built Drawings, in three (3) hard copies and in micro film form or in such other medium as may be acceptable to the Authority, reflecting the Project Facilities as actually designed and constructed, including the as-built survey illustrating the layout of the Project Facilities and setback lines, if any, of the buildings and structures forming part of the Project Facilities.

11.3.4 **Completion Certificate:** Upon completion of Construction Works and after the Independent Monitor[s] determining the tests to be successful, it shall forthwith issue to the Healthcare Agency and the Authority a certificate substantially in the form set forth in Schedule 7A (the "**Completion Certificate**"). The date of issuance of Completion Certificate shall be prior to the Required Completion Operation Date.

11.3.5 **Provisional Certificate:** The Independent Monitor may, at the request of the Healthcare Agency , issue a provisional certificate of completion substantially in the form set forth in Schedule 7B (the "**Provisional Certificate**") if the tests are successful and the Project Facilities in relation to which Construction Works is being carried out, can be safely and reliably placed in commercial operation though certain works or things forming part thereof are outstanding and not yet complete. In such an event, the Provisional Certificate shall have appended thereto a list of outstanding items signed jointly by the Independent Monitor and the Healthcare Agency (the "**Punch List**"); provided that the Independent Monitor shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof is attributable to the Authority.

11.3.6 **Completion of Punch List items:** All items in the Punch List shall be completed by the Healthcare Agency within ninety (90) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Implementing Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Healthcare Agency to be calculated and paid for each day of delay until all items are completed, at the lower of [(a) zero point one (0.1) percent of the Performance Security, and (b) zero point two (0.2) percent of the cost of completing such items as estimated by the Independent Monitor]

11.3.7 Upon completion of all Punch List items, the Independent Monitor shall issue the Completion Certificate. Failure of the Healthcare Agency to complete all the Punch List items within the time set forth in Article 11.4.6 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.

11.3.8 **Withholding of Provisional Certificate:** If the Independent Monitor determines that the Project or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation, it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Healthcare Agency. Upon receipt of such a report from the Independent Monitor and after conducting its own inspection as and if required, the Authority is of the opinion that the Project Facilities are not fit and safe for commercial service, it shall, within seven (7) days of receiving the aforesaid report, notify the Healthcare Agency of the defects and deficiencies in the Project Facilities and direct the Independent Monitor to withhold issuance of the Provisional Certificate. Upon receipt of such notice, the Healthcare Agency shall remedy and rectify such defects or deficiencies and thereupon tests shall be undertaken in accordance with this Article 11. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

ARTICLE 12 CHANGE OF SCOPE

12.1 Change of Scope

12.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and Services which are not included in the Scope of the Project or reduction in the Scope of the Project as contemplated by this Agreement ("**Change of Scope**").

12.1.2 Any such Change of Scope shall be made in accordance with the provisions of this Article 12 and the costs thereof shall be expended by the Healthcare Agency and reimbursed to it by the Authority in accordance with Article 12.3.

12.1.3 If the Healthcare Agency determines at any time that a Change of Scope is necessary for providing safer and improved Services to the Users, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within fifteen (15) days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings thereof in accordance with this Article 12 or inform the Healthcare Agency in writing of its reasons for not accepting such Change of Scope.

12.2 Procedure for Change of Scope

12.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Healthcare Agency a notice specifying in reasonable detail the works and Services contemplated thereunder (the "**Change of Scope Notice**").

12.2.2 Upon receipt of a Change of Scope Notice, the Healthcare Agency shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary documentation in support of:

a. The impact, if any, which the Change of Scope is likely to have on the Project Development Completion Schedule if the works or Services are required to be carried out during the Project Period.

b. The options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Healthcare Agency in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Monitor as reasonable.

12.2.3 Upon receipt of information set forth in Article 12.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Healthcare Agency, and the Parties shall, with assistance of the Independent Monitor, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an Agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Healthcare Agency to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Healthcare Agency to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Article 12.5.

12.3 Payment for Change of Scope

12.3.1 Within seven (7) days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Healthcare Agency in a sum equal to [•] gap in Annual revenue and Annual expenditure hereunder as the Annual Viability Gap Funding, and in the event of a Dispute, same percent of the cost assessed by the Independent Monitor. In the event of any Dispute, final amount shall be made under and in accordance with the Dispute Resolution Procedure as set forth in Article 28.

12.3.2 Notwithstanding anything to the contrary contained in Article 12.3.1, all costs other than the Annual Viability Gap Funding (as per the Article 12.3.1) arising out of any Change of Scope Order issued during the Term shall be borne by the Healthcare Agency.

12.4 Restriction on Certain Works

12.4.1 Notwithstanding anything to the contrary contained in this Article 12, the Authority shall not require the Healthcare Agency to undertake any works or Services if such works or Services are likely to delay the achievement of Commercial Operation Date; provided that in the event that the Authority considers such works or Services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such order shall not be reckoned for purposes of determining Commercial Operation Date for issuing Completion Certificate or the Provisional Certificate.

12.4.2 Notwithstanding anything to the contrary contained in this Article 12, the Healthcare Agency shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed five (5) percent of the Total Project Cost in any continuous period of three (3) years immediately preceding the date of such Change of Scope Order or if such cumulative costs exceed twenty (20) percent of the Total Project Cost at any time during the Term.

12.5 Powers of Authority to Undertake Works

12.5.1 Notwithstanding anything to the contrary contained in Article 12.2 and Article 12.3, the Authority may, after giving notice to the Healthcare Agency and considering its reply thereto, award Change of Scope Order to any person on the basis of open competitive bidding; provided that the Healthcare Agency shall have the option of matching the first ranked Bid in terms of the selection criteria, subject to payment of two (2) percent of the Bid amount to the Authority, and thereupon securing the award of such Change of Scope Order. For the avoidance of doubt, it is agreed that the Healthcare Agency shall be entitled to exercise such option only if it has participated in the bidding process and its Bid does not exceed the first ranked Bid by more than ten (10) percent thereof.

12.5.2 The works undertaken in accordance with this Article 12.5 shall conform to the Specifications and Standards and shall be carried out in a manner that minimizes the disruption in operation of the Project. The provisions of this Agreement, in so far as they relate to Construction Works and Tests, shall apply mutatis mutandis to the works carried out under this Article 12.5.

ARTICLE 13 OPERATIONS AND MAINTENANCE

13.1 O&M Obligations of the Healthcare Agency

13.1.1 During the Project Period, the Healthcare Agency shall operate and maintain the Project Facilities and provide Services to Users, in accordance with this Agreement; and if required, modify, repair or otherwise make improvements to the Project Facilities to comply with the provisions of this Agreement including the Specifications and Standards, Applicable Laws and Applicable Permits, and conform to Good Industry Practice.

13.1.2 The obligations of the Healthcare Agency hereunder shall include the following: Prepare and submit, in consultation with the Authority and Independent Monitor, a Service Quality Manual (the "**Service Quality Manual**") outlining strategy to achieve Services specification including the Specifications and Standards outlined and shall ensure that at all times during the Project Period, the Project Facilities are operated and maintained in accordance with the provisions of the Service Quality Manual.

a. Undertake all maintenance tasks, in compliance with the terms and conditions of this Agreement, including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice.
b. The operation of the Project Facility and provide Services to Users by itself.

13.2 Maintenance and Service Requirements

13.2.1 The Healthcare Agency shall ensure that at all times during the Project Period, the Project Facilities conform to the Maintenance Requirements including facility management, infrastructure maintenance and equipment maintenance the "**Service Requirements and Maintenance Requirements**").as per the approved DPR
The Healthcare Agency shall ensure that at all time during the Project Period, the Project Facilities conform to the Service requirements the "**Service Requirements and Maintenance Requirements**") as per the approved DPR.

13.3 Maintenance Manual and Program

13.3.1 The Healthcare Agency shall, in consultation with the Independent Monitor, evolve a repair and maintenance manual (the "**Maintenance Manual**"), for the regular and preventive maintenance of the Project Facilities in conformity with the Maintenance Requirements, Safety Requirements and Good Industry Practice and shall provide one (1) soft and three (3) hard copy thereof, to the Authority.

13.3.2 Within thirty (30) days of receipt of the Maintenance Manual, the Authority shall review and convey its comments to the Healthcare Agency. The Healthcare Agency shall modify the Maintenance Manual, in accordance with the comments provided by the Authority and provide five (5) hard copies thereof to the Authority and two (2) hard copies to the Independent Monitor including two (2) soft copies.

13.3.3 The Maintenance Manual, which shall outline the preventive, scheduled and curative maintenance provisions, shall be revised and updated once every two (2) years.

13.3.4 Not later than forty-five (45) days prior to the beginning of each Accounting Year during the Project Period, the Healthcare Agency shall provide to the Authority and the Independent Monitor, its proposed Annual program of preventive, urgent and other scheduled maintenance (the "**Annual Maintenance Plan**") to comply with the Maintenance Requirements, Service Requirements, Service Quality Manual, Maintenance Manual and Safety Requirements. Such Maintenance Program shall include:

13.3.4.1 Preventive maintenance schedule.
13.3.4.2 Arrangements and procedures for carrying out urgent repairs.
13.3.4.3 Criteria to be adopted for deciding maintenance needs.
13.3.4.4 Intervals and procedures for carrying out inspection of all elements of the Project Facility.

13.3.4.5 Intervals at which the Healthcare Agency shall carry out periodic maintenance.
13.3.4.6 Arrangements and procedures for carrying out safety related measures.
13.3.4.7 Intervals for major maintenance works and the scope thereof.

13.3.5 Within fifteen (15) days of receipt of the Annual Maintenance Plan, the Independent Monitor shall review the same and convey its comments to the Healthcare Agency with particular reference to its conformity with the Service Requirements and Maintenance Requirements, Service Quality Manual, Maintenance Manual and Safety Requirements.

13.3.6 The Healthcare Agency may modify Annual Maintenance Plan as may be reasonable in the circumstances, and the procedures specified in Article 13.3.4 and 13.3.5 shall apply mutatis mutandis to such modifications.

13.4 Breach of Maintenance Obligation

13.4.1 If the Healthcare Agency fails to repair or rectify any defect or deficiency set forth in the Safety Requirements, Service Requirements and Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured at zero point one (0.1) percent of the Performance Security.

13.5 Authority's Right to Take Remedial Measures

13.5.1 If the Healthcare Agency does not maintain and / or repair the Project Facilities or any part thereof in conformity with the Safety Requirements, Service Requirements, Maintenance Requirements, Service Quality Manual, the Maintenance Manual or the Maintenance Program, as the case may be, and fails to commence remedial works within fifteen (15) days of receipt of the O&M Inspection Report or a notice by the Authority or the Independent Monitor, then the Authority shall, without prejudice to its rights under this Agreement including termination of this Agreement, be entitled to undertake such remedial measures. The Authority shall have the right, and the Healthcare Agency hereby expressly grants to the Authority the right, to recover Damages from the Performance Security.

13.6 Overriding Powers of the Authority

13.6.1 If the Healthcare Agency is in Material Breach of its obligations under this Agreement and, in particular, the Safety Requirements, Service Requirements and Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users, the Authority may, without prejudice to any of its rights under this Agreement including termination thereof, by notice require the Healthcare Agency to immediately take reasonable measures for rectifying or removing such hardship or danger, as the case may be.

13.6.2 In the event that the Healthcare Agency , upon notice under Article 13.6.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Article 13.6.2 and take over the performance of any or all the obligations of the Healthcare Agency to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer Duration than is reasonably required hereunder.

13.6.3 In the event of a national emergency, civil commotion or any other act specified in Article 19, the Authority may take over the performance of any or all the obligations of the Healthcare Agency to the extent deemed necessary by it or as directed by the Authority, and exercise such control over the Project and Project Facilities or give such directions to the Healthcare Agency as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer Duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, the consequences of such action shall be dealt in accordance with the provisions of Article 19.

13.7 Restoration of Loss or Damage to the Project Facilities

13.7.1 Save and except as provided in this Agreement, if the Project Facilities or any part thereof suffers any loss

or Damage during the Project Period from any cause whatsoever, the Healthcare Agency shall rectify and remedy such loss or Damage forthwith so that the Project Facilities conform to the provisions of this Agreement.

13.8 Modification to the Project

13.8.1 The Healthcare Agency shall not carry out any material modifications to the Project Facilities save and except where such modifications are necessary for the Project to operate in conformity with the Safety Requirements, Service Requirements, Maintenance Requirements and Good Industry Practice; provided that the Healthcare Agency shall notify the Independent Monitor of the proposed modifications along with particulars thereof at least fifteen (15) days before commencing work on such modifications and shall reasonably consider any suggestions that the Independent Monitor may make within fifteen (15) days of receiving the Healthcare Agency's proposal.

13.9 Safety Requirements

13.9.1 The Healthcare Agency shall comply with the provisions of this Agreement, Applicable Laws and Applicable Permits and conform to Good Industry Practice for securing the safety of the Users or any individual working under the Project.

13.9.2 In particular, the Healthcare Agency shall develop, implement and administer a surveillance and safety program for providing a safe environment for the Project, and shall comply with the safety requirements as required by Applicable Laws. The Healthcare Agency shall procure all required certificates like fire safety and ensure that it is prominently displayed within the Project Facility.

13.10 Project Equipment Replacement and Installation

13.10.1 Healthcare Agency shall prepare equipment replacement plan in the DPR as indicated in Article 11.1.1.

13.10.2 Healthcare Agency that owns, rents, or leases equipment shall install equipment in Hospital before Phase I COD and Phase II COD respectively.

13.10.3 The Healthcare Agency shall check with the proper care, equipment supplied and are satisfactory for the performance of the Services and shall notify the Agency immediately if he is not so satisfied

13.10.4 Healthcare Agency shall be responsible for the equipment and components and their proper maintenance and shall not alienate them or use them for purposes other than those specified.

ARTICLE 14 FINANCIAL TERMS AND CONDITIONS

14.1 Project Capital Cost and Financing Plan

14.1.1 Financial Assistance by the Authority towards Capital Cost –

Based on the DPR approved by the Authority, the following stands approved:

- a pre-defined amount towards capital expenditure (CAPEX) for setting up the Phase I of the Project,
- and a pre-defined amount towards CAPEX setting up the Phase II of the Project

The Authority shall extend a total financial assistance as approved in the DPR towards CAPEX for setting up Phase I and towards CAPEX for setting up Phase II of the proposed Project. The payment to the Healthcare Agency shall be made after achievement of milestones. The Authority shall release payment in physical milestone linked installments as per payment plan indicated in Article 14.1.5, to a separate Escrow Account of the Project (as per Article 14.4 below). During Construction of each of the 2 Phases, the PMC shall be authorized to approve payments / enter financial transactions till a pre-specified financial limit. Payments above the pre-specified financial limits shall be approved by HGC. PMC shall apprise to the HGC about details of such transactions on quarterly basis.

14.1.2 Utilization of Fund:

The Healthcare Agency shall utilize the funds received towards CAPEX in the Escrow Account only to implement the Construction related scope of work and for its intended use as per this Project Agreement.

Utilization of the funds received towards CAPEX for any purpose / activity/ charity/ personal use other than that directly part of the Project, shall entitle the Authority to terminate the Agreement reserving right & remedies available to the Authority to take further actions to recover the losses/ Damages and take further steps as deemed fit for furtherance of the Project.

The Healthcare Agency will submit to the Authority fund utilization statement along with related bank statement certified by its authorized signatory, before seeking next installment till completion of the Construction activities.

The assets created out of money contributed by the Authority shall be the property of the Authority with full ownership rights and not the joint property with the Authority or the Healthcare Agency. There is no intention of creating joint asset/ joint venture, therefore this Project Agreement.

14.1.3 Surplus received towards Project CAPEX :

At the end of Construction of Phase I and Phase II, in case there are any remaining surplus funds, which have been received towards CAPEX, the same shall be reported to the Authority for further decision on their utilization. No surplus fund received towards Project CAPEX shall be taken out of the Project.

14.1.4 **Payment Plan**

Healthcare Agency shall submit progress report and invoices certified by its CEO for the Hospital to PMC along with supporting documents for 85% fund utilization statement for seeking next instalment (2nd instalment onwards). The payment of undisputed bill duly approved by PMC will be released within 15 working days of its receipt. It is clarified that the Authority reserves the right to directly make requisite payments to the sub-contractor for Construction of the Project. In such cases where there is a requirement of making direct payment to the sub-contractor, then based on the terms and conditions of the contract between Healthcare Agency and sub-contractor, necessary supporting documents and payment approval from the Healthcare Agency, the Authority can make such payment.

14.1.5 Schedule for contribution / payment

a. The schedule for contribution / payment to the Healthcare Agency during Construction period will be as per Table 2, Table 3, Table 4, Table 5, Table 6 below.
b. If required, this schedule for payment may be modified at the DPR approval stage with proper justification.
c. Healthcare agency will raise monthly running account bills towards the milestones indicated in the table below.

14.1.6 Schedule for payment of construction supervision honorarium

Along with each demand raised by Healthcare Agency (as per Article 14.1.5 above), a construction supervision honorarium[1] will be paid to the Healthcare Agency upon submission of such invoice.

Phase I :

A. Construction of the Hospital building and all civil works (other than residential building)

Table 2- Construction of the Hospital building

Installment No.	Physical milestones to be achieved	% of Budget of Hospital and all civil works other than residential	Document to be submitted

[1] Healthcare Agency Honorarium amount will be 0.5% of the construction invoice amount. Refer 'Subtotal A' as per Schedule 3.

		building	
1	Signing of Project Agreement	INR 5 crore	i. Demand Letter ii. Copy of the Signed Agreement
2	Submission and Approval of DPR for the Project	10% less INR 5 crore	i. Demand Letter
3	Upon submission of Comprehensive Building Plan & obtaining all statutory approvals[2] and boundary wall	15%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 85% of the Instalment No.1 & 2. iii.Project Progress Report with site photographs
4	On completion of structural work up to Plinth Level for the Hospital building	25%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 1&2 and 85% of the Instalment No. 3. iii.Project Progress Report with site photographs
5	On Completion of structural work up to roof level including electrification and HVAC for the Hospital building	25%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 3 and 85% of the Instalment No. 4. iii. Project Progress Report with site photographs
6	On completion masonry work, plastering, flooring work for Phase I of the Project	15%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 4 and 85% of the Instalment No. 5. iii.Project Progress Report with site photographs
7	On completion of finishing, sanitary, fire-fighting, horticulture work for Phase I of the Project	5%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 5 and 85% of the Instalment No. 6. iii. Project Progress Report with site photographs
8	On completion of Hospital building in all respect (other than Phase II components)	5%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 6 and 85% of the Instalment No. 7. iii. Project Progress Report with site photographs
	Total	100%	

[2] For abundant clarity, it is mentioned here again that 'submission of Comprehensive Building Plan & obtaining all statutory approvals' is one of the Condition Precedent required to be fulfilled by the Healthcare Agency. For details relating to Condition Precedent, please refer to Article 5.

B. Construction of the residential building

Table 3- Construction of the residential building

Installment No.	Physical milestones to be achieved	% of Residential Budget	Document to be submitted
1	Signing of Project Agreement	-	i. Demand Letter ii. Copy of the Signed Agreement
2	Submission and Approval of DPR	10%	i. Demand Letter
3	On completion of structural work up to Plinth Level	30%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 85% of the Instalment No.1 & 2. iii. Project Progress Report with site photographs
4	On Completion of structural work up to roof level	30%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 1&2 and 85% of the Instalment No. 3. iii. Project Progress Report with site photographs
5	On completion masonry work, plastering, flooring, finishing, utilities, sanitary, horticulture work, electrification	20%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 3 and 85% of the Instalment No. 4. iii. Project Progress Report with site photographs
6	On completion of building in all respect	10%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 4 and 85% of the Instalment No. 5. iii. Project Progress Report with site photographs
	Total	100%	

C. Medical/IT equipment, furniture & utilities

Table 4-Medical/IT equipment, furniture & utilities

Installment No.	Physical milestones to be achieved	% of Phase I Equipment Budget	Document to be submitted
1	Signing of Project Agreement	-	i. Demand Letter ii. Copy of the Signed Agreement
2	Submission and Approval of DPR	10%	i. Demand Letter
3	Upon ordering for	35%	i. Demand Letter

	medical and non-medical equipment, Hospital furniture, fixtures, and capital items for utilities		ii. Fund Utilization Certificate signed by CA confirming utilization of 85% of the Instalment No.1 & 2. iii. Project Progress Report with site photographs
4	On receipt of equipment/dispatch documents	40%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 1&2 and 85% of the Instalment No. 3. iii. Project Progress Report with site photographs
5	On installation & commissioning of equipment, furniture & utilities and proper finishing	10%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 3 and 85% of the Instalment No. 4. iii. Project Progress Report with site photographs
6	On Hospital commissioning / achievement of COD	5%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 4 and 85% of the Instalment No. 5. iii. Project Progress Report with site photographs
	Total	100%	

Phase II:

D. Construction of the Balance Hospital building

Table 5- Construction of the Balance Hospital building

Installment No.	Physical milestones to be achieved	% of Balance Hospital Budget	Document to be submitted
1	Upon Phase I COD and confirmation for start of Phase II	10%	i. Demand Letter
2	On completion masonry work, plastering, flooring work for Phase II of the Project	30%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 85% of the Instalment No. 1. iii. Project Progress Report with site photographs
3	On completion of finishing, utilities, sanitary, fire-fighting, horticulture work, electrification	40%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 1 and 85% of the Instalment No. 2.

	for Phase II of the Project		iii. Project Progress Report with site photographs
4	On completion of Hospital building in all respect for Phase II of the Project	20%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 2 and 85% of the Instalment No. 3. ii. Project Progress Report with site photographs
	Total	100%	

E. Medical/IT equipment, furniture & utilities

Table 6- Medical/IT equipment, furniture & utilities

Installment No.	**Physical milestones to be achieved**	**% of Equipment Budget**	**Document to be submitted**
1	Upon Phase I COD and confirmation for start of Phase II	7.5%	i.Demand Letter
2	Upon ordering for medical and non-medical equipment, Hospital furniture, fixtures, and capital items for utilities	30%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 85% of the Instalment No. 1. iii. Project Progress Report with site photographs
3	On receipt of equipment/dispatch documents	50.0%	. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 1 and 85% of the Instalment No. 2. iii. Project Progress Report with site photographs
4	On installation & commissioning of equipment, furniture & utilities and proper finishing	6.25%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 2 and 85% of the Instalment No. 3. iii. Project Progress Report with site photographs
5	On Hospital commissioning / achievement of COD	6.25%	i. Demand Letter ii. Fund Utilization Certificate signed by CA confirming utilization of 100% of the Instalment No. 3 and 85% of the Instalment No. 4. iii. Project Progress Report with site photographs
	Total	100%	

Note 1: Healthcare Agency will submit demand for reimbursement of GST incurred on quarterly basis which will be released separate to the above payments

Note 2: The complete fund utilization certificate of Phase 1 and Phase 2 of the Project has to be submitted by the Healthcare Agency within 2 months of commissioning of the respective phases and in accordance with 14.1.3.

14.2 Principles and Patient Types

14.2.1 On and from the COD, the Healthcare Agency shall make available Services to the following categories of Users:

a. **Government Referred Patients:**
   i. 'Government Referred Patients' shall be those patients who are identified by the Authority, CIL and authorized by it to receive cashless Services under this Project and on whose behalf the Authority shall reimburse the Healthcare Agency at the Tariff structure set forth in Article 14.4.
   ii. The Authority shall set up mechanisms for identification of Government Referred Patients and to ensure that Government Referred Patients receive prior authorization by the Hospital.

b. **Government Insurance Scheme Patients:** All patients enrolled under a relevant Central or Authority health insurance scheme (such as Ayushman Bharat), where the Government is paying the premium, shall be entitled to receive cashless Services under the Project without having to make any direct out-of-pocket payment to the Healthcare Agency as per the prescribed terms and conditions of health insurance scheme. All such patients shall be referred to as 'Government Insurance Scheme Patients'.

c. **Self-Paying Patients:** All other patients who are not Government Referred Patients or who are not enrolled under any government health insurance scheme may receive Services under the Project against direct payments at the same Tariff structure set forth in Article 14.4 and all such patients shall be referred to as 'Self-Paying Patients'.

14.2.2 The Healthcare Agency hereby unconditionally agrees on the following principles for providing the Services:

a. All the Users shall receive the same standard of care.
b. In both the Phases of the Project, there shall be (i) 50% reserved beds for Government Insurance Scheme Patients and Government Referred Patients (ii) 50% reserved beds for Self-Paying Patients.
c. The Authority or any of its agencies shall have the right to refer as many patients as it can up to the capacity available in the Hospital under this Project as indicated in Article 14.2.2 b. (i) above.
d. Self-Paying Patients shall be able to seek all Services and shall pay for the Services in accordance with the Tariff structure set forth in Article 14.5.
e. The Authority shall reimburse the Healthcare Agency for the Government Referred Patients referred by the designated personnel of the Authority.

14.3 Project Operation and Maintenance Expenses

14.3.1 The Healthcare Agency shall be responsible for ensuring adequate liquidity and reserves to incur all required operational expenses for the Project including but not limited to:

a. Salaries of all staff, consultants, contractors
b. Electricity and water charges
c. Medicines
d. Medical supplies, consumables, reagents, films, etc.
e. Administrative supplies
f. Communication costs
g. Transportation costs
h. Annual Maintenance Contracts
i. Cost of major and minor repairs
j. Insurance premium
k. Claim for Damages
l. Ex-gratia payments or any other liabilities to employees in the event of accidents, injuries, deaths
m. Costs for ensuring appropriate security Services
n. Cost related to setting up and maintenance of Escrow Account
o. Project Facility maintenance costs

p. Taxes and duties
q. Statutory license fees
r. Accounting and auditing charges / costs
s. Certification and Accreditation fees / charges
t. Launching new medical schemes for the benefit of the general public of Jharkhand

14.3.2 At the start of each Financial Year, the Healthcare Agency will prepare a tentative annual budget in consultation with the Independent Monitor, HMC and submit the same to the Authority for approval with recommendation of the HGC.

14.4 Tariff for Services under the Project

14.4.1 **Tariff for Government Referred Patients:** The Tariff for Services offered by the Healthcare Agency for Government Referred Patients under the Project shall be as per CGHS rates. Other patients enrolled in the Central Government Health Scheme (CGHS) will be charged as per CGHS prescribed rates.

14.4.2 **Tariff for Government Insurance Scheme Patients:** The Tariff for Services offered by the Healthcare Agency for Government Insurance Scheme Patients under the Project shall be as per package rate of procedures/ non-package Services applicable in the City of Ranchi, Jharkhand for NHPS / RSBY/Ayushman Bharat as applicable.

14.4.3 **Tariff for Self-Paying Patients:** The Tariff for Services offered by the Healthcare Agency for Self-Paying Patients under the Project shall be proposed by the Healthcare Agency and approved by the Authority on Annual basis.

a. Any change in the Tariff as provided in Article 14.4.3 shall be applicable from the date of approval by Authority.
b. The Healthcare Agency shall have no right to charge a higher Tariff than the Tariff structure as set forth in Article 14.4.3.

14.5 Collecting User Charges and Administration of Payments

14.5.1 **Responsibility for collection of User Charges:**

a. All responsibility of collecting the User Charges directly from the Self-Paying Patients at the Tariff set forth in Article 14.5 shall vest with the Healthcare Agency.
b. All collections shall be recorded through the receipt module in the P-HMIS software and receipts generated therefrom.
c. The Healthcare Agency hereby agrees that it shall at its own cost procure / update such software and provide the Authority with full access rights to view and download reports solely for the purpose of monitoring.
d. The Healthcare Agency shall ensure that all payments are recorded and accounted for.
e. The Healthcare Agency shall ensure that there are no unaccounted charges or extra fee levied on patients.

14.5.2 **Administration of revenues collected by the Healthcare Agency from the Self-Paying Patients:**
All revenues collected by the Healthcare Agency from the Self-Paying Patients for all Services sought by such patients from the Project shall be transferred into the designated Escrow Account within five (5) business days.

14.5.3 **Administration of funds collected by the Healthcare Agency from donors**
The Healthcare Agency will seek and accept donations from donors for the Project. All such funds / donations collected by the Healthcare Agency for the Project will be transferred into the designated Escrow Account within five (5) business days.

14.5.4 **Administration of payments by the Authority on behalf of Government Referred Patients:**
Not later than five (5) business days after the last business day of the previous month, the Healthcare Agency shall submit a payment request to the Authority. All such requests shall be submitted online through the Project Portal.

14.5.5 **Administration of payments for those patients enrolled under one or the other government health insurance scheme:**

a. The Healthcare Agency shall ensure that the Project is empaneled under the government health insurance scheme operational in the state of Jharkhand and referred to in Article 14.4.2.

b. For all Users who are enrolled under any relevant government health insurance scheme, the Healthcare Agency hereby agrees to abide by all the terms and conditions of empanelment, pre-authorization of procedures, providing cashless service, claims submission and reimbursement applicable from time to time under such government health insurance scheme including adherence to third Party verification protocols in place under such Scheme(s).

c. The Healthcare Agency hereby agrees that all complaints and grievances that it may have related to reimbursement of payments for Government Insurance Scheme Patients shall be addressed through the grievance redressal mechanisms made available by the Authority under such insurance scheme(s).

14.5.6 Utilization of project surplus during the Project Support Period and further till year 8 from the Phase 1 COD: During 8th year from the Project Phase I COD, the Project equipment replacement and installation has to be carried out in line with the approved DPR. The Healthcare Agency will be required to budget and plan for the same. .

14.6 Provision of Annual Viability Gap Funding and Management Honorarium during Project Support Period

14.6.1 During the Project Support Period, the Authority agrees to provide to the Healthcare Agency an Annual Viability Gap Fund as explained below in addition to Management Honorarium of [.] percent of the Annual Revenue. The Annual Viability Gap Funding and Management Honorarium will be covered by the Authority only till the Project Support Period and after which the Healthcare Agency will manage operational expenditure from Annual Revenue (which includes donations received for the project. See definition of Annual Revenue).

14.6.2 Annual Viability Gap Funding to be provided by the Authority should be used exclusively for the purpose of meeting operational expenditure

14.6.3 No grant support, no viability gap funding, no management honorarium is available beyond the above indicated Project Support Period and the Healthcare Agency will thereon have to manage on it's own.

G. Calculation of Annual Viability Gap Fund during

Table 7-Calculation of Annual Viability Gap Fund during

Item Number	Parameter	Amount (in INR)
1	Operational Expenditure	X
2	Annual Revenue	Y
3	Annual Viability Gap Fund (for first year)	X-Y

H. Payment of Management Honorarium

Table 8- Payment of Management Honorarium

Item Number	Parameter	Amount (in INR)
1	Management Honorarium (during the Project Support Period following Phase I COD)	[M]% of Annual Revenue
2	Management Honorarium (during the Project Support Period when Phase II COD stands delayed	[90%*[M]%] of Annual Revenue between Required Phase II COD and the Phase II COD

3	Management Honorarium (once Phase II COD has been achieved)	[M]% of Annual Revenue

Note: The Amount [M] is as quoted by the Bidder.

14.7 Administration of Annual Viability Gap Funding Support and Management Honorarium

14.7.1 The Authority shall disburse the Annual Viability Gap Funding in the following manner:

a. The Healthcare Agency shall provide documentary evidence to the Authority about the expenditure incurred in form of utilization certificates duly signed by the statutory auditor of the Healthcare Agency or from the Chartered Accountant and countersigned by the CEO (or Authorized Signatory) of the Healthcare Agency stating that all funds have been spent for the sole purpose of the Project and as per the approved Detailed Project Report.

b. Within twenty-one (21) days of receiving the Certificates as specified in Article 14.7.1(a), the Authority shall undertake its due diligence, seek clarifications as required and cause to pay in full the Annual Viability Gap Funding support as indicated in Article 14.2.5.

c. All such funds shall be transferred by the Authority to the Escrow Account set up for the purposes of the Project.

14.7.2 Delays in release of Annual Viability Gap Funding by the Authority:

a. For delays in receipt of the Annual Viability Gap Funding beyond the prescribed period, the Authority will pay an Annual interest at a rate equal to State Bank of India's prime lending rate plus two (2) percent penal charges for every one month of delay or part thereof.

14.7.3 The Authority shall disburse the Management Honorarium in the following manner:

a. The Healthcare Agency shall certificate from the statutory auditor of the Healthcare Agency or from the Chartered Accountant and countersigned by the CEO (or Authorized Signatory) of the Healthcare Agency stating:

(i) Annual Revenue along with source breakup across 4 categories: Government Referred Patients, Government Insurance Scheme Patients, Self-Paying Patients and Donations

(ii) Corresponding period i.e. dates for which the Annual revenue has been provided

(iii) Applicable Management Honorarium value(s) for the corresponding period in line with Article 14.6.4.

(Refer Illustration of VGF and Management Honorarium Period and Payouts)

b. Within twenty-one (21) days of receiving the Certificates as specified in Article 14.7.1(a), the Authority shall undertake its due diligence, seek clarifications as required and cause to pay in full the Annual Viability Gap Funding support as indicated in Article 14.2.5.

14.7.4 All such funds shall be transferred by the Authority to the Escrow Account set up for the purposes of the Project

14.8 One Time Working Capital:

14.8.1 The Authority will provide a one-time working capital to the Healthcare Agency as per Table 9 below.

Table 9-Working capital to the Healthcare Agency

Installment No.	**Physical milestones to be achieved**	**% of Working Capital Budget (Rs 5 crore)**	**Documents to be submitted**
Phase I			
1	On Project Phase I commissioning	50%	Phase I COD certificate
2	Upon 70% utilization of 1st installment of working capital	25%	Certificate from Auditor
Phase II			
1	On Project Phase II	25%	Phase II COD certificate

	commissioning and upon 70% utilization of 1st and 2nd installment of working capital		
	Total	100%	

14.8.2 **Return of Working Capital to the Authority**

a. Upon completion of the Project Support Period, the Working Capital provided by the Authority will be returned back to the Authority, failing which it shall be deemed to be a Material Breach of this Project Agreement.
b. In case the Working Capital is not returned an interest of 18% p.a. will be come payable by the Healthcare Agency to the Authority after the Project Support Period.

14.9 Setting up an Escrow Account:

a. The Healthcare Agency shall, for the exclusive purpose of this Project, for the Project Support Period and continued till the 8th year from Phase 1 COD, set up and maintain an Escrow Account in a nationalized bank indicated by the Authority.
b. The Healthcare Agency shall develop an **Escrow Agreement** stating the terms of payment and eligibility conditions and submit the same to the Authority for approval in consultation with the officials of the nationalized bank as identified by the Authority. Any breach of the terms of the Escrow Agreement by any of the Parties shall be interpreted as "**Escrow Default**" and deemed to be a Material Breach of this Project Agreement.
c. **Withdrawals during the Project Period:** The Healthcare Agency shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:
    i. All taxes due and payable by the Healthcare Agency.
    ii. All payments relating to Construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements.
    iii. O&M expenses and other costs and expenses incurred by the Authority, if any, in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it.
    iv. All payments and Damages certified by the Authority as due and payable to it by the Healthcare Agency.
    v. Any reserve requirements set forth in any Financing Agreement of the Healthcare Agency for the Project.
d. The Healthcare Agency shall not, in any manner, modify the order of payment specified in this Article 14.6.2(c), except with the prior written approval of the Authority.
e. **Withdrawals upon Termination:** Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:
    - All taxes due including standard deductions payable by the Healthcare Agency.
    - Incurred or accrued O&M Expenses.
    - Any other payments required to be made under this Agreement.
    - Balance, if any, in accordance with the instructions of the Healthcare Agency.
f. The provisions of Article 14.6.2(e) and the instructions contained in the Escrow Agreement shall remain in full force and effect for the entire duration of this Project Agreement.
g. Based on the approved Escrow Agreement, the Healthcare Agency shall set up the Escrow Account.
h. For the first three months from the Phase I COD, the Authority shall, prior to the Phase I COD, transfer into the Escrow Account funds equivalent to three months of estimated Annual Revenue under the Project. Thereafter, during the Project Support Period, the minimum balance that the Authority shall

maintain in the Escrow Account shall be equivalent to last three months of actual receipts into the Escrow Account for the Services offered under the Project.

14.10 Payments to cover all Costs

14.10.1 The Healthcare Agency shall at its own cost Construct, Commission and Operate and Maintain the Project including but not limited to:

a. All capital investments for the Project.
b. All recurring and non-recurring operational expenses as per Article 14.5 of this Agreement.
c. All other costs / expenses that the Healthcare Agency may incur for the Project.

14.11 Accounts and Audits

14.11.1 All transactions related to this Project, including but not limited to investments made by the Healthcare Agency for the Project, receipts from all sources for this Project, all expenses/recurring expenses as mentioned in Article 14, shall be made from the Escrow Account.

14.11.2 Any transaction related to the Project through any bank account other than the Escrow Account shall be deemed as a Material Breach of the Agreement.

14.11.3 The Healthcare Agency shall record and maintain separate books of accounts for this Project maintaining all documents, records of all transactions, including but not limited to up-gradation, new Construction, equipping, operation and maintenance of the Project Facilities and expenses in accordance with the standard accounting practices within India and complying with all statutory requirements and Applicable Laws.

14.11.4 The Healthcare Agency shall undertake internal and external audit of its accounts for the Project as per Good Industry Practices.

14.11.5 The Healthcare Agency shall, within thirty (30) days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter.

14.11.6 The Healthcare Agency shall appoint statutory auditors which will be a firm of reputed Chartered Accountants having requisite license to practice in India. This firm will be chosen by the Healthcare Agency from a list of reputed firms of Chartered Accountants provided to the Healthcare Agency by the Authority.

14.11.7 The Healthcare Agency shall bear all costs related to the appointment of Statutory Auditors including but not limited to their fees which will be part of the Operational Expenses.

14.11.8 Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the right, but not the obligation, to audit the Project at any point of time during the Project Period, subject to reasonable advance notice given by the Authority. The Authority may, at its sole discretion, undertake such task on its own or through any of its appointed agencies or may appoint an independent third-Party firm of Chartered Accountants for this purpose. The Authority shall bear all the costs related to such independent inspections and audits.

14.11.9 The Healthcare Agency shall diligently extend all cooperation and make available all documents, and records as necessary that all such independent auditors / agencies may need for conducting their audits.

14.11.10 The Healthcare Agency shall submit to the Authority three (3) copies of its audited Annual balance sheet, cash flow statements and profit and loss account and the audit report duly certified by the statutory auditors within one hundred and eighty (180) days of the close of the Financial Year.

ARTICLE 15 INSURANCE

15.1 Insurance during the Project Period

15.1.1 The Healthcare Agency shall affect and maintain insurance during the Project Period, in respect of:

(i) the Project Facilities, including equipment and materials used in the Project Facilities, (ii) professional and medical negligence claims; and (iii) third Party claims for personal injury to or death of any person employed by the Healthcare Agency and arising out of such employment, third Party liability insurance and all insurance policies that are required under the Applicable Law.

15.2 Notice to the Authority

15.2.1 Not later than forty-five (45) days prior to commencement of the Commercial Operation Date, the Healthcare Agency shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 15.

15.2.2 Not later than forty-five (45) days post start of Construction activity, the Healthcare Agency shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 15

15.3 General Requirements of Healthcare Agency's Policies

15.3.1 The Healthcare Agency shall every year provide the Authority the policies and certificates of insurance which it is required to effect under this Agreement together with receipts of payment of premium.

15.4 Remedy for Failure to Insure

15.4.1 If at any time and for whatever reason any of the insurances required to be maintained pursuant to Article 15 shall not be in full force and effect, then, the Healthcare Agency will be required to procure the same at the earliest. In the event that the Healthcare Agency fails to procure the same, then without prejudice to any other right of the Authority, the Authority may at any time whilst such failure is continuing, procure such insurances and take such steps with respect of such insurances as the Authority may consider expedient or necessary.

15.5 Notification of Claim

15.5.1 The Authority and the Healthcare Agency shall give each other prompt notice of any claim relating to any insurance affecting the Project and the Project Facilities together with full details of the incident giving rise to such claim and shall afford to the other all such assistance and information as may be reasonably required for the preparation and negotiation of insurance claims.

15.6 Application of Insurance Proceeds

15.6.1 The proceeds from all insurance claims, except life and injury, shall be paid to the Healthcare Agency and it shall, notwithstanding anything to the contrary contained in Article 14.6.2(c) apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project and Project Facilities, and the balance remaining, if any, shall be applied on the Project Facilities in accordance with the terms of this Project Agreement.

15.7 No Breach of Insurance Obligation

15.7.1 If during the Project Period, any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained re-instated in respect of such risk, the Healthcare Agency shall not be deemed to be in breach of its obligations regarding insurance under this Agreement and Healthcare Agency shall procure any additional insurance policy as may be required by Applicable Laws from time to time.

ARTICLE 16 PROJECT IMPLEMENTATION PLAN

16.1 The Healthcare Agency shall strictly abide by the Project Implementation Plan as per the timeframe indicated in Schedule 4 of this Agreement.

16.2 Any deviation from the time frame indicated in the Project Implementation Plan will be considered as a Material Breach of the conditions of this Agreement.

ARTICLE 17 INTELLECTUAL PROPERTY

17.1 "Intellectual Property" shall mean any information, inventions, computer software designs (registered and unregistered) and any works, whether electronic or otherwise including but not limited to medical or other related information gathered from patients by the Healthcare Agency or any person working under the

Healthcare Agency directly or indirectly at the Hospital Facility, and any material or information relevant for the proper operation, maintenance up-gradation and management of the Project Facilities and any information required for using any software and technology related to the implementation of the Project.

17.2 The Parties agree that all Intellectual Property, Healthcare Agency , shall constitute the absolute property of the Authority and shall be fully and promptly disclosed in writing and in confidence by the Healthcare Agency to the Authority, within seven (7) days from the date of acquiring/development of such Intellectual Property. The Authority shall have the exclusive right to take any action necessary to obtain intellectual property protection of such Intellectual Property. The Authority shall hold the newly disclosed Intellectual Property in confidence for a period of ninety (90) days from the date of disclosure in order to secure patent, copyright or other intellectual property protections, applications or registrations and in the event that ownership rights of the Intellectual Property are deemed to vest with the Healthcare Agency under any Applicable Laws Healthcare Agency shall ensure that ownership to the intellectual rights are transferred to Authority within a period of thirty (30) days from the date of acquiring such Intellectual Property.

17.3 In the event that the Healthcare Agency brings in any prior Intellectual Property, owned by it or any of its researchers / personnel for the Project, such prior Intellectual Property becomes a part of the Intellectual Property.

ARTICLE 18 INDEMNITY

The Healthcare Agency agrees to indemnify and keep indemnified and hold harmless the Authority and their respective directors / trustees, officers, employees, representatives against all civil and criminal liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of Applicable Laws, rules, regulations and guidelines, and also against any losses, Damages or expenses suffered or incurred and legal expenses arising out of any employment dispute raised by those engaged in relation to this Project any reason what so ever in relation to this Project. The Healthcare Agency shall be solely responsible for any matter concerning any dispute whatsoever as mentioned above including negligence of any kind done in the course of implementation of the Project/ running of the Hospital. Under this Agreement, the liability of the Authority shall be limited only to the grant of financial assistance to the Healthcare Agency as per the mutually agreed physical milestone linked payment plan.

The Healthcare Agency shall also be solely responsible for any matter concerning medical treatment / procedures / Services provided to the patients and it shall keep both the Parties indemnified against any claims and legal expenses arising out of any medico-legal case filed / registered against the Hospital set-up under the Project or under its outreach Services.

ARTICLE 19 FORCE MAJEURE

19.1 Force Majeure Event

Each of the Party hereto shall be excused from the performance of its obligation by Force Majeure and such excuse shall continue as long as the condition constituting such Force Majeure continues. The Parties claiming force majeure will inform the other Party about the condition within 72 hours of the occurrence leading to force majeure. "Force Majeure" includes causes beyond the control of any Party, including without limitation, acts of God, Acts, Regulations or Laws of any government, war, civil commotion, destruction of office facilities or materials by fire, earthquake, flood or storm, terrorism, epidemics and failure of public utilities directly affecting the performance of the Project.

19.2 Termination Due to Force Majeure Event

19.1.1 If a Force Majeure Event subsists for a period of one hundred and eighty (180) days or more within a continuous period of three hundred and sixty-five (365) days, either Party may in its discretion terminate this Agreement by issuing a notice of termination to the other Party without being liable in any manner whatsoever, save as provided in this Article 19, and upon issue of such notice of termination, this Agreement

shall stand terminated.

19.1.2 All obligations during termination and payments post termination shall be dealt with as per the provisions set forth in Article 24.

ARTICLE 20 MONITORING

20.1 **Governance Structures and Responsibilities for Monitoring**

The Project Governing Bodies and their responsibilities towards Project monitoring purpose

20.1.1 Project Management committee will bear its existence in Project Construction phase, upon Phase I COD and Phase II COD of the Project, Project Management Committee will transfer responsibilities to Hospital Management committee. The on-ground information and Project tracking during Construction and O & M phase will be done by Independent Monitor, Independent Monitor will assist Project Management Committee and Hospital Management Committee. Over and above Project Management Committee and Hospital Management Committee will report to Hospital Governing Council. The Hospital Governing Council will be the ultimate body to look after Project including formulating of rules, approving deviations etc. The Hospital Governing Council will periodically apprise Authority on Project progress matters.

The composition, roles and functions of these bodies is presented below

20.1.2 Hospital Governing Council (HGC):

A. Composition of Governing Council\

Governing Council will comprise Authority (4 Members) & Healthcare Agency (3 Members)

i Chairman of CCL
ii Asset Manager, CCL
iii Head- CSR, CCL
iv Chief Medical Services, CCL*
v CEO appointed by Healthcare Agency
vi Healthcare Agency Representative - 1
vii Healthcare Agency Representative – 2

B. Roles & Responsibilities of Hospital Governing Council

i To report to CCL
ii Develop policy and ensure effective execution of the same.
iii Approve policy / guidelines for purchase of goods, Services and engagement of manpower.
iv Design the strategic intervention and set the direction for further implementation of the Project.
v Evaluate the Project at regular interval with respect to the performance vis- a -vis the MOA milestone.
vi Ensure adequate checks and balance in place to safeguard quality.
vii Apprise Authority in case of deviation from scope of MOA.

20.1.3 Hospital Management Committee (HMC)

A. Composition of Hospital Management Committee

i CEO appointed by Healthcare Agency
ii Secretary of Healthcare Agency
iii Representative of Healthcare Agency
iv Representative of CCL

B. Roles and Responsibilities of Hospital Management Committee

i To report to the Governing Council.
ii Implementing policies / guidelines framed by Governing Council.
iii Providing guidance on implementation aspects, ensuring Project delivery.
iv To oversee stakeholder management and change management program and Project quality assurance program.
v To define the acceptable risk profile and risk threshold for the program, based on the risk management strategy and review Project risks.
vi To understand, realize the need of the Hospital and seek support from stakeholders.
vii Proper management and oversight of the Hospital

viii Ensure provision of the required resources and inputs for operations and management of the Hospital.
ix To guide & support CEO for smooth functioning of the Hospital. CEO will bring maters & issues of concerns and major subjects to committee for decisions.

20.1.4 Project Management Committee (PMC):

A. Composition of Project Management Committee
i Three representatives of Healthcare Agency
ii One representative of Authority

B. Roles and Responsibilities of Project Management Committee
i To monitor the funds earmarked for each Project/activity.
ii To review Project action plans aligned with timelines.
iii Oversee and periodically monitor Project milestone achievement and effective implementation.
iv Exception reports submission to HMC.
v To bring to the notice of Healthcare Agency and HMC the discrepancies observed in the Project execution, if any, in the PMC meeting.

20.1.5 Independent Monitor (IM)

C. Composition of Independent Monitor
i Comprise of team of experts -engineers/Hospital consultant / health expert which may vary depending on the phase of the Project

D. Roles and Responsibilities of Independent Monitor
i Construction Phase: To supervise Construction activities being carried out by the Healthcare Agency
ii Operation Phase: To supervise Hospital operations being carried out by the Healthcare Agency

20.2 Indicators for Monitoring

20.2.1 The Authority shall monitor the performance of the Healthcare Agency on a set of **Key Performance Indicators** as set forth in Schedule 9.

20.3 Monitoring of Services, Operations and Maintenance

20.3.1 Monthly status reports: During Project Period, the Healthcare Agency shall, no later than seven (7) days after the close of each month, furnish to the Authority and the Independent Monitor, a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Service Requirements, Maintenance Requirements, and shall promptly give such other relevant information as may be required by the Independent Monitor.

20.3.2 Tests: For determining that the Project conforms to the Service Requirements, Maintenance Requirements and Safety Requirements, the Independent Monitor(s) may require the Healthcare Agency to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice. Healthcare Agency

20.3.3 Remedial measures: The Healthcare Agency shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Article 20.3.3 and furnish a report in respect thereof to the Independent Monitor and the Authority within fifteen (15) days of receiving the O&M Inspection Report or the test results, Healthcare Agency

The Independent Monitor(s) shall require the Healthcare Agency to carry out or cause to be carried out tests, at its own cost, to determine that such remedial measures as referred to in Article 20.3.3 have brought the Project into compliance with the Safety Requirements, Service Requirement and Maintenance Requirements.

20.3.4 In the event that remedial measures are not completed by the Healthcare Agency in conformity with the provisions of this Agreement, the Authority shall be entitled to recover Damages from the Healthcare Agency under and in accordance with the provisions of Article 13.7.

ARTICLE 21 BENEFICIARY GRIEVANCE REDRESSAL

21.1 The Healthcare Agency shall:

a. Develop a protocol for beneficiary grievance redressal system.
b. Allow the Authority and its representatives including the designated authorities of the Healthcare Agency full access rights to the GMS.
c. Liaise with the Grievance Redressal Officer within the Hospital Facility. The name and the contact number of the Officer would be prominently displayed in local and English languages in the OPD area, the Emergency ward and in all patient wards in a manner that it is visible and easily identifiable to beneficiaries accessing the Hospital Facility.
d. Ensure that all grievances are entered into the GMS.
e. Ensure that all grievances are settled initially by the Healthcare Agency within the timeframe according to protocol, failing which the Healthcare Agency shall be obliged to escalate the matter to the Nodal Grievance Redressal Officer [.]
f. In case the aggrieved is not satisfied, he may lodge his grievances to a Grievance Redressal Committee headed by the retired District Judge.

21.2 All complaints received by the Nodal Grievance Redressal Officer shall be entered within the GMS along with ensuring that the real time updates on the status of the grievance are provided on the GMS.

21.3 The Medical Superintendent / Head of the Hospital shall monitor and track the GMS and shall investigate and facilitate redressal of those beneficiary complaints not redressed within the prescribed timeframe. Any beneficiary grievances unresolved for seven (7) days shall be referred to the HMC for resolution.

21.4 The Medical Superintendent / Head of the Hospital shall in consultation with the HMC determine whether any beneficiary complaint needs to be escalated to the HGC.

ARTICLE 22 REPRESENTATIONS AND WARRANTIES

22.1 Representatives and Warranties of the Healthcare Agency

The Healthcare Agency represents and warrants to the Authority that:

a. It has full power and Authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
b. It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.
c. It has the financial standing and capacity to undertake the Project.
d. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
e. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of the terms of the Healthcare Agency's Memorandum and Articles of Association or any Applicable Laws or any covenant, Agreement, understanding, decree or order to which it is a Party or by which it or any of its properties or assets are bound or affected.
f. There are no actions, suits, proceedings or investigations pending against any of the shareholders of the Healthcare Agency or against any of the Directors on the Board of any of the shareholders of the Healthcare Agency known to the Healthcare Agency and threatened against it at law or in equity before any Court or before any other judicial, quasi-judicial or other Authority, the outcome of which may constitute Healthcare Agency's Event of Default or which individually or in the aggregate may result in Material Adverse Effect.
g. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
h. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in aggregate have or may have Material Adverse Effect.
i. Subject to receipt by the Healthcare Agency from the Authority of any amount due under any of the provisions

of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Healthcare Agency in and to the Project Facilities shall pass to and vest in the Authority on the termination date free and clear of all Encumbrances without any further act or deed on the part of the Healthcare Agency.

j. No representation or warranty by the Healthcare Agency contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

k. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Healthcare Agency or any of its shareholders to any person to procure the operation, maintenance and management of the Project Facilities.

l. Without prejudice to any express provision contained in this Agreement, the Healthcare Agency acknowledges that prior to the execution of this Agreement, the Healthcare Agency has, after a complete and careful examination, made an independent evaluation of the Project and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Healthcare Agency in the course of performance of its obligations hereunder.

m. The Healthcare Agency also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Healthcare Agency.

22.2 Representatives and Warranties of the Authority

The Authority represents and warrants to the Healthcare Agency that:

a. The Authority has full power and Authority to grant the rights and Authority under this Agreement.

b. The Authority has taken all necessary actions to authorize the execution, delivery and performance of this Agreement.

c. This Agreement constitutes the Authority's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

d. There are no suits or other legal proceedings pending or threatened against the Authority in respect of the Project.

22.3 Obligations to Notify Change

22.3.1 If any of the representations or warranties made / given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

22.3.2 Failure to notify change within fifteen (15) days of its occurrence shall be deemed as Material Breach of the provisions of this Agreement.

ARTICLE 23 EVENTS OF DEFAULT

23.1 Healthcare Agency's Events of Default

23.1.1 In addition to Events of Default provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Healthcare Agency fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of sixty (60) days, the Healthcare Agency shall be deemed to be in default of this Agreement (a "Healthcare Agency Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include:

Related to Performance Security

a. The Healthcare Agency has not renewed the Performance Security thirty (30) days before the expiry of the Performance Security.

b. The Performance Security has been encashed and appropriated in accordance with Article 6.2 and the

Healthcare Agency fails to replenish or provide fresh Performance Security within a Cure Period of thirty (30) days.

c. Subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Article 6.2, the Healthcare Agency fails to cure, within a Cure Period of ninety (90) days, the Healthcare Agency Default for which whole or part of the Performance Security was appropriated.

Related to Project Development and Site Usage

d. The Healthcare Agency does not implement the Detailed Project Report in accordance with the provisions of Schedule 3 and Schedule 4 and continues to be in default for ninety (90) days.

e. The Healthcare Agency abandons or manifests intention to abandon the Project or operation of the Project without the prior written consent of the Authority.

f. The Punch List items have not been completed within the period set forth in Article 11.4.6.

g. The Healthcare Agency has utilized the Project Site or Project Facilities in contravention of Article 10.1.4 and Article 10.1.5.

Related to Project Operations and Management

h. The Healthcare Agency is in breach of the Maintenance Requirements as set forth in Article 13.2.1 and Service Requirements as set forth in Article 13.2.2.

i. An Escrow Default has occurred, and the Healthcare Agency fails to cure the default within a Cure Period of fifteen (15) days.

If at any time any payment, assessment, charge, lien, penalty or Damage herein specified to be paid by the Healthcare Agency to the Authority, or any part thereof, shall be in arrears and unpaid.

j. Project Services are stopped, and Users do not receive Services at any time except for reasons of Force Majeure.

Related to Key Performance Indicators

k. The composite KPI score measured on an Annual basis is less than eighty-one (81) percent for any two (2) years in a period of three (3) consecutive years.

Related to Overall Provisions of this Agreement

l. The Healthcare Agency creates any encumbrance in breach of this Agreement.

m. The Healthcare Agency repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement.

n. An execution levied on any of the assets of the Healthcare Agency has caused a Material Adverse Effect on the Project.

o. The Healthcare Agency engaging or knowingly has allowed any of its employees, agents, tenants, contractor or representative to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.

p. The Healthcare Agency is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Healthcare Agency or for the whole or material part of its assets that has a material bearing on the Project.

q. A resolution for winding up of the Healthcare Agency is passed, or any petition for winding up of the Healthcare Agency is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within ninety (90) days of the date thereof or the Healthcare Agency is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Healthcare Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Healthcare Agency under this Agreement; and provided that:

    i. The amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements; and

    ii. The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has credit worthiness at least as good as that of the Healthcare Agency as at the COD.

r. Any representation or warranty of the Healthcare Agency herein contained which is, as of the date hereof, found to be materially false or the Healthcare Agency is at any time hereafter found to be in breach thereof.

s. The Healthcare Agency submits to the Authority any statement which has a material effect on the Authority's

rights, obligations or interests and which is false in material particulars.

t. The Healthcare Agency has failed to fulfil any obligation, for which termination has been specified in this Agreement.
u. The Healthcare Agency commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or the Healthcare Agency commits a Material Breach.
v. The Healthcare Agency has abandoned the Project Facility.
w. Services under the Project are affected due to disputes within the Healthcare Agency, legal or otherwise.

23.2 Authority's Events of Default

23.2.1 The following events, to the extent not caused by a default of the Healthcare Agency or Force Majeure, shall be considered for the purposes of this Agreement as Event of Default of the Authority which, if not rectified within the time period provided below, shall provide the Healthcare Agency the right to terminate this Agreement in accordance with provisions of Article 24:

a. The Authority has failed to make any payments due to the Healthcare Agency and more than ninety (90) days have elapsed since such default.
b. The Authority has failed to abide by the terms of the Escrow Agreement.
c. The Authority has failed to abide by the payment administration terms as per the provisions set forth in Article 14.6.
d. In Material Breach of this Agreement.

23.3 Rights of Parties

23.3.1 Upon occurrence of either Party's Event of Default, the other Party shall, without prejudice to any other rights and remedies available to it under this Agreement or law, have the following right to seek recourse to the Dispute Resolution provisions as laid down in Article 28 of this Agreement.

23.4 Intimation of Events of Default

23.4.1 The aggrieved Party shall formally intimate the other Party about the Event of Default along with explanation and evidence for the same also indicating the consequences it may have on Project by sending a fourteen (14) days' notice from the day of knowledge of such Event of Default.

23.4.2 Such notice shall be issued in the spirit of true partnership and with suggestions for consultation meeting to address the issue concerned and make good the Event of Default.

23.5 Remedial Measures Post Event of Default

23.5.1 Following the receipt of such a notice, the Parties shall endeavor to arrive at a reasonable and amicable solution to arrive at an Agreement for rectifying the Event of Default within the shortest possible time mutually agreeable to the Parties concerned and documented in writing duly signed by the authorized representatives of both the Parties.

23.6 Rectification Period

23.6.1 The period mutually agreed upon as described in Article 23.5 for rectifying the Event of Default to the mutual satisfaction of all the Parties shall be called the Rectification Period.

23.7 Obligations during the Rectification Period

23.7.1 The Parties shall continue to perform their respective obligations and duties during the Rectification Period with the objective that Services under the Project are not disrupted in any manner whatsoever, failing which the Party in breach shall compensate the other Party for all such loss and Damages on account of such breach.

23.8 Termination Pursuant to Events of Default

23.8.1 Either Party shall have the right to initiate termination proceedings pursuant to the other Party's Events of default.

23.8.2 As such termination proceedings and termination payments shall be as per the provisions set forth in Article

24.3 and Article 24.5.

ARTICLE 24 TERMINATION

Notwithstanding anything to the contrary contained anywhere else in the contract:

24.1 The contract shall automatically terminate on the expiry of 17 years from the Effective Date of the Hospital or subject to Article 23 above, whichever is earlier, unless extended by the Parties by mutual consent or terminated

24.2 Based on the mutual consent, the Healthcare Agency shall continue executing the Project as per agreed terms and conditions till minimum of 17 years from the Effective Date of the Hospital, whichever is later

24.3 The Healthcare Agency, after initial binding period of 10 years from the Effective Date, may terminate the contract, after giving a notice of 150 days to the other Parties of its intention to terminate the contract. However, prior to issuing such notice, the issues shall have to be necessarily discussed in the HMC and HGC. The Healthcare Agency shall exhaust all the remedies available i.e. discussion with the Authority's Board during the notice period and shall make all efforts to resolve any issues in the interest of the Project.

24.4 In the event of termination of the contract, The Healthcare Agency shall (a) Make an inventory of entire infrastructure and equipment and handover the same to Authority free from Encumbrances (b) provide possession to the Authority along with original copies of all the permissions/approvals/clearances obtained for the Project and all documents related to the Project (c) Provide details of manpower engaged for the Hospital including CEO, local staff and the Healthcare Agency's staff (d) Provide necessary assistance to the Authority for identification of new partner and to ensure smooth handover to the new partner to maintain continuity in Hospital's operations in the larger interest of the society. However, liabilities, dues and continuance of employment of staff in the said Hospital will be decided based on the merits and due process of justice will be followed. The Healthcare Agency will submit its proposal if it wants to continue some staff with it even after termination.

In the event of premature termination of the contract, an empowered committee consisting of CEO of the Hospital, Secretary of the Healthcare Agency, CEO of the Authority and Asset Manager, Ranchi Asset would look into the one time financial compensation to be given to the Healthcare Agency, if any.

24.5 The Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Security in case of premature termination for undertaking the repairs or rectification of the loss.

ARTICLE 25 SERVICE CONTINUITY

25.1 Notwithstanding Article 24, upon termination or expiry of this Agreement, the Healthcare Agency shall comply with and conform to the following Divestment Requirements:

25.1.1 Submit to the Authority, a plan outlining the handover procedures, training of Authority's staff and plan for management of human resources (the "**Service Continuity Plan**").

25.1.2 The Healthcare Agency shall continue operation of the Project for a period of 90 (ninety) days from the date of termination of this Agreement ("**Service Continuity**"), and during this period all payment shall continue to be made by the Authority to the Healthcare Agency, in accordance with the provisions set forth in Article 14.

25.2 Notify to the Authority forthwith the location and particulars of all Project Facilities.

25.3 Deliver forthwith the actual possession of the Project free and clear of all Encumbrances.

25.4 Cure all Project assets, including all defects and deficiencies so that the Project is compliant with the Safety Requirements, Service Requirements and Maintenance Requirements; provided that in the event of termination of the Agreement, all Project assets shall be handed over on 'as is where is' basis after bringing them to a safe condition.

25.5 Deliver relevant records and reports pertaining to the Project and Project Facilities and its design, monitoring, Construction, operation and maintenance, including all programs and manuals pertaining thereto, and complete 'as built' Drawings as on the Transfer Date.

25.6 Be responsible for removal of all staff recruited by the Healthcare Agency including the medical personnel and officers / staff / representatives, who shall not be transferred to the Authority upon termination of this Agreement. Sole responsibility of any resultant legal liabilities or disputes shall vest with the Healthcare Agency.

25.7 Transfer and / or deliver all Applicable Permits to the Authority to the extent permissible under Applicable Laws.

25.8 Ensure that all software and the technology used in the implementation of the Project shall be made irrevocably and perpetually available to the Authority on the same terms and conditions as was present during the Project Period so as to ensure continued and effective implementation of this Project. The Healthcare Agency shall train personnel as identified by the Authority in usage and operation of such software and technology so that there is no lack of trained personnel after the end of the Project Period. The costs of all such training shall be borne by the Authority.

25.9 Execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Healthcare Agency in the Project, including the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee.

25.10 Comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Healthcare Agency in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

25.11 Inspection and Cure

25.11.1 Within thirty (30) days of the issue of the Termination Notice or not earlier than ninety (90) days before expiry of the Agreement, the Independent Monitor(s) shall verify, after giving due notice to the Healthcare Agency of the time, date and venue of such verification, compliance by the Healthcare Agency with the Safety Requirements, Service Requirements and Maintenance Requirements, and if required, cause appropriate tests to be carried out at the Healthcare Agency's cost for this purpose.

25.11.2 Defaults, if any, in the Safety Requirements, Service Requirements and Maintenance Requirements shall be cured by the Healthcare Agency and the provisions of Article 14.7 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies.

ARTICLE 26 EXPIRY OR EXTENSION OF CONCESSINAIRE'S AGREEMENT

26.1 This Agreement between the Authority, the Healthcare Agency shall be deemed to have been expired at the end of the Project Period as per Article 3.2, unless the Duration of this Agreement has been mutually extended by the concerned Parties and such decision has been recorded, issued as an amendment to this Agreement and mutually signed by both the Parties.

26.2 All such extension of this Agreement shall be for a period of maximum 5 years for each extension.

26.3 All such extension decisions shall be based on recommendations of an external evaluation commissioned by the Authority and subject to the conditions that at the end of this Project Period: (i) there are no outstanding events of default; and (b) there are no instances of breach of any of the conditions of this Agreement that remains uncured by the Healthcare Agency .

26.4 Upon expiry of the Agreement, the Parties agree that they will abide by the relevant provisions of this Agreement, including but not limited to the provisions of Article 25.3, 25.4, 25.5, and Article 25, to ensure smooth handover of the Project Facility in full compliance with all required obligations and duties without affecting the Services to User in any manner whatsoever.

ARTICLE 27 ASSIGNMENTS AND CHARGES

27.1 Restriction on Assignments and Charges

27.1.1 Subject to Article 27.2, this Agreement shall not be assigned by the Healthcare Agency to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

27.1.2 Subject to the provisions of Article 27.2, the Healthcare Agency shall not create nor permit to subsist any encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Healthcare Agency is a Party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

27.2 Assignment by the Project Authority

27.2.1 Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving thirty (30) days' notice to the Healthcare Agency , assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 28 HEALTHCARE AGENCY GRIEVANCES & DISPUTE RESOLUTION

28.1 Healthcare Agency Grievances

28.1.1 Grievances, if any, that the Healthcare Agency may have related to day-to-day operations of the Project Facility shall be addressed with the HMC.

28.1.2 Grievances, if any, that the Healthcare Agency may have related to aspects of the partnership management shall be addressed with the HMC. The HMC shall resolve all grievances within fifteen (15) days, failing which the Healthcare Agency shall have the right to escalate the grievance to the HGC.

28.1.3 Any grievances that remain unaddressed or unresolved for thirty (30) days by the HGC or even earlier if the nature of the grievances is affecting Services from the Project Facility, may become a Dispute and the Healthcare Agency shall have the right to exercise the provisions of Article 28.2 followed by Article 28.3, as required.

28.2 Amicable Resolution

28.2.1 Save where expressly stated to the contrary in this Agreement, any Dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, (the "**Dispute or Difference**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in this Article 28.2.

28.2.2 The aggrieved Party shall send a notice to the other Party about the Dispute and its views on the same along with recommendations for settling the Dispute.

28.2.3 The Parties shall mutually agree upon a venue, date and time for the negotiation meeting with the intent of amicably resolving the Dispute.

28.2.4 In the event that the Parties are unable to amicably resolve the Dispute within thirty (30) days of the receipt of notice of Dispute, either Party may refer the Dispute or Difference to arbitration in accordance with the provisions of Article 28.3.

28.3 Arbitration

28.3.1 Subject to the provisions of Article 28.1 and 28.2, any grievance, Dispute or Difference, if not settle through the HGC, within thirty (30) days of a reference to it as provided in Article 28.2.4 of the Project Agreement, shall be finally settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 ("**Arbitration Act**"), under the prevailing International Centre for Alternate Dispute Resolution

Arbitration Rules, 1996 ("**ICADR Rules**") and the Arbitration & Conciliation Act (Amendment) Act, 2015

28.3.2 **Arbitral Panel:** The arbitration proceedings shall be conducted by an Arbitral Panel consisting of three arbitrators, of which one shall be appointed by the Authority, one by the Healthcare Agency, and the presiding arbitrator shall be mutually appointed by the two arbitrators nominated by the respective Parties.

28.3.3 **Place of arbitration:** The place of conducting arbitration proceedings shall ordinarily be the city of Ranchi in the State of Jharkhand.

28.3.4 **Language of arbitration:** The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

28.3.5 **Enforcement of Award:** The Parties agree that the decision of the Arbitral Panel or "**Award**" resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved Parties to secure relief from any Court within the jurisdiction of this Agreement.

28.3.6 **Cost of arbitration:** All costs related to arbitration shall be equally borne by both the Parties. The Arbitration Panel may provide in its Arbitral Award for the reimbursement to the prevailing Party of its costs and expenses incurred towards bringing and defending the arbitration claim.

28.3.7 **Performance during Dispute:** Pending the submission of and/or decision on a Dispute and until the Arbitral Award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to its rights, interest and entitlements, till the final decision / Award.

28.3.8 Either Party shall have the right to seek legal recourse in the event that the arbitration proceeding fails.

ARTICLE 29 GOVERNING LAW AND JURISDICTION

29.1 This Agreement shall be governed by the laws of India. Further, only the Courts in Ranchi shall have jurisdiction to try all disputes and matters arising out of and under this Agreement, after reference to Arbitration.

ARTICLE 30 MISCELLANEOUS

30.1 Co-branding

30.1.1 The Project or any part thereof shall not be branded in any manner to solely advertise, display or reflect the name or identity of the Healthcare Agency or its members.

30.1.2 The Healthcare Agency further undertakes that it shall not, in any manner, use the name or identity of the Authority to advertise or display its own identity, brand Equity or business interests, including those of its members, save and except as may be necessary in the normal course of business.

30.1.3 For the avoidance of doubt, it is agreed that the Healthcare Agency may, at the Project Facility prominently display its own name jointly with that of the Authority or in signage as approved by it at a location where other public notices and signage is prominently displayed for the patients, beneficiaries and general public.

30.1.4 It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of [•].

30.2 Display of Information, Certificates and Licenses

30.2.1 The Healthcare Agency shall, at all times during the Project Period, ensure:

a. That those permits and licenses that are required to be publicly displayed within the Project Facility as per Applicable Laws, are displayed in prominent locations within the Project Facility.

b. That all fire safety and fire-fighting norms and guidelines are publicly displayed within the Project Facility in vernacular and English languages.

30.3 Waiver

30.3.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement.
b. Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party.
c. Shall not affect the validity or enforceability of this Agreement in any manner.

30.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

30.4 Renegotiation or Amendment Due to Change in Law

30.4.1 The Healthcare Agency shall have the right to renegotiate or seek amendment to the terms and conditions on account of a "**Change in Law**". For the purpose hereunder, "**Change in Law**" means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:

a. Adoption, promulgation, modification, reinterpretation, or repeal after the date of this Agreement of any Applicable Laws; or
b. The imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Healthcare Agency of any Applicable Approval or Applicable Laws) in connection with the issuance, renewal or modification of any clearance after the date of this Agreement; or
c. Any clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Healthcare Agency or if granted for a limited period, being renewed on terms different from those previously stipulated; and
d. Provided nothing contained in this Article 30.4 shall be deemed to mean or construe any increase in taxes, duties and the like effected from time to time by any Government Instrumentality, as Change in Law.

30.4.2 In the event of Change in Law, the Healthcare Agency may propose to the Authority modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Healthcare Agency in substantially the same legal, commercial and economic position as it were prior to such Change in Law.

a. Provided, however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

30.5 Survival

30.5.1 Termination of this Agreement:

a. Shall not relieve the Healthcare Agency or the Authority of any obligations already incurred hereunder which expressly or by implication survives Termination hereof.
b. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or Damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

30.6 Amendment

30.6.1 This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties and evidenced in writing.

30.7 Successors and Assigns

30.7.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

30.8 Notices

30.8.1 Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any Term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below :

If to the Authority:
[Insert name and address] Phone No.
Fax No. Email:

If to the Healthcare Agency: [Insert name and address] Phone No.
Fax No. Email:

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered.

a. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.
b. In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

30.9 Severability

30.9.1 If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable; the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

30.10 Joint Venture Agreement

30.10.1 In case the Bidder is a joint venture (JV) of firms, the Bidder may form a joint venture (JV) of up to 2 members with one of the partners to be the Lead. Selected Bidder want to form a Joint Venture and have submitted Letter of Intent by Joint Venture Partners to enter into a Joint Venture have to submit Joint Venture Agreement before signing the Project Agreement as per the format provided in accordance with Schedule 10 of Project Agreement or in another form approved by the Authority as per Article 4.2.

30.11 Third Party

30.11.1 This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

30.12 Media Policy

30.12.1 Under any circumstances, whatsoever, the Healthcare Agency shall not have any right to speak to any media, print, electronic or otherwise, on any aspect related to the Project or the Services rendered thereunder, without prior written consent from the Authority, which the Authority shall have the right to deny at its sole discretion.

30.12.2 If approached by any media, the Healthcare Agency shall refer such media personnel and requests to the Authority and with immediate effect update the Authority in writing of such requests received.

30.13 Language

30.13.1 All notices required to be given under this Agreement and all communications, documentation and Proceedings which are in any way relevant to this Agreement shall be in writing and in English language

only.

30.14 Exclusion of Implied Warranties

30.14.1 This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the Parties and any representation by any Party not contained in a binding legal Agreement executed by the Parties.

30.15 Entire Agreement

30.15.1 This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification here to shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

30.16 Execution and Counterparts

30.16.1 This Agreement shall be executed in three counterparts, on non-judicial stamp papers of [Rs._ /-] each duly notarized by a notary. Each of the Agreements when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

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

SIGNED SEALED AND DELIVERED SIGNED SEALED AND DELIVERED

For an on behalf of the Authority For and on behalf of the Healthcare Agency

SCHEDULES

SCHEDULE 1: MINIMUM SERVICE PACKAGE

The Healthcare Agency shall provide the following minimum Services under this Agreement:

I. Clinical and clinical support Services

a. The Healthcare Agency shall offer:

i. Out-Patient consultation (OPD) at least as per the OPD timings of the Proposed Hospital mutually agreed with the Authority.

ii. In-Patient admissions (IPD).

iii. Emergency management Services (surgical and non-surgical) including but not limited to the specialties mentioned in Table 10 below, around the clock for all 365 days in a year.

iv. Critical care and Intensive Care Unit (ICU) Services.

v. Surgical Services (Cardiac Surgery, Thoracic Surgery, Neurosurgery, etc.)

vi. Clinical and clinical support specialized Services related to Cardiology, Pulmonology, Neurology, Nephrology including management of related co-morbidities.

vii. Clinical and Diagnostic Services: This includes Medical Radiology and Imaging Services, diagnostic, Laboratory Services (Including but not limited to Pathology Services, Microbiology) Blood Bank, Rehabilitative Services, Infection Control, Ambulance Services, Pharmacy Services, Nutrition and Dietetics.

viii. Non-clinical support Services: This includes General Management Services, Help Desk Services, Food Services, Housekeeping Services, Laundry and Linen Services, Purchase and Supply Services, Utilities Management, Parking Services, Security Services and Fire Safety Services, Biomedical Services, CSSD, Administrative and Ancillary, Medical Records, Engineering and Allied Services, Information Management, Social Work.

ix. Patient stabilization and referral of co-morbidities associated with the clinical Services covered under the Hospital.

x. Referral Services for advanced clinical care as per the Referral Plan referred to in Clause 9.2.3.1

b. The phase-wise distribution of the services to be provided by the Healthcare Agency during the Project Agreement Period are mentioned as follows:

Phase-wise Scope of Services in Phases

Table 10- Scope of services

Types	Categories	Phase I		Phase II
Clinical Services	General Services	OPD Services		Increasing the number of beds
		IPD Services		
		Nursing Services		
		Para medical Services		
		Emergency Services		
		ICU, CCU		
		OT		
	Specialties	Cardiology Cardiac surgery Cath Lab	Pulmonology	
	Allied	Nephrology	Imaging and Radiology	

Types	Categories	Phase I		Phase II
	Services including Diagnostic services	Dialysis unit, Neurology Neurosurgery	Anesthesiology	
		Diagnostics- ECG, EEG.	Rehabilitative Services	
		Blood bank	Infection control	
		Laboratory Services (Pathology Services, Microbiology etc)	Nutrition and Dietetics	
		Ambulance Services	Pharmacy	Pharmacy
Non-Clinical Services	**Support Services**	Biomedical Services		Food and beverages
		Linen & Laundry		Cafeteria
		Central sterile services department		Prayer room
		Purchase and supply department		Parking Services
		Security and fire safety department		
		Housekeeping Services		
		Administrative and ancillary Services		
		Engineering and allied Services		
		Medical records		
		Kitchen and Potable Water Coolers		
		Information management		
		Social work like camps		
		Staff Residential Quarters		
		Mortuary Services		
		Utility management and Other Services		
Services not envisaged to be offered on a standalone basis		Allergy and Immunology		
		Burns unit		
		Dermatology		
		Interventional Radiology		
		General Surgery		
		General Medicine		
		Obstetrics & Gynecology		
		Ophthalmology		
		Pediatrics and Neonatal		
		Preventive Medicine		
		Gastroenterology		

Types	Categories	Phase I	Phase II
		ENT	
		Plastic surgery	
		Dental Services	
		Orthopedic and related Trauma care center	
		Oncology	
		Psychiatry	
		Urosurgery	

c. The minimum Services to be offered under Cardiology comprise:

Table 11- Cardiology scope

Cardiology		
Screening	**Diagnostic**	**Treatment**
Body Mass Index BP estimation Clinical examination etc.	Hematology and Biochemistry ECG, X-ray, ECHO, TMT Troponin T, USD (with Doppler), CT Scan Coronary angiography etc.	Coronary angioplasty, Coronary artery bypass grafting (CABG), Angioplasty and stent placement, valve repair, valve replacement, Pacemaker Implantation, etc.

Above table is indicative, and it is the duty of the Healthcare Agency to define the scope of services in detail related to Cardiology

d. The minimum Services to be offered under Pulmonology comprise:

Table 12- Pulmonology scope

Pulmonology		
Screening	**Diagnostic**	**Treatment**
Clinical examination, Spirometry, Exercise testing etc.	Pathology, histopathology, cytology, Hematology and Biochemistry, Bronchoscopy, Thoracentesis, Pulmonary Function tests etc.	Thoracic surgery, treatments for diseases including Pneumonia, ARDS, COPD, Tuberculosis, Bronchiectasis, Cystic Fibrosis, Interstitial lung diseases, Pulmonary embolism, Pulmonary Hypertension, Sleep disorders etc.

Above table is indicative, and it is the duty of the Healthcare Agency to define the scope of services in detail related to Pulmonology

e. The minimum Services to be offered relating to Utility Management and Other Services
   (i) Ambulance Services, when the dedicated ambulance deployed by the Healthcare Agency is on call.
   (ii) Parking facilities.
   (iii) Access to water and required electricity load.
   (iv) Sewerage Treatment Plant
   (v) Effluent Treatment Plant
   (vi) Security (on payment basis, if required)

SCHEDULE 2 MINIMUM PROJECT FACILITIES TO BE DEVELOPED BY THE HEALTHCARE AGENCY

These specifications are illustrative for a 200-bed facility. The Authority may adapt the minimum number of patient beds based on the detailed feasibility study to be conducted by the Healthcare Agency at the stage of structuring the Project.

1. The Healthcare Agency shall set up and manage at all times during the Project the following minimum facilities in the Project Facility for offering the Services set forth in Schedule 1: for 200 bedded Hospital
   a. Out-patient Services functional and available at least as per the agreed timings of the Hospital.
   b. In-patient department (IPD) with at least fifty (50) functional patient beds in Phase I (1) and additional Eight three (83) functional beds in Phase II (2), i.e. a total of one hundred thirty three (133) functional beds.
   c. Intensive Care Unit (ICU) with at least fifteen (15) functional fully equipped ICU beds, including CCU and HDU beds in Phase I (1), and additional five (5) beds for the above in Phase II (2), i.e. a total of twenty (20) ICU beds including CCU and HDU.
   d. Fully equipped four (4) operational theatres in Phase I (1) and an additional two (2) OTs in Phase II (2), i.e. a total of six (6) operational theatres(2) capable of performing surgeries as per the Scope of Services set forth in Schedule 1 of this Agreement
   e. Fully equipped Cardiology unit including Cath Lab, CRR ("**Cardiac Recovery Room**") capable of performing procedures as per the Scope of Services set forth in Schedule 1 of this Agreement.
   f. Full range of Laboratory and Diagnostic Services required for investigations related to the scope of Services set forth in Schedule 1 of this Agreement.
   g. Round the clock emergency Services with six (6) functional beds in Phase I (1) and an additional three (3) beds in Phase II (2), i.e. a total of nine (9) functional beds available for all three hundred and sixty-five (365) days a year.
   h. At least one (1) dedicated Advanced Life Support and one (1) dedicated Basic Life Support Ambulance each, functional and exclusively available for the Hospital Facility round the clock for all three hundred and sixty-five (365) days a year.
   i. Pharmacy within the Project Facility functional, open and accessible round the clock for all three hundred and sixty-five (365) days a year.
   j. Access to safe blood from Blood Bank as required for delivering the Services.
   k. Associated non-clinical support facilities including but not limited to kitchen (food and beverage) facilities, housekeeping, security, laundry Services, central sterile supply department (CSSD), infection control system, bio-medical engineering and utilities management and all such Services including IT support and office management required for functioning of the

Project Facility or for providing the Services.

l. Above list is subject to necessary approvals and terms and conditions.

m. Distribution of Beds during Phase I and Phase II is provided below -

For Phase I- 100 beds

Table 13- Bed distribution- Phase I

Departments	Beds
In-Patient beds	50
Medical ICU including CCU, HDU	15
OT	4
Emergency	6
Cardiology including Cath lab, CRR etc.	10
Neuro ICU	10
Dialysis Bed	5
Total	100

For Phase II -200 beds (cumulative)

Table 14- Bed distribution -Phase II

Departments	Beds (cumulative)
In-Patient beds	133
Medical ICU including CCU, HDU	20
OT	6
Emergency	9
Cardiology including Cath lab, CRR etc.	13
Neuro ICU	12
Dialysis Bed	7
Total	200

2. The Healthcare Agency may, depending on the need and demand, operate OPD Services even outside the hours specified in para 1(a) and 1(b) of this Schedule with prior approval of the Authority.

3. Following are indicative details for Staff Residential Quarters to be constructed during Phase I-

Table 15- Building residence guidelines

S no.	Category	Accommodation (as per CPWD and other stipulated norms)
1	Doctors	3 BHK
2	DNB doctors/ Resident doctors	Studio apartments/ Hostel

3	Nursing staff	Studio apartments/ Hostel
4	Administrative staff	2 BHK
5	Supporting staff example-Housekeeping	LIG flats

4. The number of staff quarters will be proposed by the Healthcare Agency during DPR stage and will be suitably decided by the Authority.

SCHEDULE 3 DETAILED PROJECT REPORT, APPLICABLE PERMITS AND INSURANCES

This schedule specifies about Detailed Project Report and insurances that the Healthcare Agency intends to procure.

1. In terms of provisions under Clause 5.2.1, the Healthcare Agency will prepare a Detailed Project Report which shall have to be approved by the Authority.
2. The Detailed Project Report will include:
   a. Survey reports
   b. All drawings and other items set forth in Clause 5.2.1 (a), including as-is and proposed architectural drawings
      - Total built up area
      - General arrangement drawings
      - Workflow & medical space planning
      - Concept layouts drawings for all Civil, MEPF (Mechanical, Plumbing, Electrical, Firefighting) works
   c. Medical/IT equipment, surgical instrument, furniture & utilities planning
   d. Project Construction Cost Estimates with breakup based on points a., b. above as per Schedule of Rates and market rate quotations for only non-scheduled items
   e. Phase wise Planning of points a., b. above and Phase wise Project Cost as per Table 16 below

Table 16- Project Cost format

Phases	DPR	Drawings	Civil Construction of the Hospital building and all civil works other than residential building	Civil Construction of the residential building	Medical/IT equipment, furniture & utilities	Subtotal 'A'	Cost towards Insurances and Permits	Healthcare Agency Honorarium @ 0.5% of Subtotal 'A'	Total (6) = (4)+ (5)+ (6)
			(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Amount in INR							
Phase									

I									
Phase II	-								
Total									

f. Phase wise O&M Cost details

Table 17- O&M Cost format

Operational Costs	Phase I	Phase II
Period	*Y1*	*Y2 to Y15*
Salary position-wise details		
Subcontracting details		
Power		
Water		
O&M		
Insurances		
Consumables		
Other items…		
Total		

g. Civil Works, MEPF, Equipment and surgical instrument procurement plan
h. Project timelines
i. Equipment replacement plan during the eighth year from Phase 1 COD along with equipment list under different services (clinical and non-clinical) with maintenance period as per Table 19 and Table 20 below.
   - The above-mentioned equipment replacement plan has to be prepared in accordance with prescribed equipment usage specification and equipment maintenance plan being availed.
j. Service Quality Manual
k. Donations / Fund raising plan for the Project during the O&M Period
l. Human resource plan including Manpower list, total number, periodicity and qualification details as per Table 18.

3. The Detailed Project Report will include a list of insurances that the Healthcare Agency intends to procure for the entire Project Period for the Project Facility. Indicative list is as follows:
   a. Indemnity insurance cover for Hospital and for doctors.
   b. Comprehensive insurance cover for the entire Project Facility including but not limited to fire, theft, burglary, etc.
   c. Group Insurance Cover under personnel policies.
   d. Comprehensive insurance cover for large medical equipment including replacement cover (this is over and above the Annual maintenance contracts).
   e. Vehicle insurance covering ambulances.
   f. Parking insurance.
   g. Medical insurance cover for all Hospital staff including ESI cover for outsourced employees or employees under third Party contracts.
   h. Cover for patients during transportation in Project Facility ambulances, if such cover is offered by Insurance Companies.

4. The complete list of all Applicable Permits that the Healthcare Agency shall obtain, maintain and comply with, as required under the Applicable Laws.
   An indicative list of Applicable laws (including clearances / approvals) is provided hereunder:
   a. Consumer Protection Act, 1986
   b. Air (Prevention and Control of Pollution) Act, 1981
   c. Atomic Energy Act, 1962
   d. Bio-Medical Waste (Management and Handling) Rules, 1998
   e. The Clinical Establishments (Registration and Establishments) Act, 2010 (as applicable)
   f. Drugs and Cosmetics Act, 1940
   g. The Environment (Protection) Act, 1986
   h. Excise Permit to store Spirit
   i. Hazardous Waste (Management and Handling) Rules, 1989
   j. Indian Medical Council Act, 1956
   k. Medical Termination of Pregnancy Act, 1971 & latest Amendments.
   l. Narcotic Drugs and Psychotropic Substances Act, 1985
   m. Nurses and Midwives Act (applicable to specific states)
   n. The Pharmacy Act, 1948
   o. Pre-Natal Diagnostic Techniques Act, 1994
   p. Registration of Births and Deaths Act, 1969
   q. Water (Prevention and Control of Pollution) Act, 1974
   r. Atomic Energy Regulatory Board regulations
   s. No-Objection Certificate from the Chief Fire Officer
   t. Local Municipal Authority or other relevant clearances

This List is indicative, and it is the duty of the Healthcare Agency to obtain all the Applicable Permits and approvals as required under the Applicable Laws.

5. Obtaining necessary building and Construction related clearances, certificates, approvals and licenses under Applicable Laws and to ensure that all the government guidelines on infrastructure, facilities, fees, expenses etc. are adhered to.

   a. Table 18 below.
   b. Delegation of team with work instruction plan for Phase I and Phase II.
   c. Patient care coordination plan including but not limited to design of processes for billing, admission, discharge in O & M period therefore to provide effective healthcare services.
   d. Administrative activities plan including but not limited to front office, HR, public relations etc.
   e. Service Requirements and Maintenance Requirements
      - The minimum requirements for Service and maintenance shall be prepared by the Healthcare Agency vide Clause 13.2.1 and to be approved as part of DPR.
      - The Service and maintenance requirements will include civil infrastructure and medical and non-medical equipment and corresponding maintenance schedules.
      - An indicative list which may be amended and detailed in accordance with the Project requirements is provided in Table 21 below:
      - The plan will comprise the required quality and quantity outputs in the longer term; the expected life of the assets underpinning the service; any

possible residual value; and the need for and timing of major refurbishment or asset refreshment program during the Project Agreement.

6. The DPR will be approved by the Authority/HGC within 10 days, any changes suggested by the Authority/HGC will be carried out by Healthcare Agency within period of 10 days and resubmitted to the Authority/HGC for approval. The process of revision will continue till the DPR stands approve by the Authority/HGC.

7. The Detailed Project Report will include a list of insurances that the Healthcare Agency intends to procure for the entire Project Period for the Project Facility. Indicative list is as follows:
   a. Indemnity insurance cover for Hospital and for doctors.
   b. Comprehensive insurance cover for the entire Project Facility including but not limited to fire, theft, burglary, etc.
   c. Group Insurance Cover under personnel policies.
   d. Comprehensive insurance cover for large medical equipment including replacement cover (this is over and above the Annual maintenance contracts).
   e. Vehicle insurance covering ambulances.
   f. Parking insurance.
   g. Medical insurance cover for all Hospital staff including ESI cover for outsourced employees or employees under third Party contracts.
   h. Cover for patients during transportation in Project Facility ambulances, if such cover is offered by Insurance Companies.
8. The complete list of all Applicable Permits that the Healthcare Agency shall obtain, maintain and comply with, as required under the Applicable Laws.

   An indicative list of Applicable laws (including clearances / approvals) is provided hereunder:
   a. Consumer Protection Act, 1986
   b. Air (Prevention and Control of Pollution) Act, 1981
   c. Atomic Energy Act, 1962
   d. Bio-Medical Waste (Management and Handling) Rules, 1998
   e. The Clinical Establishments (Registration and Establishments) Act, 2010 (as applicable)
   f. Drugs and Cosmetics Act, 1940
   g. The Environment (Protection) Act, 1986
   h. Excise Permit to store Spirit
   i. Hazardous Waste (Management and Handling) Rules, 1989
   j. Indian Medical Council Act, 1956
   k. Medical Termination of Pregnancy Act, 1971 & latest Amendments.
   l. Narcotic Drugs and Psychotropic Substances Act, 1985
   m. Nurses and Midwives Act (applicable to specific states)
   n. The Pharmacy Act, 1948
   o. Pre-Natal Diagnostic Techniques Act, 1994
   p. Registration of Births and Deaths Act, 1969
   q. Water (Prevention and Control of Pollution) Act, 1974
   r. Atomic Energy Regulatory Board regulations
   s. No-Objection Certificate from the Chief Fire Officer
   t. Local Municipal Authority or other relevant clearances

This List is indicative, and it is the duty of the Healthcare Agency to obtain all the Applicable Permits

and approvals as required under the Applicable Laws.

9. Obtaining necessary building and Construction related clearances, certificates, approvals and licenses under Applicable Laws and to ensure that all the government guidelines on infrastructure, facilities, fees, expenses etc. are adhered to.

Table 18- Manpower

S no.	Manpower -Medical	Numbers	Periodicity	Availability to be confirmed alongwith Name, Qualification of Proposed Personnel (if decided)	Others
1	DM Cardiology	6	Full time		
2	DM Pulmonology	2	Full time		
3	DM Neurology	2	time		
4	DM Nephrology	3	Full time		

Table 19- Equipment

Services Provided	Equipment	Capacity	Maintenance period	Others
Cardiology	ECG, TMT machine, defibrillator, ECG Monitor, ventilators, pulse oximeter, infusion pump, B.P Apparatus etc.	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	
Pulmonary medicine	Fiberoptic bronchoscope, pleuroscope etc.	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	
Neurology	EEG, electromyographs, transcranial doppler etc.	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	

Table 20- Administrative services

Services Provided	Requirements	Capacity	Others
Administrative	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	
Account and finance	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	
Housekeeping Services	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	

Services Provided	Requirements	Capacity	Others
Utility management	*To be provided by Healthcare Agency*	*To be provided by Healthcare Agency*	

Table 21- Indicative detailed equipment format

Services Provided	Equipment	Capacity	Maintenance period
Cardiology	ECG, TMT machine, defibrillator, ECG Monitor, ventilators, pulse oximeter, infusion pump, B.P Apparatus etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
Pulmonary medicine	Fiberoptic bronchoscope, pleuroscope etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
Neurology	EEG, electromyographs, transcranial doppler etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
Nephrology	Hemodialysis machine, colorimeter, urine dipstick etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
Emergency	Crash kit, resuscitator bag, oxygen source etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
OT	Operating table, anesthesia cart etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
ICU	Ventilator, infusion pump etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
OPD Services	Thermometer, BP Apparatus, stethoscope	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
Radiology and Imaging	Xray, CT Scan, MRI	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*
laboratory	Microscope, test tubes, bunsen burner, auto analyzers, cell counters, etc.	*To be provided by Healthcare Agency as part of DPR*	*To be provided by Healthcare Agency as part of DPR*

SCHEDULE 4 PROJECT IMPLEMENTATION PLAN

(As submitted by the Healthcare Agency as part of RFP to be included herein)

The list of activities shall be categorized under 2 Phases, i.e. Phase I and Phase II.

SCHEDULE 5 LIST OF HUMAN RESOURCES REQUIRED FOR THE PROJECT

1. Healthcare Agency shall make it a condition in its recruitment/ selection process that the personnel engaged by Healthcare Agency shall be employees of the Healthcare Agency only and they will have no connection whatsoever with Authority.
2. Healthcare Agency shall notify in all its recruitment / selection advertisements, appointment letters etc that the person would be employee of the Healthcare Agency only and would not have any relationship with CCL and would not claim any employment in CCL based on such selection.
3. The Healthcare Agency will have the adequate staff both in Phase I and Phase II for all the departments such as Cardiology, Pulmonology, Neurology, Nephrology, ICU, Emergency, OT, administration, Finance and accounts, Utility management , Pharmacy, Biomedical, Infection control, Housekeeping including cleaning and pest control, Linen and Laundry, Front office, Laboratory and diagnostic, Radiology and Imaging, Security, Food and Beverages and Purchase department including: a. Medical and Therapeutic equipment (procurement, maintenance, and replacement) and b. Estate Maintenance and Non-medical equipment (procurement, maintenance and replacement), etc.
4. The Healthcare Agency will select, recruit, and provide suitable training to all the personnel in the Hospital including Physicians, Surgeons, Paramedics, Management & Administrative team and Support staff and assign them duties.
5. The professional deployed by the Healthcare Agency need to have adequate qualifications, the candidates will seek No objection/ approval for appointment by CCL.
6. The list of minimum indicative core competencies that are needed for some of the human resources to be deployed under the Proposed Hospital Facility are provided below.

Minimum key staffing requirement-

Phase I – 100 beds

Table 22- Indicative detailed Manpower list- Phase I

S no.	Manpower -Medical	Numbers	Periodicity	Availability Confirmation and Name, Qualification of Proposed Personnel (if decided)
1	DM Cardiology	6	Full time	
2	DM Pulmonology	2	Full time	
3	DM Neurology	2	Full time	
4	DM Nephrology	3	Full time	

5	Neurosurgeon	2	Full time	
6	Cardiothoracic & Vascular Surgeon	2	Full time	
7	Medicine specialist	2	Full time	
8	Anesthetist	6	Full time	
9	Radiologist	2	Full time	
10	Pathologist	2	Full time	
11	MO	6	Full time	
S no.	**Manpower -Nurses and Paramedical**			
1	Staff nurse (general)	20	Full time	
2	Staff nurse (trained for ICU, OT, specialties)	20	Full time	
3	Para medicals (pharmacist, OT technicians, Lab technicians, Cath Lab technicians, perfusionist etc.)	30	Full time	

Phase II – 200 beds

Table 23- Indicative detailed Manpower list- Phase II

S no.	**Manpower -Medical**	**Cumulative Numbers**	**Periodicity**	**Availability Confirmation and Name, Qualification of Proposed Personnel (if decided)**
1	DM Cardiology	7	Full time	
2	DM Pulmonology	3	Full time	
3	DM Neurology	3	Full time	
4	DM Nephrology	3	Full time	
5	Cardiothoracic & Vascular Surgeon	3	Full time	
6	Neurosurgeon	3		
7	Medicine specialist	4	Full time	
8	Anesthetist	7	Full time	
9	Radiologist	3	Full time	
10	Pathologist	3	Full time	
11	MO	10	Full time	
S no.	**Manpower -Nurses and Paramedical**			
1	Staff nurse (general)	35	Full time	
2	Staff nurse (trained for	40		

S no.	Manpower -Medical	Cumulative Numbers	Periodicity	Availability Confirmation and Name, Qualification of Proposed Personnel (if decided)
	ICU, OT, specialties)			
3	Paramedical (pharmacist, OT technicians, Lab technicians, Cath Lab technicians, perfusionist etc.)	40	Full time	

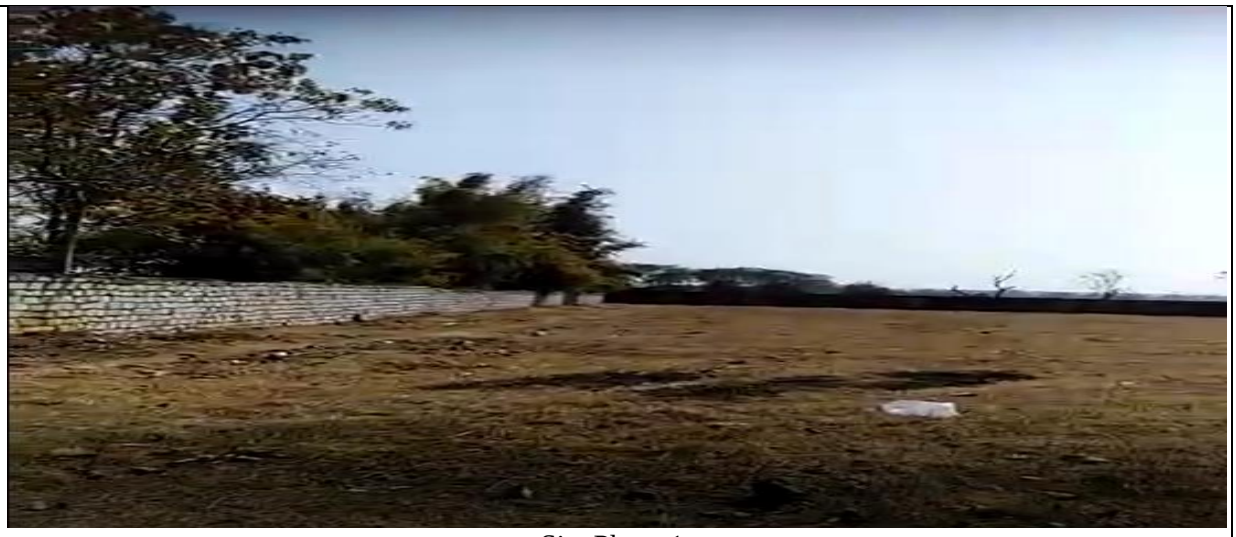
SCHEDULE 6 DETAILS OF THE PROJECT SITE-NEED FROM CCL

(To be attached by the Authority).
This Schedule will also include a copy of the Memorandum signed between the Healthcare Agency and the Authority vide – clauses

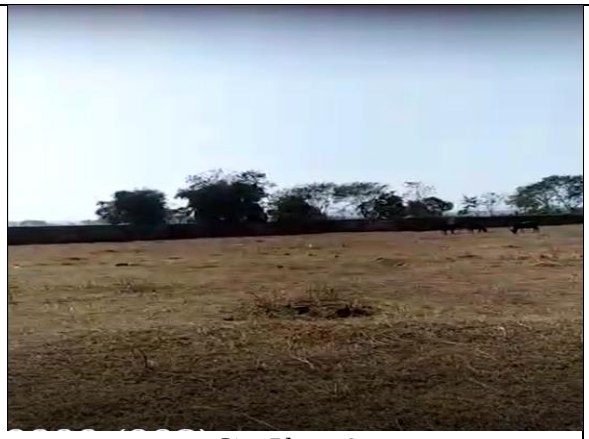
To coordinate all activities related to Phase I of the Project including but not limited to:

a. Development of comprehensive lay-out plan for optimum utilization of the plot of land required for implementation of all the envisaged phases of the Project, carved out from the available 12 Acres plot.

1. Site Layout- Map drawing
2. Site Photographs



Site Photo 1



Site Photo 2

Site Photo 3

SCHEDULE 7A COMPLETION CERTIFICATE

COMPLETION CERTIFICATE

I, [Name of the Independent Monitor[s]], acting as Independent Monitor[s], under and in accordance with the Project Agreement dated [•] (the "Agreement"), for the Project titled Construction and Operation of a super specialty Hospital in Jharkhand for [•]", hereby certify that all Tests as per Good Industry Practice have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the [•] day of [•] 20[•] .

SIGNED, SEALED AND DELIVERED
For and on behalf of INDEPENDENT MONITOR[S] by:

SCHEDULE 7B PROVISIONAL COMPLETION CERTIFICATE

PROVISIONAL COMPLETION CERTIFICATE

I, [Name of the Independent Monitor[s], acting as Independent Monitor[s], under and in accordance with the Project Agreement dated [•] (the "Agreement"), for the Project titled "Construction and Operation of a super specialty Hospital in Jharkhand [•] ", hereby certify that all Tests as per Good Industry Practice have been successfully undertaken to determine compliance of the Project with the provisions of the Agreement, and I am satisfied that the Project can be safely and reliably placed in commercial service of the Users thereof.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project have been completed, and the Project is hereby declared fit for entry into commercial operation on this the [•] day of [•] 20[•].

This Provisional Certificate is valid for only ninety (90) days from the date of issue of this Certificate within which period, the Healthcare Agency shall be obliged to undertake and satisfactorily complete the following outstanding tasks:

(Annex a list of outstanding tasks)

SIGNED, SEALED AND DELIVERED
For and on behalf of
INDEPENDENT MONITOR[S] by:

SCHEDULE 8 SERVICE QUALITY MANUAL

The Service Quality Manual shall includes guidelines related to but not be limited to the NABH Guidelines to ensure Safety and Quality of the Health care Services provided in the Hospital.

Following are indicative points related to Clinical Quality shall be included but not limited to:

1. Patient Safety- Hospital shall have a person designated for patient safety, Hospital shall have a Patient Safety Committee with representatives from medical Services, nursing, engineering, housekeeping, pharmacy and infection control that shall meet every quarter and Hospital shall train all its employees and educate Patients on patient safety issues.
2. Quality Services- Continuous Quality Improvement, Quality Improvement programs, training of staff, scheduling Mock drills, Maintaining quality indicators, standardization of procedures, conducting Clinical and nonclinical audits, Monitor the structure, processes and outcomes, collect and analyze the incidents for initiating preventive and corrective actions.
3. Infection Control- Infection Control program should cover policies on hand hygiene, isolation, occupational health, notification on infectious diseases, clinical sample collection, infection prevention, antibiotic usage and environmental hygiene in visitor areas, OTs, ICUs/ CCUs and practice settings. Infection Control program should also focus on prevention of nosocomial or Hospital acquired infections, particularly surgical wound infections, ventilator-associated infections, UTI and intravascular device related infections including control of communicable diseases
4. Service excellence- A robust feedback mechanism from Patients and capture Patient feedback from all touch points.

SCHEDULE 9 KEY PERFORMANCE INDICATORS

1. Key Performance Indicators (KPIs) shall have indicators as set forth in the Table 24 below in this Schedule.

Table 24- Key Performance Indicators

Category	Indicator	Numerator (N)	Denominator (D)	Calculation (C)	Threshold	Weightage (W)
Human Resources	Availability of Service Providers- Specialists in the Project Facility (against required)	Total number of person days of specialists present in the Project Facility	Total number of specialists to be present (as per plan) X no. of days in the month (as per plan)	(N / D) * 100	Minimum 85%	10%
	Availability of Support Staff - Nurses in the Project Facility (against required)	Total number of person days of nurses present in the Project Facility	Total number of nurses to be present (as per plan) X no. of days in the month (as per plan)	(N / D) * 100	Minimum 90%	10%
Quality of Care	Unscheduled Visits Post Discharge	Number of patients making unscheduled revisit to the Project Facility within 48 hours after discharge	Total number of discharges in the month	(N / D) * 100	Maximum 5%	10%
	Rate of Unscheduled Returns to the Operation Theatre (OT)	Number of unscheduled returns to the OT in the month	Total number of surgeries in the month	(N / D) * 100	Maximum 5%	10%
	Patient Satisfaction Levels	Number of beneficiaries with ≥85% satisfaction score from an app-based mobile survey	Total beneficiaries who responded to the app-based mobile survey	(N / D) * 100	Minimum 85%	20%
Financials	Timely Submission of Claims	NA	NA			10%

Facility Maintenance	No. of adverse observations related to adherence to rectification / remedial measures/ incidents of defaults in the quarterly O&M Inspection Report	NA	NA	NA	No adverse observations	10%
Patient Related	Percentage of Government Referred Patients and Government Insurance Scheme patients to total patients	Patients referred from government and Government Insurance Scheme patients	Total No. of Patients	N/D*100	Minimum 30%	10%
	ALOS of patients	No of Inpatient days	No of discharges and Deaths	N/D*100	3.5-4 days	5%
	Mortality rate	No. of deaths	Total No. of discharges and death	N/D*100	<2.5 %	5%

HMC will monitor the Key Performance Indicators, and for outliers, corrective actions will be taken by Healthcare Agency.

SCHEDULE 10 PROFORMA OF JOINT VENTURE AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture agreement is made on this ……..day of……..

AMONGST/BETWEEN

M/s……, having its registered Office at ……...

Represented by Shri…….(Name and Designation) of M/s ..Who has power of Attorney to enter into Joint Venture with……...and Sign all documents/ Agreements onbehalf of M/s…… (hereinafter referred to as".....")

AND

M/s……, having its registered Office at ……...

Represented by Shri……. (Name and Designation) of M/s. who has power of Attorney to enter into Joint Venture with… ..... and Sign all documents/Agreements on behalf of M/s…… (hereinafter referred to as" ").

AND

M/s……, having its registered Office at ……...

Represented by Shri……. (Name and Designation) of M/s. who has power of Attorney to enter into Joint Venture with… ..... and Sign all documents/Agreements on behalf of M/s…… (hereinafter referred to as" ").

The expressions M/s ……. and M/s……and M/s shall, wherever the context admits,
mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Parties" and individually as "Joint Venture Partner/Party".

WHEREAS M/s…….and M/s..... agreed to form a Joint Venture in order to join their forces to
obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the Project and in order to submit the Bid for the work of "…….....

…… …….. (Hereinafter referred toas "Project") under… (Name of Company (hereinafter referred to as "the principle Employer").
The Parties hereby enter into this Joint Venture Agreement (hereinafter referred to as "Joint Venture Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, undertake the following acts to the satisfaction of the Principal Employer.

a) To sign and submit Bid and participate in the aforesaid Bid Specification of the Principal Employer on behalf of the "Joint Venture Agreement".

b) To sign the Contract with the Principal Employer for and on behalf of the "Joint Venture Agreement".

c) To do any other act or submit any document related to the above.

d) To receive, accept and execute the Contract for and on behalf of the "Joint Venture Agreement"."

For the above purpose, the person(s) authorized by the Joint Venture Parties shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Joint Venture Parties,

It is clearly understood that all the Joint Venture Parties of the joint venture Agreement shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Lead Partner shall ensure performance of the Contract(s) and if one or more Joint venture Party fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Joint venture Parties.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Design Build as well as the Operations and Maintenance Period in terms of the Contract. The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorized Representatives/Lead partner quotes in the bid.

IN WITNESS THERE OF the Parties Constituting the Joint Venture as aforesaid have executed these presents on this .....day of .....under the Common Seal(s) of their Companies.

For and on behalf of the
Parties of Joint Venture

The Common Seal of the above Parties of the Joint Venture:

The Common Seal has been affixed there unto in the presence of: WITNESS

1. Signature.....
Name..... Designation.....
Occupation.....
2. Signature.....
Name.....
Designation..... Occupation.....

NOW THEREFORE, the Parties, in consideration of the mutual premises contained herein, agree as follows:

1. **FORMATION AND TERMINATION OF THE JOINT VENTURE**.

The Parties under this Agreement have decided to form a Joint Venture to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

a) The name and style of the Joint Venture shall be " ....." (hereinafter called the "Joint Venture")

b) The Head Office of the Joint Venture shall be located at…..and the site office will be

located at the site of the Project. All communication regarding the Project will be made to…… Telephone Nos…….

c) Neither of the Parties of the Joint Venture shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to any Party including the existing partner of the Joint Venture.

d) The terms of the Joint Venture shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

i) The Joint Venture fails to obtain qualification from the Employer.

ii) The Contract for the Project is not awarded to the Joint Venture.

iii) The Employer cancels the Project.

iv) The Project is completed including defects liability period to the satisfaction of the Employer and all the Parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture Agreement.

2. LEAD PARTNER.

M/s……. shall be the Lead Partner of the Joint Venture and is In-charge for performing
the contract management. M/s…..shall be attorney of the Parties duly authorized to incur li-abilities and receive instructions for and on behalf of any and all partners in the Joint Venture and also all the partners of the Joint Venture shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the pow- er of attorney annexed. All Joint Venture partners M/s……..; M/s… .....&
M/s……. nominate and authorize Shri……. (name and designation) of M/s…… to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture.

3. **REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE**.

Each constituent Party of the Joint Venture appoints the following personnel as the representative of the relevant Party with full power of attorney from the Board of Directors of the concerned company, or from the partners of the entity, or from the proprietor.

JV Partner	Name	Position in the respective Company
M/s……	……	……..
……	….	
M/s……	……	……..
…..	…..	

M/s …… …… ……..

4. **PARTICIPATION SHARE & WORK RESPONSIBILITIES**.

4.1 The Parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture shall be as follows:

M/s……. : ..... % (.....per cent)

M/s……. : ……..…..% (.....per cent) and

M/s……. : ……..…..% (.....per cent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project individually or collectively.

4.3 The Parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However, all Parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5. JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6. WORKING CAPITAL

During the execution of work/ service, the requirement of working Capital shall be met individually or collectively by the JV partners.

7. BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture except as otherwise agreed.

8. PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture will form part of the core management structure and assist in execution of the Project. The list of Personnel and equipment proposed to be engaged for the Project by each Party will be decided by the management committee.

9. NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE.

e) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any Damage arising from its default or non-fulfillment of such obligations.

f) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting Party, then the other Party shall have the right to take up work, the interest and responsibilities of the defaulting Party at the cost of the defaulting Party.

g) Stepping into the shoes of the existing partner of Joint Venture with all the liabilities of the existing partner from the beginning of the contract with the prior approval on Northern Company.

h) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture partners, Joint Venture shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

i) In case Bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture and not to the individual partners.

10. BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture in a scheduled or Nationalized Bank in India asper mutual Agreement and all payments due to the Joint Venture shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial

obligations of the Joint Venture shall be discharged through the said Joint Venture Bank Account only and also all the payments received or paid by company to the Joint Venture shall be through that account alone.

11. **LIMIT OF JOINT VENTURE ACTIVITIES**.

The Joint Venture activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12. **TAXES**

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each Party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture in connection with the Project shall be paid from the account of the Joint Venture.

13. EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other Party or Parties take part in the Bid for the said Project. Each Party further guarantee to the other Party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14. **MISCELLANEOUS**:

a. Neither Party of the Joint Venture shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture to all third Party without the Agreement of the other Party in writing.

b. Subject to the above clause, the terms and conditions of this Agreement shall be binding upon the Parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15. APPLICABLE LAW

This Agreement shall be interpreted under laws and regulations of India**.**

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day,month, year first above written.

For ……..	For……..
Signature_____	Signature _____
(Name & Address)	(Name & Address)
(Official Seal)	(Official Seal)
Place ……..	Place……..
Date ……	Date …….
Witness	Witness

Signature ……..

(Name & Address)

Signature ……

(Name & Address)