



REQUEST FOR PROPOSAL

SELECTION OF SUITABLE OPERATORS FOR OPERATION, MAINTENANCE AND MANAGEMENT OF TRIBAL WELFARE RURAL HOSPITALS IN JHARKHAND

Ref. No- TWC/MESO Hospital-01/2019

VOLUME I: INSTRUCTIONS TO BIDDER

RFP issue Date: 22th Feb, 2019

BID DUE DATE: 15th March, 2019

ISSUED BY:
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ABBREVIATIONS

Abbreviation	Full Form
BOT	Build Operate Transfer
FRU	First Referral Unit
IPD	Inpatient Department
ITB	Instruction To Bidder(s)
LoI	Letter of Intent
MESO	Micro Economic Social Organization
OPD	Out Patient Department
PPP	Public Private Partnership
RFP	Request for Proposal
TWC	Tribal Welfare Commissioner

In the interpretation of these terms, unless the context otherwise requires:

- (a) The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the other standard Bidding Documents, shall, unless the context otherwise requires, have the meaning ascribed thereto therein;
- (b) Words in the singular or plural term, as the case may be, shall also be deemed to include the plural or the singular term, respectively;
- (c) Terms "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" regardless of whether such terms are followed by phrases of like import;
- (d) For the purpose of this RFP, the terms "Bid" and "Proposal" are interchangeable and imply the same, unless repugnant to the context.

DISCLAIMER

The information contained in this Request for Proposal ("**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Tribal Welfare Commissioner, Department of Welfare, Government of Jharkhand, Ranchi (referred to as "**TWC/Authority**") is provided to interested parties 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 an invitation by TWC to interested parties who apply for operation & maintenance of the Project in response to this RFP. The purpose of this RFP Document is to provide Bidders with information that may be useful to them in the formulation of their Bid including financial offers and for no other purpose.

TWC makes no representation or warranty and shall have no liability to any person 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 herein or deemed to form part of this RFP or arising in any way from this bidding process.

TWC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that TWC is bound to select any Bidder(s) for any project. TWC reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

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

DEFINITIONS

- i) **“Annual Concession Fee”** has the meaning as set forth under Clause 1.5.12 of this RFP;
- ii) **“Applicable Approvals”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained (under Applicable Laws) from any Government (State Government and/or Central Government), and/or Statutory Authorities in connection with the performance of obligations hereunder (including undertaking the operation and maintenance of the Project) during the subsistence of the Concession Agreement;
- iii) **“Applicable Laws”** shall mean all laws, brought into force and effect by the Government of India or Government of Jharkhand including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority/Statutory Authority (including but not limited to Medical Council of India) and judgments, decrees, injunctions, writs and orders of any court, applicable to this Project and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder; as may be in force and effect during the subsistence of the Concession Agreement;
- iv) **“Appointed Date”** shall mean the date on which the Parties shall have fulfilled their respective condition precedents in terms of the Concession Agreement;
- v) **“Associate”** has the meaning as set forth in the Clause 2.20(b) of this RFP;
- vi) **“Bid”** shall mean the response to the RFP dated 22nd Feb, 2019, the Bid submitted by the Bidder on or before the Due Date of Submission;
- vii) **“Bid Due Date”** shall mean the final date for submission of Bid in accordance with the Clause 1.9 of this RFP;
- viii) **“Bidding Process”** has the meaning as set forth under Clause 1.8.1 of this RFP;
- ix) **“Bid Processing Fee”** has the meaning as set forth under Clause 1.8.4. of this RFP;
- x) **“Bidding Documents/Bid document”** shall mean this RFP including Instructions to Bidders and draft Concession Agreement;
- xi) **“Bid Evaluation Committee”** shall mean the committee constituted by TWC for this Project for evaluation of the Bids received and for selection of the Successful Bidder;
- xii) **“Bid Security”** shall mean the amount of security furnished by the Bidder in the form of an unconditional and irrevocable bank guarantee/demand draft issued by a Scheduled Commercial/Nationalized Bank in India, as particularly stipulated in Clause 2.13.2 of this RFP;
- xiii) **“Bid Validity”** has the meaning as set forth under Clause 2.12.1 of this RFP;
- xiv) **“Bidder”** shall mean and refer to a legal entity eligible to submit its Bid in terms herein; provided however that such legal entity shall (for the purposes of being qualified/eligible to validly and legally submit its Bid in terms hereof) be limited to either a company incorporated under the Companies Act, 2013 or the Companies Act, 1956, or a Trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860, and no other entity (save and except as aforesaid entities) shall be deemed as qualified to submit its Bid in terms hereof;

- xv) **“Conflict of Interest”** has the meaning as set forth in the Clause 2.1.9 of this RFP;
- xvi) **“Commercial Operations Date” or “COD”** shall mean such date, following the Appointed Date, on which Authority, in writing notifies the Concessionaire to commence operation of the Project subject to and in accordance with the terms of this Agreement;
- xvii) **“Concession”** shall mean the exclusive right, authorization and permission (same not amounting to grant of any interest/right to enjoy the whole or any part(s) of the Project Facility and/or Hospital) to undertake operation, maintenance and management of the Project Facility against consideration of Concession Fee payable to the Concessionaire during the Concession Period in terms hereof and particularly the Concession Agreement;
- xviii) **“Concessionaire”** shall mean and refer to the Successful Bidder who would undertake and implement its rights and obligations (pursuant to award of the Project in terms hereof) including without limitation the implementation of the Project in terms herein and particularly the Concession Agreement;
- xix) **“Concession Agreement”** also referred hereto as **“Agreement”** shall mean the agreement to be executed between the TWC and Concessionaire for undertaking in terms of the Concession rights granted in terms thereof;
- xx) **“Due Date of Submission”** shall mean the date for submission of Bid in accordance with the Clause 1.9 of this RFP;
- xxi) **“Eligible Units”** has the meaning as set forth in the Clause 2.2 of this RFP;
- xxii) **“Financial Bid”** has the meaning as set forth in the Clause 2.10.1B of this RFP;
- xxiii) **“Financial Capacity”** has the meaning as set forth in the Clause 2.2(d) of this RFP;
- xxiv) **“First Referral Unit” or “FRU”** shall mean a clinical facility equipped to provide round the clock services for emergency obstetric and new born care, in addition to all emergencies that any hospital of substantially similar size is ordinarily required to provide;
- xxv) **“Good Working Condition”** shall mean that the operating condition of all the medical instruments and equipment [including machineries, fittings and fixtures] installed by the Authority in the Hospital premises, in terms hereof, conforms to and is as per the specifications [including purpose] prescribed by the manufacturer of such equipment/machineries;
- xxvi) **“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in provision of clinical services and which *inter-alia* includes those practices, methods, specifications and standards of safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project;
- xxvii) **“GoI”** shall mean Government of India;
- xxviii) **“GoJ”** shall mean Government of Jharkhand;
- xxix) **“KPI or Key Performance Indicator”** shall mean the performance indicators as specifically set out for operation & maintenance of Tribal Welfare Rural Hospitals;

- xxx) **“Micro Economic Social Organization” or “MESO”** means the organization created to implement schemes under Integrated Tribal Development Programme in Tribal Sub Plan of the Tribal Welfare Department, Government of Jharkhand;
- xxxii) **“Non- Salary Components”** shall mean the Bid Variable and includes all other expenses towards other than Salary Components towards for Upgradation, operation and maintenance of the Project Facility. The same shall also be provided by the Authority to the Concessionaire along with Salary Components in terms of this RFP hereof. The Non-Salary component shall not include the cost of drugs/medicines, consumables, disposables and maintenance of medical equipment. Authority shall reimburse the cost of drugs/medicines as specified under Schedule 9 of the Concession Agreement. The cost of drugs/medicines shall be reimbursed on actual basis subject to the maximum amount of Rs. 36 lakhs per annum upon submission of supporting documents as mentioned under Schedule 6 of the Concession Agreement. The cost of consumables & disposables shall be reimbursed on actual basis subject to the maximum amount of Rs 18 lakhs per annum upon submission of supporting documents as mentioned under Schedule 6 of the Concession Agreement. The maintenance of medical equipment shall be reimbursed on actual basis upon submission of supporting documents as mentioned under Schedule 6 of the Concession Agreement.
- xxxiii) **Pre-Bid Meeting** meaning as set forth under Clause 2.14.1 of this RFP;
- xxxiiii) **“Project”** shall mean and refer to operation, maintenance and management of the Project Facility in accordance with the applicable guidelines, KPIs, the specifications and standards set out in respect thereof herein, Applicable Approvals, Good Industry Practice and Applicable Laws; as set out in terms hereof and more particularly in terms of the Concession Agreement;
- xxxv) **“Project Facility/Hospital/Tribal Welfare Rural Hospital”** shall mean and include the existing MESO hospitals and the newly constructed MESO hospitals including the buildings and other structures comprising the hospital (each of the MESO hospital is a separate Project Facility) and shall specifically include without limitation the equipment/machineries/fittings/fixtures installed therein by TWC; Concession in respect whereof shall be granted to the Concessionaire in terms hereof and particularly the Concession Agreement;
- xxxvi) **“Qualified Bidder”** shall mean the Bidders who have been qualified for opening of their Financial Bid as per the terms of this RFP;
- xxxvii) **“Salary Components”** shall mean the salary component of the Annual Concession Fee as quoted by the bidder in its Financial Bid towards meeting cost of manpower.;
- xxxviii) **“Second Round of Bidding”** has the meaning as set forth in the Clause 3.9 of this RFP;
- xxxix) **“Statutory Authority”** shall mean Government, quasi Government, administrative, judicial, public or statutory body, department, instrumentality, agency, authority, board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Concessionaire of its obligations hereunder;
- xl) **“Subject Person”** has the meaning as set forth in the Clause 2.1.9 of this RFP;
- xl) **“Successful Bidder”** shall mean the Bidder whose Bid is determined by the Authority as responsive in terms hereof and selected by the Bid Evaluation Committee (subject to and

in accordance with terms of the RFP) for award of the Concession rights for undertaking the Project in terms hereof and particularly the Concession Agreement;

- xli) **“TWC/Authority”** shall mean Tribal Welfare Secretary, Department of Welfare, Government of Jharkhand;
- xlii) **“Third Round of Bidding”** has the meaning as set forth in the Clause 3.10 of this RFP;
- xliii) **“Tie Bidders”** has the meaning as set forth in the Clause 3.8 of this RFP;

1. INTRODUCTION

1.1 Contents of this RFP

- 1.1.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Section: 1	Introduction
Section: 2	Instructions to Bidders
Section: 3	Criteria for Evaluation of Bids
Section: 4	Fraud & Corrupt Practices
Section: 5	Miscellaneous
Section: 6	Appendices

This RFP shall also include a Draft Concession Agreement.

1.2 About Tribal Welfare Commissioner

- 1.2.1 Tribal Welfare Commissioner, Department of Welfare, Government of Jharkhand (Hereinafter referred to as **TWC/Authority**), is responsible to look after the welfare of the most underprivileged sections of the society namely the Schedule Tribes, Scheduled Castes, Backward classes and Minorities and has been assigned the task of bringing all round development of these sections.
- 1.2.2 The TWC is responsible for operation, maintenance and management of various rural hospitals in association with a private partner under Micro Economic Social Organization (MESO), a unit created to implement schemes under Integrated Tribal Development Program under the Tribal Sub Plan of Central Government Plan for tribal welfare.
- 1.2.3 TWC is also responsible for modernization of administrative machinery and up-gradation of the existing Tribal Welfare Rural Hospitals to match the minimum and desirable facilities so as to make them function as First Referral Unit (FRU) and provide complete range of OPD & Inpatient Services, as expected at a functional FRU.

1.3 Overview of the project

- 1.3.1 TWC is making substantial investments in the development of the rural hospitals as FRU in the state and envisioned to encompass private sector participation in providing quality medical facility to the underprivileged class in the rural areas of the State.
- 1.3.2 In its objective to establish FRU at the rural level for underprivileged class, TWC has constructed Tribal Welfare Rural Hospitals at different locations, and now intends to select

a suitable participant for operation, maintenance and management of these Hospitals enlisted below;

Details of New Tribal Welfare Rural Hospitals

Sl No	Place	District	Number of Beds	Remarks
1	Tigra of Ratu Block	Ranchi	50	Ye to be functional
2	Dumka Sadar, Gando	Dumka	50	Ye to be functional

Both of the above-mentioned hospitals herein after individually referred to as a “**Project Facility**”.

1.3.3 TWC now wishes to select through a single stage transparent and competitive Bidding Process, an eligible and qualified operator(s) for award of the Project.

1.3.4 The Project will be subject to but not limited to the following statutes/ rules/ guidelines:

- Drugs & Cosmetic Act 1940, with rules 1945;
- The Drugs (Control) Act, 1950
- The Drugs (Prices Control Order -2013;
- New Drug Policy 1994;
- Indian Medicine Central Council Act, 1970;
- The Pharmacy Act, 1948;
- Mental health Act, 1987 with Central Health Authority Rules, 1990;
- The Medical termination of Pregnancy Act, 1971 with rules, 1975;
- PNDT Act (regulation & prevention of misuse) Act, 1994 with rules, 1996;
- Biomedical Waste (management & handling) rules, 1998;
- Atomic Energy Act, 1962;
- Radiation Protection Rules, 1971;
- Radiation Surveillance Procedure for Medical Application of Radiation, 1980;
- Consumer Protection Act, 1986 and subsequent amendment, 2002;
- Consumer Protection rules, 1987;
- Right to Information Act, 2005;
- Drugs & Cosmetics (2nd Amendments) Rules, 1999;
- National Blood Policy, 2002;

1.4 Objective of the Project

1.4.1 The objective of the Project is to provide free of cost quality health care to the underprivileged, especially tribal population.

1.4.2 The Project aims at developing Tribal Welfare Rural Hospitals as First Referral Unit (FRU) in the state.

1.4.3 The Authority targets at bringing in private sector efficiency for operation and management facilities as per Good Industry Practices.

1.5 Scope of the Project

1.5.1 TWC intends to select a suitable operator for both the Tribal Welfare Rural Hospital through transparent and competitive Bidding Process.

1.5.2 The Bidder is responsible for operation, maintenance & management of the Project Facility

and provide services (without charging any fee from users/patients) without any break in the continuity of clinical services for a concession period of 5 (five) years commencing from the COD (the “**Concession Period**”).

- 1.5.3 TWC may in its sole discretion, subject always to the Concessionaire not being (during the Concession Period) in any material default of its obligations hereunder and particularly the Concession Agreement, consider granting another Concession term the Concessionaire on such terms as Authority would then deem appropriate.
- 1.5.4 Notwithstanding anything to the contrary contained herein such renewal shall always be subject to the condition that TWC shall not have decided to close the Project Facility to serve larger public good or the Project Facility has not been reduced to non-operational condition owing to Force Majeure or other events beyond Authority’s and/or Concessionaire’s reasonable control.
- 1.5.5 The Bidder will provide, without levying, collecting and appropriating any user fee from users/patients, medical and clinical services as specified under Schedule 2 of the Concession Agreement (the “**Healthcare Services**”):
- 1.5.6 The Concessionaire shall deploy minimum clinical and non-clinical staffs for both the facility at its own cost and expenses as per the Concession Agreement.
- 1.5.7 TWC shall in terms hereof and more particularly the Concession Agreement, procure, medical equipment and furniture for Project facility(s) as per the provision of the Concession Agreement.
- 1.5.8 TWC would carry out continuous Medical, Inventory & Accounts Audit of all the Tribal Welfare Rural Hospitals along with Financial and Accounting Audits at least twice every year for each of the Project Facilities to ensure that only necessary diagnostic procedures are recommended by OPD and there is no over medication & diagnostic procedures.
- 1.5.9 The Concessionaire shall ensure that the medical and non-medical personnel appointed/engaged have the minimum qualification and experience as prescribed in the Concession Agreement.
- 1.5.10 The Concessionaire shall maintain from its own resources an IT-based Hospital Management Information System (HMIS) developed by TWC as per the provisions of the Concession Agreement.
- 1.5.11 The Concessionaire shall be responsible for the maintenance of all movable and immovable assets of the Project Facility in Good Working Condition and abide by the existing policies of the Government and applicable laws and applicable approvals.
- 1.5.12 Annual Concession Fee: The Authority shall pay to the Concessionaire, in respect of Tribal Welfare Rural Hospitals, annual concession fee as quoted (the “**Annual Concession Fee**”) for Upgradation, Operation, Maintenance and Management of the Project Facility, in equated quarterly installments, each such equated quarterly installment being payable within thirty days from the expiry of the relevant period. The Annual Concession Fee shall be increased based on the yearly performance assessment as per provision of Schedule 11 of the Concession Agreement during the Concession Period. For avoidance of doubt that there will be no other payments payable by the Authority to the Concessionaire apart from the Annual Concession Fee towards Upgradation, Operation, Maintenance and

Management of the Project Facility.

- (a) The Annual Concession Fee mentioned above shall be exclusive of the applicable taxes and duties which shall be payable as per applicable laws over and above the same.
- (b) In the event of non-performance / non-observance / breach of the KPIs by the Concessionaire, the Authority shall levy and Concessionaire shall be obligated to pay to Authority liquidity damage in the manner and at the rate as particularly set out in the Concession Agreement. In this regard, it is stated that, such liquidity damage shall be recoverable from the Annual Concession Fee payable to the Concession in terms hereof.
- (c) Further, the Concessionaire shall not be barred from getting other grant or funding under various schemes of GoJ or GoI, if the Concessionaire manages to get the same on its own.

1.6 The Concessionaire can register/empanel itself for providing healthcare services under various health insurance schemes of Government of Jharkhand. The amount received by the Concessionaire for providing such healthcare services under Government health insurance schemes shall be adjusted in the Annual Concession Fees payable by TWC. The Concessionaire shall submit to TWC, quarterly statement of receipts from Government health insurance schemes duly certified by Chartered Accountant.

1.7 General Terms

- 1.7.1 The Authority invites sealed Bids comprising Technical Bid (hereinafter defined) and Financial Bid from interested Bidders for selection of Successful Bidder for award of the Project.
- 1.7.2 A Bidder shall be entitled to submit its Bid for both the Project Facility. But the bidder will be eligible for award of only one Hospitals. If a bidder is awarded one project facility, his financial bid for other project facility will not be opened. The Successful Bidder, in the event of award of the Project(s) in terms hereof, shall be handed over the possession in respect of the Project Facility(s), by way of preparation and signing of written memorandum detailing the inventory of assets upon execution of Concession Agreement(s) and in terms thereof. Upon award of Project(s) in terms hereof, the Successful Bidder shall, during the Concession Period delineate and maintain, in respect of such Project, a separate segregated account in its books of accounts in respect of implementation of the Project in terms hereof and particularly the Concession Agreement executed in respect thereof. All capital and/or revenue transactions including the expenses and receipt of Annual Concession Fee shall be maintained through this separate account by the Concessionaire.
- 1.7.3 The Bidder shall be required to prepare separate financial bids in the format under **APPENDIX X** (hereinafter referred as “**Financial Bid**”), for both the Project Facilities in which the Bidder intends to bid.
- 1.7.4 The selection of the Successful Bidder for any of the Project Facility shall be on the basis of evaluation methodology described in Clause 3.1 of this RFP.
- 1.7.5 The Draft Concession Agreement to be entered into between TWC and the Successful Bidder, in respect of each Project Facility, is enclosed as a part of the Bidding Document.
- 1.7.6 The statements and explanations contained in this RFP are intended to provide a proper

understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concessionaire 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 the Authority.

- 1.7.7 The Concessionaire shall operate, maintain and manage the Project Facility(s) and provide healthcare services in line with the provisions of the Concession Agreement. The Authority shall provide the Concessionaire the Project Facility along with all movable & immovable property thereon in the manner and within the period specified in the Concession Agreement.

1.8 Brief description of the Bidding Process

- 1.8.1 TWC invites Technical Bids and Financial Bids through e-procurement as described under Clause 2.16 of this RFP from interested Bidders for selection of Successful Bidders to undertake operation and maintenance of both the Project Facility. The Authority has adopted a single-stage 2 (two) envelope process (referred to as the “**Bidding Process**”) for selection of the Successful Bidders for undertaking the Project in terms hereof. In the first stage, a technical evaluation will be carried out as specified in Section 3. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.5. In the second stage, a financial evaluation will be carried out as specified in Clause 3.6.
- 1.8.2 The Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority. All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in Clause 1.9 of this RFP for submission of Bids on or before the Bid Due Date.
- 1.8.3 The Bid Documents can be downloaded from the web site <http://jharkhandtenders.gov.in/www.jharkhand.gov.in/tenders>
- 1.8.4 The Bidder shall pay a non-refundable amount equivalent to Rs 10,000/- (Rs. Ten Thousand only) to the Authority by way of a demand draft in favour of **Tribal Welfare Commissioner payable at Ranchi** drawn on a Scheduled Commercial Bank, and payable at Ranchi. In case of failure on part of such a Bidder to do so, its Bid shall be summarily rejected.
- 1.8.5 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date.
- 1.8.6 A Bidder is required to deposit, along with its Bid, a Bid Security equivalent to an amount of Rs. 3 lakh irrespective of number of projects bid for. The Bid Security shall be refundable to unsuccessful Bidders not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder who's Bid Security shall be retained till the COD. Bidders will provide Bid Security in the form of a demand draft/Bank Guarantee drawn on any Scheduled Commercial Bank of India, as more particularly provided under Clause 2.13 acceptable to the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.8.7 The selection process is elaborated in this RFP.
- 1.8.8 The Successful Bidder shall operate & maintain and manage the Project Facility(s). A Concession Agreement will be entered between the Authority and the Concessionaire for undertaking the Project. The Bidding Documents includes the Draft Concession Agreement for the Project. Subject to the provisions hereof, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. The provisions/amendments stated in the addenda shall take precedence over the provisions of the RFP Document, in case there is a conflict.
- 1.8.9 Any award of Concession pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.
- 1.8.10 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officers designated in Clause 2.10.2. The envelopes/ communication shall clearly bear the following identification/ title:
“Queries/Request for Additional Information: RFP for “, Operation, Maintenance and Management of Tribal Welfare Rural Hospital at..... (Insert the location/s)”.
- 1.8.11 At any point in time prior to the signing of the Concession Agreement with the Selected Bidder the Authority can cancel the Bidding Process for a Project Facility (ies) without giving any reason whatsoever. The Bid Security of a Bidder shall be returned if Authority cancels the Bidding Process for all Project Facilities applied by such Bidder. In such case the Bid Security shall be returned within 2 months from the date of such cancellation.

1.9 Schedule of Bidding Process

TWC shall endeavor to adhere to the following bidding schedule:

S No	Event Description	Date
1	Availability of RFP for downloading from the website http://jharkhandtenders.gov.in/ www.jharkhand.gov.in	22 nd Feb 2019
2	Last date for receiving queries	27 th Feb 2019 , 4 P.M
3	Pre Bid Meeting	01 st March, 12 PM
4	TWC 's response to queries latest by	05 th March, 4 PM
5	Date for submission of original cost of Bid Document and Bid Security	On or before 15 th March 2019, 4 PM
6	Bid Due Date	15 th March 2019, 4 PM
7	Opening of Technical Bids	18 th March 2019, 3 PM
8	Opening of Financial Bids	To be intimated later
9	Date for issuance of Letter of Intent (LoI)	To be intimated later
10	Date for signing of Agreement	To be intimated later

The above schedule is tentative. Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Further Authority reserves the right to hold, in its sole and absolute discretion, more than one Pre-Bid Meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

2. INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 A Bidder is eligible to submit Bid for more than one Project Facilities. However, it shall only be eligible to get one Project only. The Authority decision in the matters of allocation will be final and binding on the Bidders. In case Bidder intends to apply for more than one Project Facility, it shall submit one Technical Bid clearly indicating the Project Facilities applied for as per **APPENDIX II**. Also the Bidders have to submit separate Financial Bids for both the Project Facilities bidding for in the Financial Bid format under **APPENDIX X**.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the Draft Concession Agreement shall have overriding effect and shall prevail over the terms of this RFP, to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Concession Agreement.
- 2.1.3 The Financial Bid shall be furnished in the format at **APPENDIX X**. In the event of any mismatch between figure and word, the amount indicated in word shall be taken into account.
- 2.1.4 The Bidder shall submit a copy of the RFP document, along with any amendments, duly stamped and signed by its authorized signatory and shall enclose the same with the Technical Bid. The Bidder shall submit a notarized power of attorney as per the format at **APPENDIX VII**, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.5 Any entity which has been barred from participating in any project by the Central / State Government, or any entity controlled by it, and the bar subsists as on the date of Bidding, it would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform under any contract, as evidenced by imposition of a penalty by a arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 2.1.6 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.8 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. 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 provisions of this Clause 2.1.7 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.

2.1.9 A Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or / and the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Bidder, its Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013 / Section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.8 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to Authority in the preparation of any

documents, design or technical specifications of the Project.

2.1.10 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to the Project during the Bidding Process or subsequent to the (i) issue of the LoI or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Concessionaire, as the case may be, after issue of the LoI or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoI or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security, which the Authority may have there under or otherwise, the LoI or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder /Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Commercial Operations Date of the Project.

2.1.11 This RFP is non- transferable.

2.1.12 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

- (a) The Bidders shall be either a company incorporated under the Companies Act, 2013 or the Companies Act, 1956, or a Trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860, and no other entity (save and except as aforesaid entities) shall be deemed as qualified to submit its Bid in terms hereof.
- (b) Bidder shall be a single entity. Consortium of entities shall not be allowed to submit its Bid for any of the Project Facility, and in the event of breach of such prohibition the same shall not be considered for the purposes hereof.
- (c) The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest is liable to be disqualified at any stage.
- (d) To be eligible for qualification, the Bidder shall fulfill the following conditions of eligibility:

Technical Capacity

- (a) The Applicant should, as on Bid Due Date, have continuous experience of at least last 3 years in operation, maintenance and management of healthcare services of a Government Hospital/Health Center or Private hospital/Nursing home having at least **30 beds (referred to as the “Eligible Units”)** and which shall be operational as on the due date of submission of this bid. For the sake of clarification, operation, maintenance and management of Government Hospital means, hospitals awarded by Government to a Private Entity for operation, maintenance and management.

- (b) In case the Bidder has multiple Eligible Units operational in a single territory, the units shall be considered only if the Eligible Units are operational as two independent business units.

Financial Capacity:

The Bidder shall have a minimum Average Annual Turnover of Rs. 4.00 Crore (the “**Financial Capacity**”) from healthcare operations in last 3 financial years.

Note:

- a) A Bidder may use the credentials of its Associates for the purposes of qualification under this RFP, provided however that Bidder shall ensure that such Associate of Bidder continue to remain its Associate through the Concession Period.
- b) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 2.2.1 In case of Society / Trust, certificate of annual Turnover certified by a practicing Chartered Accountant must be submitted along with the Bid(s). In case of Company, certificate of annual Turnover certified by the Statutory Auditor must be submitted along with the Bid(s). **Turnover** shall mean:
- i. In case of a **Society/Trust**: the income related to health related activities of the Society/Trust i.e., grants/donations/related services/interest etc. as provided in income and expenditure account of the entity.
- ii. In case of a **Company**: gross sales or gross revenue from health related activities, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India (ICAI).
- 2.2.2 **Litigation History:** The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A history of award(s) against the Bidder will result in rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection / disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.
- 2.2.3 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request.
- 2.2.4 The Bidders shall enclose with its Bid, as part of Technical Bid, details of Technical Capacity as per the format at **APPENDIX VI** along with the following:
- a. If the project is owned project, a certificate by Chartered Accountant (in case Bidder is a Society/Trust) or Statutory Auditor (in case Bidder is a Company) certifying the Technical Capacity.

- b. If the project is not owned project, the contract document/ completion certificate (if completed)/ client certificate in support of the Technical Capacity.

2.2.5 The following conditions shall be adhered while submitting the Bid:

- (a) Bidders shall attach clearly marked and referenced continuation sheets in the event the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder must apply to the Bidder unless not specifically requested, to other associated companies or firms.

2.3 Bid and other costs

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

2.4 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project Site (as defined in the Draft Concession Agreement attached) / Project Facility.

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

- a. made visit to the Project Facility and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state;
- b. made a complete and careful examination of the Bid Document including Draft Concession Agreement;
- c. received all relevant information requested from TWC;
- d. accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of TWC relating to any of the matters referred to in Clause 2.5 above; and
- e. Satisfied itself about all matters, things and information including matters referred to in Clause 2.4 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 there under.

2.4.2 TWC 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 Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by TWC.

2.5 Appendices to this RFP

2.5.1 The following are the appendices attached as a part of this RFP:

Appendix I	: Checklist
Appendix II	: Letter Comprising the Bid
Appendix III	: Details of Bidder
Appendix IV	: Technical Capacity of Bidder
Appendix V	: Financial Capacity of the Bidder
Appendix VI	: Statement of Legal Capacity
Appendix VII	: Power of Attorney for signing of Bid

Appendix VIII	:	Litigation History
Appendix IX	:	Format for Bid Security
Appendix X	:	Format for Financial Bid
Appendix XI	:	Manpower Requirement
Appendix XII	:	Annual Concession Fee

2.6 Clarifications

- 2.6.1 Bidders requiring any clarification on the RFP may notify TWC in writing or by fax or e-mail specified under Clause 2.10.2 of this RFP. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.9. TWC shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. TWC shall post responses to all the queries received on <http://jharkhandtenders.gov.in> in the relevant section.
- 2.6.2 TWC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, TWC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring TWC to respond to any question or to provide any clarification. TWC shall not take any responsibility for postal or any other delay in response.
- 2.6.3 TWC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by TWC shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on TWC.

2.7 Amendment of RFP

- 2.7.1 At any time prior to the deadline for submission of RFP, 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.
- 2.7.2 Any Addendum thus issued will be uploaded on <http://jharkhandtenders.gov.in>.
- 2.7.3 In order to afford the Bidders, a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

2.8 Right to accept and to 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 thereof.
- 2.8.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) Invite the remaining Bidders to submit Bids; or
 - ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
 - (c) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - (d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (e) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (f) In the case of Selected Bidder, if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LoI;
 - (ii) to sign the Concession Agreement; or
 - (g) For any other reasons provided elsewhere in this RFP.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Successful Bidder has made misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Intent (referred as “LoI”) or entering into of the Concession Agreement, and if the Bidder has already been issued the LoI or has entered into the Concession 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 Successful Bidder, without the Authority being liable in any manner whatsoever to the Successful Bidder, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.8.4 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 nor will it affect any rights of the Authority there under.

B. PREPARATION AND SUBMISSION OF BID

2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Documents comprising the Bid

2.10.1 The Bids shall be submitted in two parts which comprise the following documents:

A. Technical Bid (referred to as the “Technical Bid”): The Bidder shall prepare the Technical Bid in the formats specified at Appendices and submit as per the provisions under Clause 2.16 of this RFP.

- i) Checklist as described in APPENDIX I
- ii) Letter comprising the Bid in the form and manner as described in APPENDIX II
- iii) Details of the Bidder in the form and manner as described in APPENDIX III
- iv) Technical Capacity of the Bidder in the form and manner as described in APPENDIX IV
- v) Financial Capacity of the Bidder in the form and manner as described in APPENDIX V
- vi) In case of Society / Trust, certificate of Turnover certified by a practicing Chartered Accountant must be submitted along with the Bid(s). In case of Company, certificate of Turnover certified by the Statutory Auditor must be submitted along with the Bid(s).
- vii) Statement of Legal Capacity of the Bidder in the form and manner as described in APPENDIX VI.
- viii) Notarized Power of Attorney authorize the signatory of the Bid to commit the Bidder in accordance with Sub-Clause 2.1.4 and in the format as specified in APPENDIX VII
- ix) Bidder should submit for verification the extract of the charter documents and documents such as a 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.
- x) Litigation History as described in APPENDIX VIII
- xi) Bid Security for an amount as specified in the form specified in APPENDIX IX.
- xii) Other material / information required to be submitted are:
 - a. Audited report of the balance sheet of the last three financial years of the Bidder.
 - b. A copy of this RFP and Draft Concession Agreement (along with addendum issued by TWC, if any) duly initialled on each page by the authorized signatory of the Bidder. The Bid Document shall also have the Bidder’s stamp on each page along with initials of the authorized representative of the Bidder.

B. Financial / Price Bid: The Bidder shall prepare the Financial / Price Bid in the format specified at Appendix-X (referred to as the “Financial Bid”) and submit as per the provisions under Clause 2.16 of this RFP.

2.10.2 The queries and original cost of Bid Document and Bid Security shall be submitted to:

**Tribal Welfare Commissioner,
Department of Welfare, Government of Jharkhand**

**Room No. 303,
Project Building, Dhurwa
Ranchi- 834004,
Jharkhand
Tel No. +91 651 2400765
Fax: +91 651 2446764
Email: tw-com-jhr@nic.in**

2.11 Financial Bid / Price Bid

For both the Project Facility applied for, the Bidder shall submit separate Financial Bids quoting the Annual Concession Fee, comprising Salary Component, Non-Salary Component (excluding maintenance of medical equipment & furniture and cost of medicines/drugs, consumables, disposables as per the provisions under Concession Agreement) and Management Cost (10% of the Salary and Non-Salary component together), it requires from the Authority for first year of operation for each Project Facility in the format given at **APPENDIX X**. The maximum amount of Annual Concession Fee for each Project Facility is **Rs 2,00,000,00/- (Rs Two Crore only)** for the first year of operation. Bidder are directed to quote subject to this maximum amount. Any quote more than this maximum amount shall be rejected and will not be considered for evaluation. The Bidder shall require to provide a break up of Salary component and Non-Salary component as per the format under Annexure A to the Financial Bid. The Annual Concession Fee shall be increased based on the yearly performance assessment as per provision of SCHEDULE 11 of the Concession Agreement during the Concession Period.

2.12 Bid Validity

- 2.12.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the “**Bid Validity Period**”) specified in Clause 2.19. A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.
- 2.12.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by fax or email. A Bidder may refuse such request for extension of Bid Validity Period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its Bid but will be required to extend the validity of its Bid Security for the period of the extended Bid Validity Period, in compliance with Clause 2.13 of this RFP in all respects.

2.13 Bid Security

- 2.13.1 The Bidders need to submit the Bid Security along with Technical Bid as APPENDIX IX given in this RFP
- 2.13.2 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to the amount as mentioned under Clause 1.8.6 which shall be valid for a minimum period of 180 (One Hundred and Eighty) days from the Bid Due Date, in the form of a demand draft/Bank Guarantee (as per format attached at Appendix IX) issued by a Scheduled Commercial /Nationalized Bank in India having a branch in Ranchi, in favour of “**Tribal Welfare Commissioner, Ranchi, Department of Welfare, Government of Jharkhand**”, payable/ enforceable at Ranchi (“**Bid Security**”) and refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the Successful

Bidder whose Bid Security shall be retained till the COD.

- 2.13.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.13.4 The Bid Security of unsuccessful Bidders, except the Bidder (H2) next to the Successful Bidder (H1), will be returned promptly without any interest, but not later than 60 days after the expiration of the Bid Validity Period, or within 15 (fifteen) days of issue of LoI to the Successful Bidder, whichever is earlier. The Bid Security of H2 will be returned within 15 (fifteen) days of signing of Concession Agreement with the Concessionaire.
- 2.13.5 The Bid Security of the Successful Bidder will be returned within one week of the COD.
- 2.13.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
 - c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.23 hereof;
 - e) In case the Successful Bidder fails within the specified time limit to:
 - i. Sign and return the duplicate copy of LoI;
 - ii. Sign the Concession Agreement;
 - f) any other conditions, with respect to the Bidder as well as the Successful Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.14 Pre- Bid Meeting

- 2.14.1 The official representatives of the Bidders are invited to attend a pre-bid meeting (referred as the “**Pre-Bid Meeting**”) which will take place in the office of TWC, Ranchi, or at a place notified prior to the meeting, as per Schedule mentioned in Clause 1.9.
- 2.14.2 The purpose of the Pre-Bid Meeting will be to clarify issues and to answer questions in respect of the Project that may be raised at that stage.
- 2.14.3 The Bidder is requested to submit questions in writing or by e-mail/fax, to reach the Authority at least 3 days prior to the Pre-Bid Meeting.
- 2.14.4 Minutes of the Pre-Bid Meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, may be transmitted without delay to all the Bidders. Any modification of the Bidding Documents listed in Clause 2.5 which may be considered necessary as a result of the Pre-Bid Meeting shall be made by TWC exclusively through the issue of an Addendum pursuant to Clause 2.7 and not through

the minutes of the Pre-Bid Meeting.

2.14.5 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

2.15 Format and Signing of Bid

2.15.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clause 2.1.4.

2.15.2 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

C. SUBMISSION OF BID

2.16 Submission of Bids

2.16.1 TWC shall publish separate notification for both the Tribal Welfare Rural Hospital listed under Clause 2.21.1 of this RFP. The Bidder intending to apply for more than one Tribal Welfare Rural Hospital, shall submit separate Bids (Technical Bid and Financial Bid) against the respective notifications.

2.16.2 Bid document (RFP) can be downloaded from <http://jharkhandtenders.gov.in>.

2.16.3 The Bids shall be submitted online with Digital Signature on the website of <http://jharkhandtenders.gov.in>. No physical submission of Bids is permitted.

2.16.4 Bidders in order to participate in the Bidding Process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned DSC from any approved vendors. Bidders who already possess valid DSC, need not procure new DSC.

2.16.5 The Bidders shall upload the scanned copy of the Bid in PDF format. Each page of the Bid shall be signed by the authorized signatory.

2.16.6 Original cost of Bid Document and Bid Security shall be submitted at the address mentioned under Clause 2.10.2 on the date mentioned under Clause 1.9. Copy of the cost of Bid Document and Bid Security shall be uploaded along with the Bid. Failure to submit the original cost of Bid Document and Bid Security by the stipulated date shall make the Bidder disqualified.

2.16.7 The Technical Bid shall contain the Bid in the prescribed format in the RFP document and supporting documents as required. The Technical Bid shall be uploaded in PDF format under Technical Bid folder.

2.16.8 The Financial Bid shall contain the price bid in the prescribed format of **APPENDIX X** and uploaded in PDF format under Financial Bid folder. Bidder shall submit separate Financial Bids, for each Tribal Welfare Rural Hospitals applied, against respective notifications.

2.16.9 Uploaded document shall be verified by TWC with the originals before signing of Concession Agreement. The successful Bidder has to submit the originals of Technical and Financial Bids as uploaded upon receipt of such letter requesting the same from TWC.

2.16.10 The Technical Bid and Financial Bid(s) shall be typed or written in indelible ink and signed

by the authorized signatory of the Bidder. All pages of Technical Bid and Financial Bid(s) must be initialed by the authorized signatory in favour of whom the power of attorney for signing of bid has been issued.

2.16.11 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets and only information that is directly relevant should be provided. This may include scanned copies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.17 Deadline for Submission of Bids (Bid Due Date)

2.17.1 Bids must be submitted online on or before the Bid Due Date as specified in Clause 1.9.

2.17.2 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.

2.17.3 In the event of specified date of the Bid Due Date being declared a holiday for TWC, the deadline for submission of Bid shall be the next working day.

2.18 Withdrawal of Bid

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

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

D. BID OPENING AND EVALUATION

2.19 Opening of Technical Bid

2.19.1 The Authority will open the Bids submitted online. The Technical Bid shall be opened first.

2.19.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.18 shall not be opened and shall be returned.

2.19.3 Bidder's names, the presence/or absence of Bid Security and Bid Processing Fee, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.

2.19.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.19.5 The Financial Bids shall not be opened at this stage.

2.20 Evaluation of Technical Bid

2.20.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security and Bid Processing Fee.

2.20.2 If the Bid Security and/ or Bid Processing Fee furnished does not conform to the amount and validity period as specified in this RFP and has not been furnished in the form specified in Clause 2.13 and Clause 1.8.4, the Bid shall be rejected by the Authority as non -

responsive.

- 2.20.3 Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.
- 2.20.4 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria, has the required available financial capabilities, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP Documents and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.25.
- 2.20.5 If the Technical Bid is not substantially responsive, it will be rejected by the Authority and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 2.20.6 After the technical evaluation, the Authority shall prepare a list of shortlisted Bidders in terms of Clause 3.5 for opening of their Financial Bid. A date, time and venue will be notified to all Bidders for announcing the result of opening and evaluation of Financial Bids. Before opening of the Financial Bids, the list of pre-qualified and shortlisted Bidders along with their technical score will be read out. Bidders are advised that Selection Process will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given
- 2.20.7 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.

2.21 Opening of Financial Bids

- 2.21.1 Authority shall open the Financial Bids Hospital wise. The Financial Bids shall be opened in the following Project Facility wise sequence:
1. Tribal Welfare Rural Hospital at Ratu in Ranchi district
 2. Tribal Welfare Rural Hospital at Gando in Dumka district
- 2.21.2 The Authority will open the Financial Bid of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with Clause 2.20 and have been evaluated in terms of section 3 of this RFP and determined to fulfill the qualification criteria as detailed out in Clause 2.19, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the Financial Bids shall be opened at the appointed time and location on the next working day.
- 2.21.3 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid. Any Bid Price, which is not read out and recorded at the Bid opening, will not be taken into account in Bid Evaluation.
- 2.21.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing

their attendance.

2.21.5 The Financial Bids of the Bidders whose, Technical Bids are determined to be non-responsive or not substantially responsive pursuant to terms hereof will be returned unopened to the Bidders.

2.22 Evaluation of Financial Bids

2.22.1 TWC will determine responsiveness of each Financial Bid with respect to price quoted.

2.22.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, TWC's rights or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Financial Bids.

2.22.3 If the Financial Bid is not substantially responsive, it will be rejected by TWC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.23 Correction of Errors

2.23.1 Financial Bids determined to be substantially responsive will be checked by TWC for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

i) Where there is a discrepancy between the amounts quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

2.23.2 The amount stated in the Financial Bid will be adjusted by TWC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.13.

2.24 Evaluation and Comparison of Financial Bids

2.24.1 TWC will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.24.

2.24.2 The Financial Bid will be evaluated as per the procedure mentioned under Section 3

2.25 Clarification of Bids

2.25.1 To assist in the examination, evaluation and comparison of Bids, TWC may, at its discretion, ask any Bidder for authentication and the correctness of the information or details furnished by the Bidder in its Bid. Such request by TWC and the response by Bidder shall be in writing or by fax, email, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by TWC in the evaluation of the Bids in accordance with Clause 2.25.

2.25.2 Subject to Sub Clause 2.25.1, no Bidders shall contact TWC on any matter relating to its Bid from the time of Bid opening to the time contract is awarded.

2.25.3 Any effort by the Bidder to influence TWC in the Bid evaluation, Bid comparison or contract

award decisions may result in the rejection of such Bid.

2.26 Process to be Confidential

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

E. AWARD OF CONTRACT

2.27 Award Criteria

2.27.1 The Bidder shall be awarded marks based on the evaluation of their Technical and Financial Bid. Post marking, the Bids will finally be ranked according to their combined technical and financial scores / marks as specified in Clause 3.7. The first ranked Bidder shall be generally declared as Successful Bidder while the second ranked applicant will be kept in reserve in terms hereof.

2.27.2 A Bidder is eligible to get only one Project Facilities. In case a Bidder has applied for more than one Project Facilities and selected as Successful Bidder for one Project Facilities for which the Financial Bids was opened first, such Bidder's Financial Bid shall not be opened for the second Project Facilities. Decision of Authority in this regard shall be final and binding on all Bidders.

2.27.3 Authority's Right to accept any Bid and Reject any or all Bids.

2.27.4 Notwithstanding anything contained in Clause 2.27 above, TWC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the TWC's action.

2.28 Letter of Intent

2.28.1 After selection, a Letter of Intent (the "LoI") shall be issued along with one duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LoI, and the Authority may initiate the Bidding Process again for the other qualified Bidders or may annul the Bidding Process and take steps to start a fresh Bidding Process.

2.28.2 After acknowledgement of the LoI as aforesaid by the Successful Bidder, TWC shall cause the Successful Bidder to execute the Concession Agreement within the period as prescribed in the LoI. The Successful Bidder shall not be entitled to seek any deviation, modification

or amendment in the Concession Agreement.

2.29 Signing of Agreement

- 2.29.1 The Successful Bidder shall sign Concession Agreement with the Authority within 30 days of issue of letter of Intent (LoI) by TWC.
- 2.29.2 If the Successful Bidder fails to sign the Concession Agreement with the Authority, the Bid Security of the Successful Bidder shall be forfeited. In that event, the Authority may, subject to terms hereof, award the Project to the next successful Bidder (H2) selected in accordance with clause 3.9 & 3.10 hereof.
- 2.29.3 In case of H2 Bidder has already been awarded one Project Facilities. TWC may considering awarding another Project Facilities to H2 Bidder. In no case one Bidder shall be awarded more than one Project Facilities

2.30 Concession Period

- 2.30.1 The Concession Period shall be the period of 5 (five) years commencing from the COD. The Authority may in its sole discretion, subject always to the Concessionaire not being in any material default of its obligations hereunder and particularly the Concession Agreement during the Concession Period, consider granting another Concession term to the Concessionaire on such terms as Authority would then deem appropriate.
- 2.30.2 Upon expiry of the Concession Period, the Concessionaire shall vacate the Hospital (Project Facility) and hand over its full and peaceful possession to the Authority along with all the assets either created by the Authority or the Concessionaire for or under the Project Facility.
- 2.30.3 Also, such assets with regard to the Project Facility shall be transferred by the Concessionaire to the Authority free of any encumbrances, without any liabilities, lien, charge and/ or mortgage.

3. CRITERIA FOR BID EVALUATION OF BIDDERS

3.1 Qualification Criteria

3.1.1 The Bidder shall be required to fulfil the minimum technical qualification criteria as set out in terms of Clause 2.2 for qualifying for further evaluation of its Bid in terms herein.

3.2 Evaluation Parameters

Only those Bidders who meet the eligibility criteria specified in Clauses 2.2 above shall qualify for evaluation under this section. Bids which do not meet these criteria shall be rejected.

3.3 Evaluation of Technical Bid

In the first stage, the Technical Bid will be evaluated on the basis of Bidder's experience i.e. Technical Capability and Financial Capability. Only those Bidders who possess the minimum qualification in terms of Clause 2.2 shall qualify for further consideration, and shall be awarded Technical Score on the basis of parameter set out in the Clause 3.5.

3.4 Maximum Scores/Marks

The Technical and Financial Bid shall have 100 marks each. Bidders will be given marks on their Technical and Financial Bid as per the evaluation methodology given in Clause 3.5 and 3.6.

3.5 Scoring Criteria

3.5.1. The scoring criteria to be used for evaluation of Technical Bid shall be as follows. Total Marks allotted is 100.

- a. Number of Eligible Units: Previous Experience of the Bidder in Operation and Management (O&M) of Eligible Units – Maximum Marks to be allotted is 25.

Number of Eligible Units	Relative marks
5 or more	25
2 to 4	20
1	15

- b. Number of cumulative Beds in Eligible Units: – Maximum marks to be allotted is 20

Number of cumulative beds	Relative marks
>100 beds	20
>50 beds ≤100 beds	15
≥ 30 beds ≤ 50 beds	12

- c. Continuous years of experience in operation, maintenance and management of Eligible Units: Maximum marks to be allotted is 20.

Number of continuous years of experience in operation, maintenance and management of Eligible Units	Relative marks
> 7 years	20
> 5 years ≤ 7 years	15

≥ 3 Years ≤ 5 years	12
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- d. Financial Capacity in terms of Avg. Annual Turnover for the last 3 Financial Years preceding the Bid due date: Maximum marks to be allotted are 15.

Avg. Annual Turn Over	Relative marks
>Rs. 6 Crore	15
>Rs. 4 Crore \leq Rs. 6 Crore	12
Rs. 4 Crore	10

- 3.5.2. The Bidders shall be called for technical presentation (the “**Technical Presentation**”). The time and venue for the Technical Presentation shall be intimated subsequently.

- 3.5.3. The Technical Presentation shall have maximum score of 20.

Overall profile of the Bidder and Experience in similar project	10
Understanding of Project	5
Management Capability	5

- 3.5.4. Total technical score will be calculated based on total score by adding score of Technical Bid and score for Technical Presentation.

- 3.5.5. Minimum marks to qualify shall be 60. The Bidders will be assigned a score termed as Technical Score (ST) based on summation of their individual marking on all the above-mentioned parameters.

- 3.5.6. Technically qualified bidders shall be carried forward for Financial Bid opening and evaluation.

3.6 Evaluation of Financial Bid

- a) In the second stage, the financial evaluation will be carried out as per this Clause 3.6. Each Financial Bid will be assigned a Financial Score (SF).
- b) For financial evaluation, Bidder quoting the lowest Financial Bid (“FM”) will be given a Financial Score (SF) of 100 points. The Financial Score of other Bids will be computed as follows:

$$SF = 100 \times F_m/F;$$

(F = amount of Financial Bids of the Bidder)

3.7 Combined and Final Evaluation

- a) Bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

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

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bids and Financial Bids that shall be 80% and 20% respectively.

- b) The combined score shall be carried out in front of the Bidder at the end of opening of Financial Bids for both the Project Facility.
- c) The Successful 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 2.27 hereof.

- 3.8 In the event that two or more Bidders score the same marks pursuant to evaluation for a Project Facility in terms herein (the “**Tie Bidders**”), Authority shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.9 In the event that the Highest Rank Bidder (H1) withdraws or is not selected for any reason in the first instance, the Authority may invite 2nd Highest Rank Bidder (H2) to match the Price Bid of H1 and Bid Security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its Bid Security is not liable to be forfeited. If no Bidder is selected in first round of Bidding, Authority may invite all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the Bidders to match the Bid of H1 (the “**Second Round of Bidding**”). If in the Second Round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the Second Round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Highest Bidder in the Second Round of Bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.10 In the event that no Bidder offers to match the Highest Bidder in the Second Round of Bidding as specified in Clause 3.9, the Authority may, in its discretion, invite fresh Bids (the “**Third Round of Bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids.

3.11 **Process to be Confidential**

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

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 LoI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoI or the Concession Agreement, the Authority may reject a Bid, withdraw the LoI, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, 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. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.
- 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 LoI or the Concession Agreement, or otherwise if a Bidder or Concessionaire as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoI or the execution of the Concession Agreement, such Bidder or Concessionaire shall 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 Concessionaire as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TWC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TWC , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoI or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of TWC in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by TWC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

5. MISCELLANEOUS

- 5.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.2** TWC, in its sole discretion and without incurring any obligation or liability, 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) pre-qualify or not to pre-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 TWC 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;
 - (f) supplement/modify/amend/alter the terms of the grant of the Concession pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
- 5.3** In order to afford the Bidders a reasonable time for taking an Addendum/supplement/ modification etc. into account or for any other reason, Authority may, at its own discretion, extend the Bid Due Date and time.
- 5.4** It shall be deemed that by submitting the Bid, the Bidder agrees and releases TWC , 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 herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.5** Words and Phrases not defined in this RFP shall have the meaning as specified in the Concession Agreement.

APPENDIX I
CHECKLIST OF SUBMISSIONS

Sl No	Enclosures to the Technical & Price Bid	Status (Submitted/ Not Submitted)	Comments, if any
1	Covering Letter		
2	Details of Bidder		
3	Copy of Certificate Of Incorporation and/ or Certificate of Commencement of Business or Certificate of Registration (in case of Society/ Trust)		
4	Technical Capacity (Experience) of the bidder		
5	Turnover (Financial Capacity) of the bidder		
6	Statement of Legal Capacity		
7	Notarized Power of Attorney for signing of Bid		
8	Extract of the charter documents and documents such as a 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		
9	Bid Security		
10	Litigation History		
11	Bid Document along with addendum duly signed by Authorised signatory and stamped.		
12	Financial Bid		

APPENDIX II

LETTER COMPRISING THE BID (To be forwarded on the letterhead of the Bidder)

Ref.

Date:

Tribal Welfare Commissioner,
Department of Welfare, Government of Jharkhand
Room No.-303, Project Building,
Dhurwa Ranchi- 834004, Jharkhand

Subject: Selection of Suitable Operators for Operation, Maintenance and Management of Tribal Welfare Rural Hospitals in Jharkhand

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the “Bidder”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the “Operation, Maintenance and Management of following Tribal Welfare Rural Hospitals in Jharkhand:

1.

2.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid is complete, true and correct in every detail.

I/We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

I/We hereby also confirm the following:

1. The Bid is being submitted by M/s _____ [...] (*name of the Bidder*)-, in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by TWC (hereinafter referred as the “**Authority**”) and in any subsequent communication sent by Authority.
3. I/We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority).
4. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Bid.

5. I/We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Bid for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. I/We certify that in the last three years, we have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or 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:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, 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
8. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. 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.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the 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 community.
11. 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 the Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me/us being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in line with the requirement of the RFP document that has been provided to me prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the Concession Agreement,

we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

16. The Bid Variable has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Concession Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Project Facility and all the conditions that may affect the Bid.
17. 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/Concessionaire is not awarded to me or our Bid is not opened or rejected.
18. I/We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,
Yours Sincerely,

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Authorized Signatory)

Name of the Person:

Designation :

APPENDIX III

DETAILS OF BIDDER

(To be forwarded on the letterhead of the Bidder)

1. (a) Name:
- (b) Registration Details of the Bidder:
- (c) Country of incorporation:
- (d) Address of the corporate headquarters and its branch office(s), if any, in India:
- (e) Date of incorporation and/ or commencement of business:
- 2 Brief description of the Bidder including details of its main lines of business:
 - i) Details of individual(s) who will serve as the point of contact/ communication for TWC :
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Email Address:

Authorized Signature

(Name of the Authorized Person)

Designation

APPENDIX IV
TECHNICAL CAPACITY OF BIDDER

(Refer Clause 2.2)

Details of work pertaining to Eligible Units executed by the Bidder

S. No.	Name & Address of Government Hospital /Health Centre or Private Hospital/ Nursing Home having minimum of 30 beds being operated, maintained and managed	Operating duration (Year)			No of Beds	Whether operational as on the due date of submission of bid (Yes/No)	Certificate Attached
		From	To	Duration in year and month			

Note:

- If the above project is owned project, the certificate certifying the above from a practicing Chartered Accountant (in case Bidder is a Society/Trust) or Statutory Auditor (in case Bidder is a Company) shall be required to be submitted.
- If the project is other than own project, the contract document/ completion certificate (if completed)/ client certificate in support of the above experience shall be required to be submitted.
- In case the Bidder has multiple Eligible Units operational in a single territory, the units shall be considered only if the Eligible Units are operational as two independent business units. Bidder need to provide a declaration duly signed by Authorized Signatory of the Bidder, in case this format has Eligible Units operational in a single territory.

APPENDIX V

FINANCIAL CAPACITY OF THE BIDDER

(To be forwarded on the letterhead of the Bidder)

(Refer Clause 2.2)

S. No.	Applicant / Entity	Annual Turnover from hospital operation for preceding three Financial Years (Rs. In Cr)			
		2016-17	2015-16	2014-15	Average
1.					
<p>Certificate from the Statutory Auditor</p> <p>This is to certify that..... (Name of the Bidder) has the Annual turnover as shown above.</p> <p>Name of Authorized Signatory:</p> <p>Designation:</p> <p>Name of Entity:</p> <p style="text-align: right;">(Signature of the Authorized Signatory)</p> <p style="text-align: right;">Seal of the Entity</p>					

Instructions:

- 1) The bidder shall attach the copies of audited Annual Reports comprising audited financial statements for the last three financial years.
- 2) In case the bidder is a Society/Trust, it shall submit a certificate of Annual Turnover for the last three years, certified by a practicing Chartered Accountant.

APPENDIX VI

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

Tribal Welfare Commissioner,
Department of Welfare, Government of Jharkhand
Room No. 303
Project Building, Dhurwa
Ranchi- 834004,
Jharkhand

Sub: "Selection of Operators for Operation, Maintenance and Management of Tribal Welfare Rural Hospitals in Jharkhand"

Dear Sir,

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

I/We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

(Authorized signatory)

APPENDIX VII
POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position 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[s] proposed or being developed by the ***** (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to TWC , representing us in all matters before TWC , signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with TWC in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering the Concession Agreement with TWC.

AND

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 2018

For -----

Executant

(Signature)

(Name, Title and Address)

Accepted:

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1

2

Notarized

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 authorized(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Bidder should submit for verification the extract of the charter documents and documents such as a 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX VIII
LITIGATION HISTORY

Refer Clause 2.2.2

(To be provided by the Bidder, if applicable)

i) Number of cases

Sl No	Description	No. of Cases
a)	Pending in court	
b)	Pending in Tribunal	
c)	Pending in Arbitration	
d)	Any other Authority	

ii) Brief history of each case mentioned above including

Sl No	The names of the parties	Subject matter of dispute	Date of initiation/filing / commencement of the case	Present position of the case
1				
2				
3				
4				

APPENDIX IX
FORMAT FOR BID SECURITY

Refer Clause 2.13

(To be provided by the Issuing Bank on a Non-judicial Stamp Paper of Rs. 100/-)

BID SECURITY (BANK GUARANTEE)

This Deed of Guarantee is made on this _____ day of _____, 2015 at _____ by _____ a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/ Registered Office at _____ and *inter alia* a Branch Office at Ranchi, Jharkhand (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns) in favor of ‘**Tribal Welfare Commissioner, Ranchi, Department of Welfare, Government of Jharkhand**’ (hereinafter referred to as “TWC ” which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns).

WHEREAS, the TWC undertook the process of competitive Bidding in order to select the most desirable Company/ Society/ Trust to execute the project of, Operation & Maintenance and Management of Tribal Welfare Rural Hospitals at _____ (Name of the locations applied for) in Jharkhand (the “**Project**”).

WHEREAS, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the execution of the Project (hereinafter called “the Bid”).

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
Or
- (b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
Or
- (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of the RFP;
Or
- (d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.23 of the RFP
- (e) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to:
 - i. To sign and return the duplicate copy of LoI;

- ii. Sign the Concession Agreement;
- (f) any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under the RFP.

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to TWC a sum of Rs. _____ (Rupees _____ Only)¹ without any protest or demur and upon receipt of first written demand from TWC, without having to substantiate his demand.

This Guarantee will remain in full force for a period of 180 days from the Bid Due Date or as it may be extended by TWC. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Jharkhand and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee can also be lodged at any of our Jharkhand Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this _____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by
its Authorised Signatory as Authorized by
Board Resolution passed on _____/
Power of Attorney dated [.....]
Authorised Signatory
Name :
Designation:

In the presence of:

1.

2.

¹ Amount to be incorporated in line with the number of hospitals for which bid is being submitted

APPENDIX X

PRICE BID (FINANCIAL BID)

FINANCIAL / PRICE BID LETTER & FORMAT FOR PRICE OFFER

To,

Tribal Welfare Commissioner,
Department of Welfare, Government of Jharkhand
Room No. 303. Project Building, Dhurwa
Ranchi- 834004,
Jharkhand
Tel No. +91 651 2400765
Fax: +91 651 2446764
Email: tw-com-jhr@nic.in

**Sub: Financial Bid for “Operation, Maintenance and Management of
..... (Name of the Hospital)”**

Dear Sir,

As a part of the Bid for Operation & Maintenance and Management of Tribal Welfare Rural Hospital at _____, we offer our Financial Bid to Tribal Welfare Commissioner, Department of Welfare, Government of Jharkhand for which we are submitting this bids as follows:

Sl No	Name of the Project Facility (A)	Bid Variable (Non-Salary Components in Rs) in Figure (B)	Bid Variable (Non-Salary Components in Rs) in Words	Salary Components – in Figure (C)	Salary Components – in Words	Management Cost (10% of sum of salary and non-salary component {10% x (B+C)} (D)	Annual Concession Fee (in Rs) – in figure (F=B+C +D)	Annual C Fee (in Rs) – in Words
1								

Note:

1. The Bidder need to submit separate Financial Bids in this format in case applying for more than one Tribal Welfare Rural Hospitals.
2. The quote of Annual Concession Fee for each Project Facility should not be more than the maximum amount of Rs 2,00,000,00/-
3. The breakup of Salary and Non-Salary component for each Project Facility is provided under Annexure A below
4. The Non-Salary component shall not include the cost of drugs/medicines, consumables, disposables and maintenance of medical equipment, which shall be reimbursed on actual basis upon submission of supporting documents as per the provisions of the Concession Agreement. Authority shall reimburse the cost of drugs/medicines as specified under Schedule 9 of the Concession Agreement. No reimbursement shall be made for drugs/medicines other than those specified under Schedule 9 of the Concession Agreement. The cost of drugs/medicines shall be reimbursed on actual basis subject to the maximum amount of Rs. 36 lakhs per annum subject to submission of supporting documents as mentioned under

Schedule 6 of the Concession Agreement. The cost of consumables & disposables shall be reimbursed on actual basis subject to the maximum amount of Rs 18 lakhs per annum subject to submission of supporting documents as mentioned under Schedule 6 of the Concession Agreement. The maintenance of medical equipment shall be reimbursed on actual basis subject to submission of supporting documents as mentioned under Schedule 6 of the Concession Agreement.

Annexure A to Financial Bid

Name of the Project Facility: _____

Salary Component

S No.	Designation	Number	Annual Salary
Administration Staffs			
1	Administrator	1	
2	Accountant	1	
3	Hospital Clerk	1	
4	Receptionist, front office, billing	2	
5	Security Guards	3	
6	Driver	2	
Doctors, Paramedics and Hospital Staff			
1	Paediatrician (full time)	1	
2	Gynaecologist (full time)	1	
3	General Surgeon (part time – once in a week and as and when required)	1	
4	Physician – General Medicine (full time)	1	
5	Dentist – (part time - 2 days in a week)	1	
6	Ophthalmologist (Part Time, 15 days in a month)	1	
7	Anaesthetist (Part time, once in a week)	1	
8	Pathologist (full time)	1	
9	Resident Doctor	3	
10	Sister-in-Charge	1	
11	Housekeeper	3	
12	Nurses	10	
13	Senior Pharmacist	1	
14	Junior Pharmacist	1	
15	Senior Technician	1	
16	Junior Technician	1	
17	Dresser cum OT Assistant	1	
18	Ward Attendants	6	
19	Sweeper	4	
Total		50	

Non-Salary Component

S. No.	Particular	Annual Cost
	Total	

Annual Concession Fee = Salary Component + Non-Salary Component + Management Cost (10 % of sum of Salary and Non-Salary Component)

- We hereby confirm that, the Salary Component as mentioned above is in compliance with the applicable minimum wage act of Government of Jharkhand. We also confirm that, we shall abide by the minimum wage act of Government of Jharkhand as amended from time to time for the Project during the Concession Period.
- The above price is exclusive of GST and the same shall be payable by TWC, if applicable, on actual over and above the quoted rate.
- We further confirm that the Annual Concession Fee shall be valid for the first year of the Concession Period. The Annual Concession Fee shall be increased based on the yearly performance assessment as per provision of SCHEDULE 11 of the Concession Agreement during the Concession Period.
- We agree to bind by this offer if we are selected as the Selected Bidder.

FOR AND ON BEHALF OF _____

AUTHORIZED SIGNATORY _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Note:

1. Any condition attached to the Financial Bid is not acceptable and shall result in rejection of the Bid.

APPENDIX XI

MANPOWER REQUIREMENT & QUALIFICATION

The Concessionaire shall ensure that following key medical and non-medical personnel are appointed/engaged in both the Tribal Welfare Rural Hospitals:

MANPOWER STANDARDS

Sl No	Category / Position	Number of Staff	Minimum Qualification & Experience
Administration			
1	Administrator	1	Graduate with basic training in Hospital Management (Certificate or Diploma) with 3-4 years of experience in hospital administration
2	Accountant	1	B.Com graduate with basic training in accountancy & tally package having 3-4 years on the job experience for similar job
3	Hospital Clerk	1	Graduate with proficiency in MS Office package
4	Receptionist, Front Office, Billing	2	Graduate with proficiency in English and Hindi
5	Security Guards	3	Ex Servicemen will be preferred (may be outsourced also)
6	Driver	2	Holds valid license for Light Commercial Vehicle (LCV)
Sub Total		10	
Medical			
1	Pediatrician (full time)	1	MBBS with Diploma in Child Health (DCH) with 4-5 years of regular practice.
2	Gynecologist (full time)	1	MBBS with Diploma in Gynecology & Obstetrics (DGO) with 4-5 years of regular practice
3	General Surgeon (part time – once in a week and as and when required)	1	MBBS with specialization in General Surgery / DNB in General Surgery with 4-5 years of experience
4	Physician – General Medicine (full time)	1	MBBS with specialization in General Medicine / DNB in General Medicine
5	Dentist – (part time - 2 days in a week)	1	BDS with minimum 4-5 years of working experience
6	Ophthalmologist (Part Time, 15 days in a month)	1	MBBS with Diploma in Ophthalmology and 4-5 years of regular clinical practice
7	Anesthetist (Part time, once in a week and as and when required)	1	MBBS with Diploma in Anesthesia and 4-5 years of regular clinical practice

8	Pathologist	1	MBBS with MD/DNB in Pathology / Bacteriology or DCP
9	Resident Doctor	3 (including one Ayush Doctor)	MBBS with 1-2 years of experience. The Resident Doctor to be stationed in the Hospital on a fulltime basis. For Ayush doctor BAMS/BHMS with 1-2 years of experience.
10	Sister-in-Charge	1	Bachelor in Nursing with 2-3 years of experience
11	Housekeeper	3	Experience in cleaning, maintenance and other general work
12	Nurses	10	Diploma in Nursing / Midwifery course with 1-2 years of experience
13	Senior Pharmacist	1	Diploma in Pharmacy with 2-3 years of experience
14	Junior Pharmacist	1	Diploma in Pharmacy with 1-2 years of experience
15	Senior Technician	1	Diploma in Lab Technology / X Ray with 3-4 years of experience
16	Junior Technician	1	Diploma in Lab Technology / X Ray with 1-2 year of experience
17	Dresser cum OT Assistant	1	Diploma in OT assistance
Sub Total		30	
Class Four Staff			
1	Ward Attendants	6	
2	Sweeper	4	
Sub Total		10	
Total		50	

Note: The Concessionaire shall provide all relevant documents including copies of educational certificates, council registration – medical and nursing and any other documents which authenticate the fulfilment of minimum qualification and experience.

APPENDIX XII
ANNUAL CONCESSION FEE

Authority shall pay the Annual Concession Fee in equal quarterly instalments. The Annual Concession Fee payable to the Concessionaire for the first year of operation:

Year	Particulars	Amount
1	Annual Concession Fee	To be decided as part of bidding process (Maximum Rs. 2,00,000,00/-)

Payment Mechanism

- a. The amount of Annual Concessionaire Fee shall be exclusive of applicable taxes and the same shall be payable by the Authority at actual to the Concessionaire.
- b. The Concessionaire would be paid the Annual Concessionaire Fee in equal quarterly installments within thirty days from the expiry of each quarter. The delay in payment of Annual Concession Fee beyond the said 30 days will be dealt as per the provisions of the Concession Agreement. The Annual Concession Fee shall be increased based on the yearly performance assessment as per provision of SCHEDULE 11 of the Concession Agreement during the Concession Period.
- c. The Concessionaire shall submit a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of Annual Concession Fee as per the provisions of the Concession Agreement.
- d. All payments to the Concessionaire shall be made by way of cheque/demand draft.
- e. The Annual Concession Fee shall not include the cost of drugs/medicines, consumables, disposables and maintenance of medical equipment, which shall be reimbursed on actual basis upon submission of supporting documents as per as specified under Schedule 9 of the Concession Agreement.



**OPERATION, MAINTENANCE AND MANAGEMENT OF TRIBAL
WELFARE RURAL HOSPITALS ON PPP MODE IN JHARKHAND**

VOLUME II: DRAFT CONCESSION AGREEMENT

Reference No- TWC/MESO Hospital-01/2019

Tribal Welfare Commissioner
Department of Tribal Welfare, Government of Jharkhand
Project Building, Dhurwa, Ranchi- 834004,
Jharkhand

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Volume II: Draft Concession Agreement

Concession Agreement for Operation, Maintenance and Management of Tribal Welfare Rural Hospital at, State of Jharkhand

This Concession Agreement (hereinafter referred to as “**Agreement**”) is entered into on this day of 2017, at Ranchi, State of Jharkhand

BY & BETWEEN

Tribal Welfare Commissioner, Ranchi, Department of Welfare, Government of Jharkhand, having its Principal Office at Project Building, Dhurwa, Ranchi– 834004, Jharkhand, (herein referred to as “**TWC/Authority**” which expression shall, unless repugnant to the context or meaning thereof, include it’s administrators and assigns) as Party of the **FIRST PART**;

AND

M/s [.....] (details of the Successful Bidder having its principal/head/registered office at duly represented through its authorized signatory Mr./Ms. _____, (----- [*Designation, as applicable*]) duly authorized by its Board resolution dated ----- or by a power of attorney dated ----- executed in his favour (hereinafter referred to as the “**Concessionaire/Successful Bidder**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) as Party of the **SECOND PART**;

The expressions ‘**TWC/Authority**’ and ‘**Concessionaire**’/‘**Successful Bidder**’ shall hereinafter, as the context may admit or require, be individually referred to as “the **Party**” and collectively as “the **Parties**”.

WHEREAS

- A.** TWC has set up immoveable infrastructure assets in respect of the Tribal Welfare Rural Hospital at, concession with respect to which was envisaged to be granted by TWC to the Successful Bidder who offers to undertake operation, maintenance and management of the same, in terms of the single stage (two envelope) Request for Proposal, dated (the “**RFP**”) issued by TWC and more particularly of this Agreement.
- B.** TWC wishes to induct private sector participation to undertake operation, maintenance and management of New Tribal Welfare Rural Hospital at in compliance with provisions of this Agreement (the Project), through private sector entity selected, in terms of the RFP, with an aim to impart quality health services to its citizens.
- C.** The Authority intends to grant to the Successful Bidder (selected in terms of the RFP) non-exclusive concession rights to undertake the Project for a Concession period of 5 (five) years commencing from the COD.
- D.** The Authority had accordingly invited proposals from interested private sector entities under a single stage competitive Bidding Process for the Project in terms of the prescribed qualification criteria and other terms & conditions as delineated in the RFP

- E.** After completion of the Bidding Process, the Authority, has accepted the proposal submitted by the Successful Bidder and accordingly issued the Letter of Intent No dated (“**LoI**”) to the Successful Bidder and agreed to execute the Concession Agreement.
- F.** By its letter dated, the Concessionaire has accepted the LoI and agree to enter into the Concession Agreement.
- G.** The Successful Bidder acknowledge and confirm that they have undertaken a due diligence audit of all aspects of the Project, including technical and financial viability, legal due diligence and on the basis of its independent satisfaction hereby agrees to undertake the Project thereat at its cost and expense in accordance with the terms and conditions hereof.
- H.** Upon fulfillment of the conditions of the RFP and the LoI, the Authority and the Successful Bidder/ the Concessionaire have agreed to enter into this Concession Agreement for the Project on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1:

DEFINITIONS AND INTERPRETATION

1.1 Definitions:

The words and expressions beginning with capital letters and defined in this Concession Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the Concession Agreement.

- i. **“Affected Party”** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with 14.1.1;
- ii. **“Agreement”** shall mean this Agreement, and includes any schedules thereto and amendments thereto made in accordance with the provisions hereof;
- iii. **“Annual Concession Fee”** shall have the meaning ascribed thereto at ARTICLE 9 herein;
- iv. **“Applicable Permits”** means all clearances, concessions, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained (under Applicable Laws) from any Government [State Government and/or Central Government], and / or Statutory Authorities in connection with the performance of obligations hereunder (including undertaking the operation and maintenance of the Project) during the subsistence of the Concession Agreement;
- v. **“Applicable Laws”** shall mean all laws, brought into force and effect by the Government of India or Government of Jharkhand including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority / Statutory Authority (including but not limited to Medical Council of India) and judgments, decrees, injunctions, writs and orders of any court, applicable to this Project and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder, as may be in force and effect during the subsistence of the Concession Agreement;
- vi. **“Authority Event of Default”** shall have the meaning ascribed thereto in Clause 17.1.1 herein;
- vii. **“Commercial Operations Date” or “COD”** shall mean such date, following the Effective Date, on which Authority, in writing notifies the Concessionaire to commence operation of the Project subject to and in accordance with the terms of this Agreement;
- viii. **“Condition Precedent”** shall have the meaning as ascribed in ARTICLE 4 of this Agreement;
- ix. **“Contractor”** shall mean any Person with whom the Concessionaire has entered into / may enter into any of the Project Agreements;
- x. **“Cure Period”** shall have the meaning ascribed thereto in Clause 10.2.1 of this Agreement;

- xi. **“Effective Date”** shall have the meaning ascribed thereto in Clause 4.1.2 of this Agreement;
- xii. **“Emergency”** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facility including the safety of the users thereof or which poses an immediate threat of material damage to the Project;
- xiii. **“Encumbrance”** shall mean any encumbrance 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 without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility;
- xiv. **“Event of Default”** shall have the meaning as ascribes thereto in ARTICLE 15
- xv. **“Financial Year”** shall mean the period commencing from 1st day of April of any given calendar year up to 31st day of March in the immediately succeeding calendar year; provided in the first year of this Agreement, the financial year shall be a time period commencing from COD up to 31st day of March in the immediately succeeding calendar year, and in the last year of subsistence of this Agreement, it shall be the time period commencing from 1st April up to handover of possession of the Project Facility date;
- xvi. **“First Referral Unit” or “FRU”** shall mean a clinical facility equipped to provide round the clock services for emergency obstetric and new born care, in addition to all emergencies that any hospital of substantially similar size is ordinarily required to provide.
- xvii. **“Force Majeure” or “Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in ARTICLE 14;
- xviii. **“Good Working Condition”** shall mean that the operating condition of all the medical instruments and equipment [including machineries, fittings and fixtures] installed by the Authority in the Hospital premises, in terms hereof, conforms to and is as per the specifications [including purpose] prescribed by the manufacturer of such equipment/machineries;
- xix. **“Government Agency”** shall mean Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Project Site or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
- xx. **“Guidelines”** shall mean the applicable specifications, norms, regulations, bye-laws etc. issued from time to time, by the Government of India/Government of Jharkhand/ Authority/Other Statutory Authorities (including but not limited to the Medical Council of India), in complete adherence whereto, the Concessionaire shall undertake the operation and maintenance of relevant Project Facility; and shall specifically include any amendment/modifications made thereto, at any time and from time to time during the

term of Concession Agreement;

- xxi. **“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in provision of clinical services and which inter alia includes those practices, methods, specifications and standards of safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project;
- xxii. **“GoI”** shall mean Government of India;
- xxiii. **“GoJ”** shall mean Government of Jharkhand;
- xxiv. **“Healthcare Services”** has the meaning as set forth in the Clause 2.2.5 of this Concession Agreement.
- xxv. **“KPI or Key Performance Indicator”** shall mean the performance indicators as specifically set out and / or defined in SCHEDULE 4 of this Agreement, in accordance whereof the Concessionaire shall be required to undertake and perform its obligations hereunder;
- xxvi. **“Concession Period”** shall have the meaning ascribed thereto in Clause 2.2.2;
- xxvii. **“Concession Agreement”** shall have the meaning ascribed thereto in Volume II: Draft Concession Agreement;
- xxviii. **“Concessionaire Event of Default”** shall have the meaning ascribed thereto in Clause 17.2.1;
- xxix. **“Management Cost”** shall be calculated to be 10% of the summation of Salaried and Non-Salaried Component.
- xxx. **“Material Adverse Effect”** shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- xxxi. **“Material Breach”** shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure;
- xxxii. **“Micro Economic Social Organization” or “MESO”** means the organisations created to implement schemes under Integrated Tribal Development Programme in Tribal Sub Plan of the Tribal Welfare Department, Government of Jharkhand;
- xxxiii. **“O&M Requirements”** shall mean the requirements as to operation and maintenance of the Project Facility;
- xxxiv. **“Project Agreements”** shall mean collectively this Agreement, O&M contract, and any other material contract (other than financing documents, if any) entered into or may hereafter be entered into by the Concessionaire in connection with the Project;

- xxxv. **“Project”** shall mean and refer to upgradation, operation, maintenance and management of the Project Facility in accordance with the applicable guidelines, KPIs, the specifications and standards set out in respect thereof herein, Applicable Permits, Good Industry Practice and Applicable Laws, as set out in terms hereof;
- xxxvi. **“Project Facilities/Tribal Welfare Rural Hospitals”** shall mean and refer to the MESO Hospitals, located at _____ and _____ which is owned and constructed by Tribal Welfare Commissioner, Department of Welfare, Government of Jharkhand and include the constructed built up space including the buildings and other structures comprising the Hospital and shall specifically include without limitation the equipment / machineries / fittings / fixtures installed therein by TWC, concession in respect whereof is granted to Concessionaire in terms hereof;
- xxxvii. **“Project Monitoring Committee”** has the meaning as set forth in the ARTICLE 8 of this RFP
- xxxviii. **“Project Site”**: The site on which Project Facility is located.
- xxxix. **“Reimbursable Amount”**: shall mean cost of drugs/medicines, consumables, disposables and maintenance of medical equipment which shall be reimbursed by Authority on actual basis. The reimbursable amount of the cost of drugs/medicines shall be for the drugs/medicines as specified under Schedule 9 of the Concession Agreement. This does not include the cost of drugs/medicines other than those specified under Schedule 9 of the Concession Agreement. The cost of drugs/medicines shall be reimbursed on actual basis subject to the maximum amount of Rs. 36 lakhs per annum upon submission of supporting documents as mentioned under Schedule 6 of this Concession Agreement. The cost of consumables and disposables shall be reimbursed on actual basis subject to the maximum amount of Rs 18 lakhs per annum upon submission of supporting documents as mentioned under Schedule 6 of this Concession Agreement. The maintenance of medical equipment shall be reimbursed on actual basis upon submission of supporting documents as mentioned under Schedule 6 of the Concession Agreement;
- xl. **“Statutory Authority”** shall mean Government , quasi Government, administrative, judicial, public or statutory body, department, instrumentality, agency, authority, board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Concessionaire of its obligations hereunder;
- xli. **“Rupees” or “Rs.”** refers to the lawful currency of the Republic of India;
- xlii. **“Tax”** shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the Concessionaire under Applicable Law;
- xliii. **“Termination”** shall mean early termination of the Concession, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course;
- xliv. **“Termination Date”** shall mean the date specified in the Termination Notice as the date on which Termination occurs;

- xliv. **“Termination Notice”** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement;
- xlvi. **“Transfer Date”** shall mean the date of expiry or earlier termination (as the case may be) of the Concession Agreement subject to and in accordance with terms hereof;

1.2. Interpretation

1.2.1. In this Concession Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of State of Jharkhand, laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of Jharkhand/India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) the table of contents, headings or sub-headings in this Concession Agreement are for convenience of reference only and shall not be used in, and shall not affect, the operation or interpretation of this Concession Agreement;
- d) the words **"include"** and **"including"** are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;
- e) references to **“clause”**, **“Article”** and **“Schedules”** herein shall mean reference to the Clause, Article and Schedules to this Concession Agreement
- f) this Concession Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement, Bid documents between the Parties in relation to the Project.
- g) Words importing the singular shall include the plural and vice-versa where the Concession Agreement requires.
- h) Words importing one gender include other genders.
- i) Time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- j) Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.3. Priority of Documents

The documents forming part of this Concession Agreement are to be taken as mutually explanatory of one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- i. The Concession Agreement;
- ii. Schedules to the Concession Agreement;
- iii. LoI issued to the Successful Bidder;
- iv. Bid of the Successful Bidder submitted in response to the said RFP;
- v. RFP documents along with any amendments

ARTICLE 2

SCOPE OF THE PROJECT

2.1 Objective of the Project & Scope of the Project

- 2.1.1. The objective of the Project is to provide free of cost quality health care to the underprivileged, especially tribal population.
- 2.1.2. The Project aims at developing Tribal Welfare Rural Hospitals as First Referral Unit (FRU).
- 2.1.3. The Authority targets at bringing in private sector efficiency for quality Healthcare Services delivery

2.2. Scope of the Project

- 2.2.1. TWC intends to select a suitable private sector operator for each of the Project Facility (both existing and new Tribal Welfare Rural Hospitals) through transparent and competitive Bidding Process.
- 2.2.2. The Bidder is responsible for the Project for a Concession period of 5 (five) years commencing from the COD (the “**Concession Period**”).
- 2.2.3. TWC may in its sole discretion, subject always to the Concessionaire not being (during the Concession Period) in any material default of its obligations hereunder and particularly the Concession Agreement, consider granting another concession term to the concessionaire on such terms as Authority would then deem appropriate.
- 2.2.4. Notwithstanding anything to the contrary contained herein such renewal shall always be subject to the condition that TWC shall not have decided to close the Project Facility to serve larger public good or the Project Facility has not been reduced to non-operational condition owing to Force Majeure or other events beyond Authority’s and/or Concessionaire’s reasonable control.
- 2.2.5. The Bidder will provide, without levying, collecting and appropriating any user fee from users/patients, the medical and clinical services as specified under Schedule 2 of this Concession Agreement (the “**Healthcare Services**”):
- 2.2.6. The Concessionaire shall provide all required support including non-clinical services for effectively delivering the Healthcare Services.
- 2.2.7. The Concessionaire shall deploy clinical and non-clinical staff for the Project Facility as specified in the Concession Agreement.
- 2.2.8. TWC shall procure, medical equipment and furniture as specified in the Concession Agreement and as finalized by the Project Monitoring Committee.
- 2.2.9. TWC reserves the right to carry out medical, inventory & accounts audit of the Project Facility along with financial and accounting audits at least twice every year to ensure that only necessary

diagnostic procedures are recommended by OPD and there is no over medication & diagnostic procedures.

- 2.2.10. The Concessionaire shall ensure that the medical and non-medical personnel appointed/engaged have the minimum qualification and experience as prescribed in the SCHEDULE 1.
- 2.2.11. The Concessionaire shall be responsible for the maintenance of all movable and immovable assets of the Project Facility in Good Working Condition and abide by the existing policies of the Government and Applicable Permits.

ARTICLE 3

GRANT OF CONCESSION

3.1. Grant of Concession

- 3.1.1. In accordance with the provisions of this Concession Agreement, the Applicable Permits, the Authority hereby grants to the Concessionaire the non-exclusive right, permission, leave and concession rights in respect of the Project Facility, free of any Encumbrances, for the Project during the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever (hereinafter the “**Concession**”); and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein. For avoidance of doubt, it is clarified that at all times the Authority shall have the absolute, unencumbered legal ownership rights in respect of the Project Facility and the Project Site and the Concessionaire shall only be entitled to exercise its Concession rights and / or operate and maintain the Project Facility in Good Working Condition till the expiry or earlier termination of the Concession Period.
- 3.1.2. Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:
- a. Non-exclusive access, to the Project Site and Project Facility
 - b. Operate, maintain and manage the Project Facility as per the terms of this Concession Agreement;
 - c. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Concession Agreement;
 - d. Perform and fulfil all of the Concessionaire’s obligations under and in accordance with this Agreement;
 - e. Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement and/or Project Site and/or Project Facility and/or Hospital, or the Concession hereby granted or on the whole or any part of the Project Facility nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement.
- 3.1.3. Notwithstanding anything to the contrary contained herein, it is hereby clearly understood, agreed, confirmed and recorded between the Parties as follows:
- i. the legal possession in respect of the Project Facility and Project Site shall continue to vest in the Authority and the Concessionaire shall only be entitled to non-exclusive Concession to undertake the implementation of the Project in terms hereof and shall not be entitled to use of the Project Site and Project Facility for any purpose other than those expressly permitted in terms hereof;

- ii. the grant of Concession in terms hereof shall not vest or create any proprietary interest in the Project Facility or any part thereof in favour of the Concessionaire or any other person claiming under the Concessionaire;
 - iii. The Concessionaire shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise create encumbrance in respect of the Project Facility and Project Site, or assign or transfer this Concession Agreement in favour of any person at any time and for any reason whatsoever; save and except as otherwise provided in terms of the Concession.
- 3.1.4. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein forms the essence of this Agreement and shall duly bind the Concessionaire and / or any person claiming under it.

3.2. Concession Period

- 3.2.1. The Concessionaire has been granted the Concession to operate, maintain and manage the Project Facility (Tribal Welfare Rural Hospital at) for the Concession Period of 5 (five) years commencing from the COD. The Authority may in its sole discretion, subject always to the Concessionaire not being (during the Concession Period) in any Material Breach of its obligations hereunder, consider granting another concession term to the Concessionaire on such terms as Authority would then deem appropriate.

Notwithstanding anything to the contrary contained herein such renewal shall always be subject to the condition that the TWC/Government of Jharkhand shall not have decided to close the Project Facility to serve larger public good or the Project Facility has not been in non-operational condition owing to Force Majeure or other events beyond Authority's and/or Concessionaire's reasonable control.

3.3. Actions in Support of the Concession

- a) The Authority shall, on best effort basis, and subject always to Concessionaire fulfilling the eligibility criteria and duly complying with all requirements, render such assistance as the Concessionaire may reasonably require, from time to time, for availing and obtaining all Applicable Permits and for completion of formalities relating to the Project provided the Concessionaire is in compliance with the rules, regulations and guidelines prescribed by the Statutory Authorities;
- b) The Authority shall, on best effort basis, provide all assistance and recommendations to the Statutory Authority, including GoI, in support of the Concessionaire's applications for Applicable Permits that may be needed from time to time for the implementation of the Project provided that the Concessionaire has made the requisite applications and is in compliance with the necessary norms and regulations of the Statutory Authority for the grant of such Applicable Permits.

ARTICLE 4

CONDITION PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided herein, the respective rights and obligations of the Parties under this Concession Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1.

4.1.2 **Condition Precedent to be fulfilled by the Concessionaire:** The Conditions Precedent required to be satisfied by the Concessionaire shall be deemed to have been fulfilled when the Concessionaire shall have:

- a) Procured, all the Applicable Permits required for operation, maintenance and management of Project Facility and delivery of Healthcare Services unconditionally or if subject to conditions then all such conditions shall have been satisfied in full and such Applicable Permits are in full force and effect;
- b) Provided the Operation Performance Security to the Authority;
- c) Provided the Project Commissioning Performance Security upon receipt of communication from the Authority regarding the amount of such security to be submitted;
- d) Nominate one (1) member for the Project Monitoring Committee within 15 days of signing of the Concession Agreement;
- e) Delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the Authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;
- f) Undertaken a joint visit along with Authority to the Tribal Welfare Rural Hospital and provided inputs to the Authority with respect to the list of additional medical equipment and furniture required or requirement of replacement if any within 1 month from the date of signing of this Agreement¹ ;
- g) Provided inputs to the Authority with respect to the requirement of medical equipment and furniture for the Tribal Welfare Rural Hospital within 1 month from the date of signing of this Agreement.² ;

Provided that upon request in writing by the Concessionaire, the Authority may, at its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.2. For the avoidance of doubt, the Authority may, at its sole discretion, grant any waiver hereunder with such conditions as it may deem fit.

¹ Applicable in case of Existing Tribal Welfare Hospital. Delete in case the Concession Agreement is for a new Tribal Welfare Hospital

² Applicable in case of new Tribal Welfare Hospital. Delete in case the Concession Agreement is for an existing Tribal Welfare Hospital

4.1.3 **Condition Precedent to be fulfilled by the Authority:** The performance of obligations set out herein by the Concessionaire shall be subject to fulfilment of following Conditions Precedents by the Authority:

- a) Constitute, within one month of signing of the Concession Agreement, Project Monitoring Committee, comprising of its representatives, domain experts and representative of Concessionaire
- b) Provide to the Concessionaire the warranty card, user manuals, documents related to the procured equipment/ machineries/ fittings & fixtures
- c) Procurement and installation of fixtures in the Project Facility in consultation with Concessionaire
- d) Finalization of list of medical equipment and furniture to be procured based on the inputs from the Concessionaire within 1 month from the receipt of inputs from the Concessionaire.
- e) Procurement and handing over of medical equipment³ and furniture to the Concessionaire upon submission of Project Commissioning Performance Security by the Concessionaire as per the provisions under Clause 10.1.1 of this Agreement. The medial equipment shall be procured by the Authority as per the Schedule 10 of this Concession Agreement. The list of medical equipment and quantity shall be finalised after inputs received from the Concessionaire.
- f) Handover the physical possession of Project Facility through a memorandum detailing the inventory of facilities being handed over duly signed by both Parties within 1 month from the date of signing of Concession Agreement.

4.1.4 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated in respect thereof and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 **Obligation to Satisfy Conditions Precedent**

- i. Each Party shall make all reasonable endeavors at its respective cost and expense to comply in full with the Conditions Precedent relating to it within maximum 6 (six) months of the date of signing of Concession Agreement or such later date as may be mutually agreed to by the Parties (the “**Effective Date**”); provided however that such conditions precedent for completion whereof specific time period has been prescribed herein shall be completed within such time period.
- ii. In the event that any of the Conditions Precedent has not been fulfilled with the time period specifically prescribed or such time period as may be mutually agreed to by the Parties, then (subject to terms hereof) Authority (in case of non-fulfillment of Concessionaire Condition Precedent) or Concessionaire (in case of non-fulfillment of Authority Condition Precedent) may terminate this Agreement.
- iii. Provided, however that neither Party shall be entitled to terminate this Agreement if non-

³ An indicative list of medical equipment has been given under Schedule 10 of this draft Concession Agreement

fulfillment of condition precedent by either party is result and/or consequence of a Force Majeure event.

- iv. Provided further that in the event Agreement is terminated on account of non-fulfillment of Condition Precedents to be fulfilled by the Concessionaire, then Authority shall be entitled to appropriate and forfeit the Bid Security.

ARTICLE 5

PROJECT COMMISSIONING

- 5.1. In case of new Tribal Welfare Rural Hospitals and in case of existing Tribal Welfare Rural Hospital where additional/replacement of equipment and furniture is required, the Project Commissioning shall be deemed to be achieved when:
- a) Medical equipment have been installed in the Project Facility
 - b) Healthcare Services, as specified under SCHEDULE 2 of this Agreement are available in the Project Facility and the Project Facility is ready to provide such specialties and services to the Patients;

- 5.2. The Concessionaire shall have to achieve Project Commissioning for new Tribal Welfare Rural Hospitals and existing Tribal Welfare Rural Hospitals requiring additions/replacement of equipment, within 3 months from the date of handing over of medical equipment and furniture by Authority. In case of Tribal Welfare Rural Hospitals, where no medical equipment and furniture is required to be procured, the Concessionaire shall achieve Project Commissioning on the Effective Date.
- 5.3. In case of new Tribal Welfare Rural Hospitals and existing Tribal Welfare Rural Hospitals requiring addition/replacement of equipment, the Concessionaire shall prior to 30 days from the likely date of Project Commissioning, notify the Project Monitoring Committee about the completion of Project Commissioning. Within 7 days of the date of the notification, the Project Monitoring Committee shall inspect and verify the completion of activities mentioned under Clause 5.1. The Project Monitoring Committee shall either certify the Project Commissioning or communicate the deficiencies if any within 7 days of completion of inspection. In case certain deficiencies are observed by the Project Monitoring Committee, the same shall be rectified by the Concessionaire within 7 days or such date mentioned in the communication by the Project Monitoring Committee. Upon rectification, the process specified under Clause 5.1 shall be repeated. In case no communication received from the Project Monitoring Committee till 15th day of the date of notification by the Concessionaire, the Project Commissioning is deemed to be approved by the Project Monitoring Committee. For the avoidance of doubt, the Project Commissioning is considered to be completed upon certification by the Project Monitoring Committee.
- 5.4. The Concessionaire shall commence operation with effect from the date of issue by Authority in writing notice requiring the Concessionaire to commence operation of the Project subject to and in accordance with the terms of this Agreement; provided however Authority shall issue such notice upon achievement of Project Commissioning.
- 5.5. In case the Concessionaire does not commence operations forthwith upon receipt of such written notice from Authority and in any case within fifteen (15) days of date of receipt thereof, then the Authority shall be entitled to terminate the Agreement and forfeit the Performance Security furnished by the Concessionaire. Provided however that if the Concessionaire is unable to commence operation for reasons solely attributable to Force Majeure the same shall not be considered as its event of default.
- 5.6. In the event that the Concessionaire does not achieve Project Commissioning as specified under Clause 5.3 and the delay has not occurred as a result of the Authority's failure to fulfil its obligations hereunder or Force Majeure, the Concessionaire shall pay to the Authority Damages equivalent to an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until Project Commissioning is not achieved, subject to a maximum of 10% (ten per cent) of the Performance Security. Upon levy of Damages equivalent to 10% (ten percent) of the Performance Security or failure to achieve to Project Commissioning within 6 months from the Effective Date, whichever is earlier, unless any further extension of such time for achieving Project Commissioning is agreed among the parties, the Authority shall be entitled to terminate this Agreement by issuing a 15 (fifteen) day notice to the Concessionaire. On such termination, the Authority shall be entitled to forfeit the Performance Security in its

entirety, as a genuine pre-estimate of and reasonable compensation for loss and damages caused to the Authority as a result of the Concessionaire's failure to achieve Project Commissioning.

ARTICLE 6

CONCESSIONAIR'S OBLIGATION

6.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

6.2 Operation & Maintenance

- a. The Concessionaire shall operate and maintain the Project Facility in accordance with the provisions of this Concession Agreement and any latest/applicable regulations as issued by Government of India and or Government of Jharkhand.
- b. The Concessionaire shall undertake to provide Healthcare Services by itself and will not outsource the Healthcare Services to third party.
- c. The Concessionaire shall undertake operations and maintenance of the Project Facility other than Healthcare Services by itself or through a Contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M Requirements of the Agreement.
- d. Concessionaire shall, during the operations period and subsistence of this Agreement:
 - i. shall designate and appoint suitable officers/representatives as it may deem appropriate to supervise the Project Facility, to deal with the Authority and to be responsible for all necessary exchange of information required pursuant to this Agreement;
 - ii. shall, for the purposes of determining that the Project Facility is being maintained in accordance with the O&M Requirements as mentioned in this Agreement, the Concessionaire shall with due diligence carry out necessary tests in accordance with and as per the instructions of the Authority or its Authorized representatives and such tests shall be carried out under the supervision of the Authority or its Authorized Representatives. The Concessionaire shall maintain proper record of such tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the tests results.
- e. No demolition shall be allowed during the Concession Period, unless specifically approved by the Authority in writing.
- f. No items comprising the Project Facility shall be disposed off during the Concession Period, unless specifically approved by the Authority in writing.

6.3 Project Commissioning

6.3.1 The Concessionaire shall commission the Project Facility for providing the services as per the terms of ARTICLE 5.

6.4 Recruitment, Training and Remuneration

- 6.4.1 The Concessionaire shall at its cost and expenses recruit and train all personnel required for the operation, management and maintenance of the Project Facilities under this Agreement.
- 6.4.2 The recruitment, training and remuneration of the manpower (personnel, employees and staff) required for the Project shall be the responsibility of the Concessionaire and be in compliance with this Agreement and all statutory provisions enacted by Government of Jharkhand.
- 6.4.3 Provided, no personnel, staff or employee under the Concessionaire 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 or Government of Jharkhand and the Concessionaire shall ensure that its operations are conducted in a manner so that any employer- employee relationship is not imputed between the Authority and the employees, personnel and staff of the Concessionaire.
- 6.4.4 If the Concessionaire fails to deploy any of the required manpower as mentioned under SCHEDULE 1, then the corresponding salary of such manpower shall be deducted from the Salaried Component of the Annual Concession Fee.
- 6.4.5 Concessionaire shall ensure that all staff engaged in the delivery of the services are all times properly and adequately notified, trained and instructed in accordance with good clinical and good healthcare practice and the standards of their relevant professional body, if any, in the execution of their duties and information records are maintained accordingly.
- 6.4.6 Concessionaire shall retain on file at all times, copies of all current and valid concessions, certifications and/or accreditations of all the medical personnel performing services. Concessionaire shall further provide to the Authority a list of currently employed trained medical personnel and shall update the list whenever they enter or leave the Concessionaire's employment/ payroll/contract.
- 6.4.7 Concessionaire shall ensure that all staff/personnel are offered immunization having regard to the nature of the duties carried out by the staff/personnel pursuant to the services.
- 6.4.8 Concessionaire shall ensure that all staff are properly and presentably dressed in appropriate uniforms and work wears (including protective clothing and foot-wears wherever required), maintain a high standard of personal hygiene commensurate with their allocated tasks and wear identification badges at all times while working in the Project Facility.
- 6.4.9 In the event that the Authority decides that a particular staff / personnel should be removed from the position due to lack of requisite qualification, training or has consistently demonstrated lack of capability in providing the required services, the Concessionaire shall have to abide by such decision and act on the advice of the Authority promptly. The decision of the Authority in this regard shall be final.

6.5 Healthcare Services in the Project Facility:

6.5.1 The Concessionaire shall throughout the Concession Period provide all the Healthcare Services as per the provisions of the Concession Agreement in the SCHEDULE .

6.6 Catering /Dietary Service:

6.6.1 The Concessionaire shall provide high quality catering / dietary services for patients which offer a range of appetizing and nutritious food and drinks to enable patients to have a choice which reflects their dietary needs and tastes and as per their medical requirements.

6.6.2 The Concessionaire may either provide the services on its own or may outsource the Catering/Dietary Services to a Contractor. However in both the cases the Concessionaire shall be solely responsible for the quality and adequacy of the catering/dietary services in accordance with the provisions of this Agreement.

6.6.3 The catering service to patients shall be as per the Good Industry Practices and shall provide:

- a. wide and varied selection of food and beverages to meet the dietary needs of the patients serviced; including healthy eating, ethnic, cultural, prescribed therapeutic diets, religious vegetarian options;
- b. Good quality, safe, wholesome and nutritious meals, snacks and beverages in compliance with requirements of all food safety legislations, and medical requirements;
- c. The Concessionaire shall develop and implement appropriate operational policies, procedures and practices to ensure that food safety and hygiene standards including personal hygiene and personnel apparel are maintained at all times;
- d. It shall implement quality control procedures for all incoming ingredients and foodstuffs to ensure goods are within their stated expiry date and free from damage and pest infestation;
- e. It shall provide all necessary infrastructure like hardware, menus, crockery, utensils, and any other items required for efficient delivery of the catering service;
- f. Crockery and cutlery shall include specialist crockery and cutlery for patients with special requirements;
- g. The facilities in the catering / dietary service department shall have adequate provision for receiving space for fuel and eatables, cooking area, trolley loading for distribution, cold storage, washing area and refuse disposal. All the material used for these services should be environment friendly.

6.6.4 The concessionaire shall not use any genetically modified food ingredients, which are not approved by the competent Authority.

6.7 Security

6.7.1 Concessionaire shall provide security services for maintaining a secure environment within the Project Facility and responding to security incidents within the Project Facility.

Concessionaire shall ensure that all system and controls are in place and are functional to safeguard property, cash and commodities;

6.7.2 The security shall be provided round the clock throughout the year.

6.7.3 Concessionaire shall:

- a. Provide a security service to ensure the safety and security of all patients, staff and bona fide visitors to the Project Facility;
- b. Provide professional integrated security services on a scheduled and reactive basis, which are efficient, effective and timely;
- c. Maintain the safety of all persons, and their belongings, within the Project Facility. This includes the protection of patients, staff, service providers and visitors against violent acts or abuse;
- d. Protect the Project Facility and property, patients, staff, and visitors against theft, vandalism, malicious tampering and criminal damage; and
- e. Ensure only bona fide visitors are allowed access to the Project Facility. This includes restricting access of undesirable persons to the Project Facility in general and restricting access to sensitive areas to authorized personnel only.

6.7.4 Concessionaire shall provide reports on all incidences of crime to the concerned government department and to the Authority within the Project Facility.

6.8 Linen and Laundry Services:

6.8.1 The Concessionaire shall provide comprehensive linen and laundry service to ensure clean and appropriate linen is available in all areas and for all users including patients and staff, at the times required and in volumes necessary to support the smooth running of the Project Facility.

6.8.2 The Concessionaire shall:

- a. Provide a proactive and reactive clean linen supply service to all wards and departments to ensure clean linen is available as and when needed to meet the requirements of the Project;
- b. Ensure that the handling and transport of all linen fully complies with the good practices to minimize the risk of cross contamination within the facilities;
- c. Manage the linen stock to maximize efficiencies while maintaining high service standards at all times including emergency demands of the Project;
- d. All linen storage places shall comply with the control of infection practices;
- e. All linen shall be clean and serviceable;
- f. Concessionaire shall be responsible for the disposal of fouled and infected linen that cannot be laundered in accordance with provision Biomedical Waste (Management and Handling) Rules;

6.8.3 **Laundry and Linen Maintenance:** Concessionaire shall have option to use the onsite laundry or offsite option for laundering of linen and in all cases should abide by all the applicable environmental rules and regulations as applicable.

6.8.4 **Curtain and blind laundering:** Concessionaire shall ensure that all curtains and blinds are clean all time.

6.9 Pest Control

6.9.1 Concessionaire shall undertake regular and periodic pest control to ensure that facility is free from the pests and rodents. It shall ensure the use of chemicals for pest control is in compliance with statutory compliance and banned chemicals are not used for this purpose. Concessionaire shall maintain the record on number, type and location of infestation reported and signed and dated pest control activity reports.

6.10 Waste Management

6.10.1 Concessionaire shall put in place comprehensive waste management system for managing and undertaking the safe segregation, handling, transport and disposal of waste from designated generation point to its point of final disposal. This shall include but shall not be limited to clinical / biomedical waste as defined under Biomedical Waste (Management and Handling) Rules, 1998 (or any updated guidelines as applicable), hazardous wastes, radioactive waste, and non-clinical waste. The Concessionaire shall comply with all statutory standards and requirements including Biomedical Waste (Management and Handling) Rules 2016 as amended from time to time, Hazardous Waste (Management, Handling and Transboundary Movement) Rules 2016 as amended from time to time, Water (Prevention and Control of Pollution) Act 1974 as amended from time to time etc. Concessionaire shall maintain full and auditable records in connection with the waste management detailing volumes, weights and type of waste collected, stored, transported and disposed.

6.10.2 Concessionaire can enter into contractual agreement with concerned medical waste treatment service provider for treatment and disposal of the biomedical/clinical waste.

6.10.3 Concessionaire shall ensure that staffs involved in the handling of biomedical/clinical wastes shall be offered appropriate immunization. Concessionaire shall ensure that all staffs are adequately trained in relation to the safe handling and segregation of all sort of wastes.

6.11 Sterilization Services

- 6.11.1 Sterilization facility to disinfect all instruments on regular basis should be provided by the Concessionaire to ensure high level of hygiene and effective treatment of patients
- 6.11.2 Concessionaire shall institute an effective monitoring system for the above.

6.12 Patient Discharge Obligations

- 6.12.1 The Concessionaire shall adhere to discharge protocols in accordance with good clinical and good health care practices.
- 6.12.2 The Concessionaire shall avoid discharges of patients which would not be in accordance with good clinical and good health care practice or which may put patients' health at risk and will use all reasonable endeavors to avoid circumstances and discharges likely to or leading to emergency re-admissions.

6.13 Equipment Maintenance

- 6.13.1 Concessionaire shall undertake comprehensive planned and proactive maintenance of equipment to ensure that equipment is safe, accurate and working to optimum performance and to achieve maximum availability and continuity of services by minimizing the inconvenience caused by equipment breakdowns and interruptions, and achieving effective delivery of service from all medical equipment and services by maintaining standards set by the equipment manufacturer. For abundant clarity, the Concessionaire shall have alternate arrangements during any sort of maintenance / repair of equipment / machines / apparatus to ensure delivery of services as envisaged in this Agreement is not hampered / hindered / stopped.
- 6.13.2 The maintenance shall include:
 - a. Planned protective maintenance designed to keep unplanned breakdown and disruptions minimum;
 - b. Reactive maintenance providing rectification or arranging similar system to provide continuity of services; and
 - c. Implement and maintain a planned replacement system of time/performance expired asset to maintain quality of performance and service availability.

6.13.3 Concessionaire shall maintain logbook of planned and reactive maintenance.

6.13.4 Concessionaire shall enter into comprehensive maintenance contract with equipment manufacturers / suppliers valid throughout the Concession Period. Concessionaire shall enter into appropriate contractual arrangement for supply of spare parts and equipment parts / components. The Concessionaire should also ensure to get these equipment insured at their own cost, the day the equipment is installed at the Project Facility.

6.13.5 The Concessionaire shall ensure sufficient stocks of materials and consumables are maintained for the provisions of the services and that such materials shall be stored in a clean and tidy manner in earmarked areas.

6.14 Clinical Record Keeping

6.14.1 Concessionaire shall create, maintain, preserve professionally the records (including diagnosis, treatment and care given) for all patients receiving treatment. A medical record shall document the health of a patient, including past and present illness or illness and treatment prescribed, with special attention to the events affecting the patient during episode of care.

6.14.2 Concessionaire will ensure that patient receives a high quality of medical care, which is documented completely, accurately and timely in the medical record. The Project Facility will issue a unique registration number to every patient. All records and data shall be kept in reference to this number.

6.14.3 The records shall be kept in an appropriate secure location. Project Facility (s) will maintain the medical records for five years before archiving. Project Facility(s) will deploy adequate resources for maintaining the medical records.

6.14.4 The Concessionaire shall comply with any duty arising from the Patient's entitlement to confidentiality of his / her health record and any other information (including Personal Data) relating to him / her as a Patient in accordance with the Applicable Laws and Good Industry Practice.

6.14.5 The Concessionaire shall promptly return any records on Patient's health and any other personal data relating to Patients treatment to the Patient's attendant upon request at any time.

6.15 Record Keeping and Reporting

6.15.1 All records and plans related to the Project and Project Facility shall be kept at the Project Facility(s). The list of records to be maintained shall include following:

- a. The Project Agreement, its Schedules and the project documents including all amendments to such agreements;
- b. All other documents, software or other information expressly referred to in the Agreement;
- c. Records relating to the appointment and supersession of the Concessionaire's representative and the Authority's representative;

- d. Documents relating to applications, consents, refusals and referrals;
- e. Records relating to any specialist or statutory inspections of the Facilities;
- f. Notices, reports, results and certificates relating to completion of the Works and completion of the commissioning activities;
- g. Documents relating to events of Force Majeure, delay events, Events of Default and relief events and the consequences of the same;
- h. All formal notices, reports or submissions made to or received from the Authority in connection with the provision of services, the monitoring of performance, or the availability of the facilities;
- i. All certificates, concessions, registrations or warranties related to the provision of Project Facility and services;
- j. Documents related to referrals to the dispute resolution procedure;
- k. Documents related to change in ownership or any interest in any or all of the shares in Concessionaire;
- l. Records related to taxes;
- m. Financial records, including audited and unaudited accounts of parent company and Concessionaire and related reports;
- n. Documents relating to testing;
- o. Records required by law and all consents;
- p. Documents relating to insurance and insurance claims;
- q. All other records, notices or certificates required to be produced and/or maintained by Concessionaire pursuant to Concession Agreement.

6.15.2 Compliant register shall be available at the Project Facility at all the times. The Complaint register shall be made available to the Authority as and when asked for.

6.15.3 The Concessionaire acknowledge that in order to monitor the Healthcare Services, there needs to be timely regular exchange of detailed and accurate information and accordingly the Concessionaire shall collate and provide the information as mentioned under Schedule 8 on a quarterly basis.

6.16 Retention of Records and Backup of Operations

6.16.1 The Concessionaire shall retain all records and reports pertaining to this Agreement for a period of at-least five (5) years from the date of expiry of the Concession Period; for any further period required by Law; and until all audits are completed and exceptions resolved for the term of the Agreement. Upon request and except as otherwise restricted by Applicable Law, Concessionaire shall make these records available to authorized representatives of the Authority.

6.17 Environmental Compliance

6.17.1 The Concessionaire shall, ensure that all aspects of operation of the Project Facility during the Concession Period and processes employed in the operation and maintenance thereof shall conform to the laws pertaining to environment, health and safety aspects including, policies and guidelines related thereto.

6.18 Indemnity by Concessionaire

6.18.1 The Concessionaire shall indemnify and hold harmless the Authority, their representatives and their employees from and against all claims, damages, losses and expenses arising out of or resulting from Concessionaire's negligence or breach in execution of the Operation & Maintenance works and any activity incidental thereto.

6.19 Medicines/drugs

6.19.1 The Concessionaire shall ensure that the Project Facility maintains an effective supply chain of medicines/drugs as specified under Schedule 9 of this Agreement. However in order to avoid a stock out situation, the Concessionaire shall keep an inventory equivalent of fifteen (15) days consumption of the medicines/drugs.

6.19.2 The cost of drugs/medicines shall be reimbursed by Authority on actual basis subject to the maximum amount of Rs. 36 lakhs per annum upon submission of supporting documents as mentioned under Schedule 6 of this Concession Agreement. Concessionaire shall procure and dispense only generic drugs/medicines.

6.20 Medical Audit

6.20.1 The Authority would carry out continuous medical audit of the Project to ensure that only necessary diagnostic procedures are recommended by OPD and there is no over medication & diagnostic procedures.

6.20.2 The Concessionaire shall provide all information, records and data to the Authority or its authorized representative for the purpose of conducting medical audit.

6.21 Responding to emergency situations

6.21.1 In case of emergency situations like natural disaster, epidemic etc., the Authority may through a written or verbal notice direct the Concessionaire to provide services in the affected area. On the receipt of information the Concessionaire shall immediately deploy requisite number of doctors and other clinical staff, resources in the affected area on a priority basis.

6.21.2 The Authority in consultation with the Concessionaire would prepare an emergency plan for mobilization of staff and other resources from the existing Project (name of the Project Facility) to the affected site.

6.21.3 The Authority arrange for mobilizing clinical staff and other resources at emergency situations.

6.21.4 Any additional capital expenditure and/or the additional operating costs or both as the case may be incurred by the Concessionaire arising out of the Emergency Situation and as certified by independent chartered accountant selected in mutual consultation by the Authority and the Concessionaire shall be reimbursed by the Authority.

6.22 General Obligations

6.22.1 The Concessionaire shall at its own cost and expense:

- a. Investigate, study, design, operate and maintain the Project Facility in accordance with the provisions hereof;
- b. Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- c. Comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Concession Period;
- d. Ensure and procure that each Project Agreement contains provisions that would entitle the Authority or an nominee of the Authority to step into the same at the Authority's discretion, in place and substitution of the Concessionaire, pursuant to the provisions of this Agreement ;
- e. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, concessions, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- f. Appoint, supervise, monitor and control as necessary, the activities of Contractors under the respective Project Agreements;
- g. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff

- employed in relation with the Project and hereby indemnifies the Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority be treated as employer in this regard;
- h. Make its own arrangements for construction materials and observe and fulfil the environmental and other requirements under the Applicable Law and Applicable Permits;
 - i. Be responsible for all the health, security, environment and safety aspects of the Project Site/ Project Facility, as the case may be, at all times during the Concession Period;
 - j. Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;
 - k. Upon receipt of a request thereof, provide access to the Project Facility to the authorized representatives of the Authority for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement and to any Government Agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project Facility and to investigate any matter within their authority and upon reasonable notice, the Concessionaire shall provide to such persons assistance reasonably required to carry out their respective duties and functions;
 - l. Pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Concession Period;
 - m. Keep on the Project Site two complete sets of this Agreement, Construction Documents, approvals given by the Authority and any other communication given or issued under provisions hereof for inspection, verification and use by the Authority or any authority authorized by law to inspect the same or any of them;
 - n. Provide and maintain all necessary accommodation and welfare facilities for its staff and labour. The Concessionaire shall not permit any of its employees to maintain any temporary or permanent living quarters within the structure forming a part of the Project Facility.
 - o. Take precautions to ensure the health and safety of its staff and labour.
 - p. Take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its staffs and labour and to preserve peace and protection of persons and property in the neighborhood of the Project Facility against such conduct.

6.23 Annual Maintenance Contract (AMC)

- 6.23.1 The Concessionaire will also ensure to get the annual maintenance contract (AMC) done for the procured items with the vendor. All the expenses toward the AMC will be borne by the Concessionaire; provided however that the Concessionaire shall, notwithstanding such AMC arrangements, always retain overall management, responsibility, obligation and liability in relation to the services / activities / functions rendered or performed through the AMC. Any such

AMC shall not relieve the Concessionaire from any of its obligations in respect of the Project and the provision of the health services.

6.24 No Breach of Obligations

6.24.1 The Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- a. Force Majeure Event, subject to ARTICLE 14;
- b. the Authority Event of Default;
- c. Compliance with the instructions of the Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- d. Closure of the Project Facility or part thereof with the approval of the Authority.

6.25 Access and Assured Availability of the Project Facilities

6.25.1 The Concessionaire shall, at all times during the Concession Period, allow access to and usage of Project Facilities to the Authority / person nominated by the Authority.

6.26 Expenses towards Statutory Deposits and Charges

6.26.1 The Concessionaire shall reimburse to the Authority, service charges towards connection of utilities to the Project Facility in the Project Site.

6.27 Erection of Sign Board

- a. The Concessionaire shall erect a signboard, of a size not less than 2 ft. by 4 ft., adjacent to the main entrance to the Project Site in a manner such that it is ordinarily visible to any person using such entrance. The signboard shall prominently display the following text in black upper case letters on a white/yellow background:

“This Property belongs to Tribal Welfare Commissioner, Department of Welfare, Government of Jharkhand and has been handed over to(name of the Concessionaire) for Operation, Maintenance and Management of Tribal Welfare Rural Hospitals from(COD) to _____ (Insert the Expiry Date)”.

- b. The Concessionaire shall ensure that the signboard is maintained in good condition throughout the Concession Period

6.28 Reporting to Health Management Information System (HIMS) and Mother and Child Tracking System (MCTS)

6.28.1. The Concessionaire shall need to share required data/information on monthly basis with National Health Mission, Jharkhand for updating HMIS and MCTS.

ARTICLE 7

OBLIGATIONS OF THE AUTHORITY

7.1 Obligations of the Authority

7.1.1 In addition to its other obligations set out elsewhere in this Concession Agreement, the Authority shall, at its own cost and expense undertake, comply with and perform with the following obligations:

7.2 Obligations related to Handing over of Project Facility

7.2.1 The Authority shall handover the Project Facility to the Concessionaire free from all encumbrances;

7.2.2 The Authority shall grant in a timely manner all such approvals, permissions and concessions which the Concessionaire may require or is obliged to seek from the Authority under this Agreement, in connection with implementation of the Project and the performance of its obligations.

7.2.3 Facilitate upon request from the Concessionaire for availing utilities such as power, water, sewerage, telecommunications or any other incidental services/ utilities as required.

7.2.4 The Authority shall provide the Concessionaire the warranty card, user manuals, documents related to the procured item. The same shall be returned by the Concessionaire at the end of Concession Period or at the termination of the Concession Agreement, whichever is earlier.

7.2.5 In case, due to demand and requirement, it warrants the Project Facility/(s) to provide additional services, then in that case any additional equipment/ machinery as required under such circumstances shall be procured and installed by the Authority in the Project Facility.

7.2.6 The Authority shall carry out following activities in each Project Facility:

- I. Medico legal cases
- II. Promotion and management of Government health schemes
- III. Major Infrastructural Repairs due to ageing and natural disaster

The Concessionaire shall assist the Government doctors in medical treatment of medico legal cases.

7.3 Obligations related to Procurement of Medical equipment and Furniture

- 7.3.1 Undertake within two months from signing of Concession Agreement or such later date as may be mutually agreed by Parties, at its own cost the procurement of the medical equipment and other fittings/fixtures.,
- 7.3.2 The Authority shall handover to the Concessionaire physical possession of the Project Facility in accordance with the provisions of Concession Agreement on as-is-where-is basis, free from all encumbrances and all medical equipment and furniture on the Effective Date;

7.4 Obligations related to major repair of civil structures and replacement of medical equipment and furniture & fixtures

- 7.4.1. Upon requirement of major structural repairs, water proofing, civil work etc., the Concessionaire shall notify in writing to the Authority regarding the requirement of such repairs; in which case the Authority shall appoint in consultation with the Concessionaire an Independent Expert (cost whereof shall be borne equally by the parties) from the relevant industry to verify whether there is actually any requirement of repairs as conveyed by the Concessionaire.
- 7.4.2. In case of replacement of medical equipment and furniture & fixtures in the Project Facility(s);
- a) Having regard inter alia to the operational life of the equipment / fixtures / fittings as certified by the manufacturer thereof and the degree of its usage for implementation of the Project, the Concessionaire shall (in the event it determines that such equipment / fixtures / fittings have run their life cycle / utility and the same is not a case of and / or attributable to non-observance of KPIs [including routine maintenance activities which shall be Concessionaire's obligations] notify in writing (along with relevant applicable details) the Authority shall verify the requirement of replacing such equipment / fixtures / fittings; in which case the Authority may appoint in consultation with the Concessionaire an independent expert (cost whereof shall be borne by the Authority) from the relevant industry to verify whether the actual operation condition of such equipment / fixtures / fittings corroborates on ground the requirement of replacement as conveyed by the Concessionaire.
- 7.4.3. In the event Authority/ any such independent expert found that such replacement is due to the running out of the life cycles of the respective equipment and not due to the non-observance of KPIs, then Authority shall undertake the replacement thereof as per their original manufacturer. However, if the independent expert certifies that such replacement is due to the miss handling then, the cost of all such replacements shall be borne by the Concessionaire.

7.5 Other Obligations

- 7.5.1 The Authority shall:
- a. Upon written request from the Concessionaire, assist the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication facilities at rates and on terms no less favorable to the Concessionaire

than those generally available to commercial customers receiving substantially equivalent facilities/utilities;

- b. Assist the Concessionaire in obtaining police assistance, upon payment of prescribed costs and charges, if any, for traffic regulation, patrolling and provision of security on the Project Site/ Project Facility and implementing this Agreement in accordance with the provisions hereof;
- c. Observe and comply with all its obligations set forth in this Agreement.

ARTICLE 8

PROJECT MONITORING COMMITTEE

- 8.1. The Authority, shall set up a Project monitoring Committee to periodically monitor the Project.
- 8.2. The expert Committee would be chaired by the TWC.
- 8.3. The other members of the Committee would be as under:
 - a. Representative of the Authority (to be decided by the Authority)
 - b. Representative of Concessionaire
 - c. Representative of other departments, as required
 - d. Any technical expert, as required
- 8.4. The basic roles & responsibilities of Committee is as under:
 1. Assess the requirement of major repairs and replacements
 2. Quarterly performance review of the Hospital keeping in view the Key Performance Indicators as mentioned in SCHEDULE 4 of this Agreement.
- 8.5. The Project Monitoring Committee shall meet quarterly once (within 15 days of end of quarter) to review the Project. The Annual Concession Fee will be based on the achievement of the KPIs. For the avoidance of doubt, in case of non-achievement of any KPI, the penalty as mentioned under SCHEDULE 4 will be deducted, from the quarterly amount of Annual Concession Fee payable.
- 8.6. Remuneration of the respective members of the Project Monitoring Committee shall be borne by the respective Parties.

ARTICLE 9

ANNUAL CONCESSION FEE

9.1 Annual Concession Fee

In consideration of the Concessionaire performing its obligations in accordance with and subject to terms hereof, Authority shall (subject to terms hereof) pay (commencing from COD) to the Concessionaire the annual concession fee (the “**Annual Concession Fee**”) on the basis and manner outlined below:

- a) The Annual Concession Fee payable in first year (i.e. time period of twelve consecutive months commencing from Commercial Operation Date) of the Concession Period shall be _____ plus applicable taxes.
- b) The Authority shall pay to the Concessionaire, Annual Concession Fee in equated quarterly installments, each such equated quarterly installment being payable within 30 (thirty) days from the expiry of the relevant quarter (the “**Due Date of Payment of Annual Concession Fee**”).
- c) If the Annual Concession Fee is not paid within the Due Date of Payment of Annual Concession Fee, the Concessionaire shall give a notice to the Authority at the end of the 30th day to make the payments within 15 days from the end of the 30th day. If the Authority fails to pay the Annual Concession Fee after the 15th day and unless such default is not on account of Concessionaire’s default, an interest of 2% per month from Due Date of Payment of Annual Concession Fee for each day of delay subject to a maximum period of 3 months from the Due Date of Payment of Annual Concession Fee. In case the payment is not done within such extended period of 3 months and unless such default is not on account of default of the Concessionaire, this will result in Authority Event of Default and the Concessionaire has the right to terminate the Agreement as per the provisions under ARTICLE 15.
- d) The Annual Concession Fee shall undergo a revision every year based on annual performance assessment of the Concessionaire as mentioned under Schedule 11 of this Agreement.
- e) The Concessionaire can register/empanel itself for providing healthcare services under various health insurance schemes of Government of Jharkhand. The amount received by the Concessionaire for providing such healthcare services under Government health insurance schemes shall be adjusted in the Annual Concession Fees payable by TWC. The Concessionaire shall submit to TWC, quarterly statement of receipts from Government health insurance schemes duly certified by Chartered Accountant.
- f) The Annual Concession Fee would be inclusive of and shall cover Salary Component and Non-Salary Component as mentioned under Schedule 7.
- g) The Annual Concession Fee does not include the Reimbursable Amount which shall be reimbursed on actual basis upon submission of supporting documents. This reimbursement shall be made on quarterly basis within 30 days from the end of each

quarter subject to submission of supporting documents by the Concessionaire and correctness of the same. Within 7 days of end of each quarter, the Concessionaire shall submit an invoice along with supporting documents to the Authority with respect to Reimbursable Amount. Upon verification, Authority shall make the payment within 30 days of end of the quarter. If the payment is not paid within 30 days from the end of quarter, the Concessionaire shall give a notice to the Authority at the end of the 30th day to make the payments within 15 days from the end of the 30th day. If the Authority fails to make the payment after the 15th day and unless such default is not on account of Concessionaire's default, an interest of 2% per month from the due date of payment for each day of delay subject to a maximum period of 3 months from the due date of payment. In case the payment is not done within such extended period of 3 months and unless such default is not on account of Concessionaire's default, this will result in Authority Event of Default and the Concessionaire has the right to terminate the Agreement as per the provisions under ARTICLE 15.

ARTICLE 10

PERFORMANCE SECURITY

10.1 Performance Security

10.1.1 In case of Tribal Welfare Rural Hospitals, for which the medical equipment and furniture is handed over to the Concessionaire, the Concessionaire shall submit a performance security for an amount equivalent to the cost of medical equipment and furniture in the form of a bank guarantee in favour of “Tribal Welfare Commissioner” which shall be valid till achievement of Project Commissioning (the “**Project Commissioning Performance Security**”). This performance security shall be submitted at the time of handing over of medical equipment and furniture by Authority and this shall be a pre-condition for handing over of medical equipment and furniture by Authority. This performance security shall be returned by Authority to the Concessionaire upon achievement of Project Commissioning.⁴

10.1.2 The Concessionaire shall, for the performance of its obligations hereunder during the Concession Period, provide to the Authority as Conditions Precedent, an irrevocable and unconditional guarantee from a Bank for a sum of Rs. _____ (10% Annual Concession Fee) (the “**Operation Performance Security**”). Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Operation Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

10.1.3 The validity of the Operation Performance Security for the first year will be for a period of 15 months from the date of submission.

10.1.4 The Concessionaire shall provide Operation Performance Security every year to make it corresponding to 10% of the Annual Concession Fee of the respective year.

***Illustration:** Assuming the Annual Concession Fee is Rs. 2,00,00,000 for the first year, the Operation Performance Security amount of 1st year is Rs. 20,00,000. The revised Annual Concession Fee for the second year is Rs. 2,10,00,000. The Operation Performance Security for the second year shall be Rs. 21,00,000. From the second year onwards, the Operation Performance Security shall be submitted before the release of the first quarter instalment of the Annual Concession Fee of that year.*

10.1.5 The Operation Performance Security of a particular year will be returned back to the Concessionaire only after the submission of Operation Performance Security for the next year.

10.1.6 In case of the last year, the Operation Performance Security shall be returned back to the Concessionaire within 1 month of the expiry of the Concession Period

10.1.7 Notwithstanding anything to the contrary contained in this Agreement, in the event Operation Performance Security is not provided by the Concessionaire within a period of 90 (ninety) days

⁴ Applicable in case of Tribal Welfare Hospitals, for which the medical equipment and furniture to be handed over to the Concessionaire

from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the parties.

10.2 Appropriation of Performance Security

- 10.2.1 In case of Tribal Welfare Rural Hospitals, for which the medical equipment and furniture is handed over to the Concessionaire, upon occurrence of a Concessionaire Default in achieving Project Commissioning, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Project Commissioning Performance Security as Damages for such Concessionaire Default to achieve Project Commissioning. Upon such encashment and appropriation from the Project Commissioning Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Project Commissioning Performance Security, and in case of appropriation of the entire Project Commissioning Performance Security provide a fresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Project Commissioning Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with ARTICLE 15. Upon replenishment or furnishing of a fresh Project Commissioning Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 60 (sixty) days for remedying the Concessionaire Default within such Cure Period, the Authority shall be entitled to encash and appropriate such subsequent Project Commissioning Performance Security as damages, and to terminate this Agreement in accordance with ARTICLE 15.⁵
- 10.2.2 Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent or failure to fulfill the obligations under this Concession Agreement (other than the obligation related to Project Commissioning for Tribal Welfare Rural Hospitals, for which the medical equipment and furniture is handed over to the Concessionaire) , the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Operation Performance Security as Damages for such Concessionaire Default. Upon such encashment and appropriation from the Operation Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Operation Performance Security, and in case of appropriation of the entire Operation Performance Security provide a fresh Operation Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Operation Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with ARTICLE 15. Upon replenishment or furnishing of a fresh Operation Performance Security, as the case may be, as aforesaid, the Concessionaire shall be entitled to an additional Cure Period of 60 (sixty) days for remedying the Concessionaire Default within such Cure Period, the Authority shall be

⁵ Applicable in case of Tribal Welfare Hospitals, for which the medical equipment and furniture is handed over to the Concessionaire

entitled to encash and appropriate such subsequent Operation Performance Security as damages, and to terminate this Agreement in accordance with ARTICLE 15.

ARTICLE 11

OPERATION AND MAINTENANCE REQUIREMENTS

11.1 General

11.1.1 The Concessionaire shall comply with the O&M Requirements set out in this section. In doing so, the Concessionaire shall ensure that the Project Facilities are maintained to the standards and specifications as set out in the Agreement.

11.1.2 In the planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organizing itself, adopting measures and standards, executing procedures including inspection procedures, and engaging Contractors, if any, agents and employees) in such manner, as will:

- a. Keep the Project Facilities from undue deterioration and wear;
- b. Ensure safety of personnel deployed for operation & maintenance of facilities Permit unimpaired performance of statutory duties and functions of any party in relation to the Project.

11.1.3 During the Concession Period, the Concessionaire shall ensure that:

- a. Project Facility is kept free from undue deterioration and undue wear;
- b. Applicable and adequate safety measures are taken;
- c. Adverse effects on the environment and to the owners and occupiers of property and/or land in the vicinity of the Project Facility, due to any of its actions, is minimized;
- d. Any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimized;
- e. Disturbance or damage or destruction to property of third party by operations of the Project Facility is controlled/minimized;
- f. Members of the public are treated with due courtesy and consideration by its employees/ agents;
- g. Users are provided with adequate information and forewarned of any event or any other matter affecting the Project Facility to enable them to control/minimize any adverse consequences by such event or matter;
- h. A complaint register to record grievances of any member of the public in relation to the operations and maintenance of the Project Facility is duly maintained;
- i. The personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O & M Requirements.

ARTICLE 12

INFORMATION TECHNOLOGY SYSTEM

12.1 Hospital Management Information System

- 12.1.1 The Authority shall install, operate and maintain a computerized Hospital Management Information System (HMIS) so as to ensure the records of all Tribal Welfare Rural Hospitals are computerized and maintained in an integrated manner. The minimum details to be recorded in the HMIS is mentioned under SCHEDULE 8.
- 12.1.2 The Concessionaire shall be given access to the HMIS.
- 12.1.3 The HMIS shall be capable of generating reports required for performance monitoring and assessment as specified under this Agreement.
- 12.1.4 The HMIS shall be capable of providing online information on real time basis. Necessary software and hardware shall be put in place in the Project Facility(s) in this regard.

ARTICLE 13

LEVY AND COLLECTION OF USER CHARGES AND OTHER CHARGES

13.1 User Charges

- a. The Concessionaire shall not be entitled to levy, collect, retain and/or appropriate any money from the users/patients of the Project Facility; and this shall constitute essential condition of the Agreement any breach whereof shall entitle the Authority to terminate the Agreement and forfeit the Performance Security.
- b. In case the Concessionaire manages to get grant/funding other than as provided by the Authority under various schemes of GoJ/GoI, the Authority will not have any objection to the same.
- c. The Concessionaire can register itself with Third Party Transfer (TPT) of various health insurance companies to provide its services to patients with health insurance cards

13.2 Advertisement / Hoarding Charges

- a. The Concessionaire shall not permit/allow advertisement/hoarding or other commercial activity in the Project Site/ Project Facility.

13.3 Biometric Attendance System

- a. The Concessionaire would install a central electronic infrastructure which would include the recording and uploading biometric based attendance system for all staff and ensure that staff members are marking their attendance every day at the time of beginning and end of the duty hours. The data from such centrally functional electronic data centre (including biometric system) shall be available on HMIS so that the same could be accessed by the Government/Authority at its discretion.

ARTICLE 14

FORCE MAJEURE AND CHANGE IN LAW

14.1 Force Majeure

14.1.1 As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in sub-clauses 14.2, 14.3 and 14.4 respectively, if it affects the performance by the Concessionaire claiming the benefit of Force Majeure (the “**Affected Party**”) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

14.2 Non-Political Event

14.2.1 **A Non-Political Event shall mean one or more of the following acts or events:**

- a. strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services and/or the, operation and maintenance of the Project Facility (s) for a continuous period of 24 (twenty four) hours and an aggregate period, exceeding 30 (thirty) days in a financial year, and not being an Indirect Political Event set forth in Clause 14.3;
- b. any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the GoJ;
- c. the discovery of geological conditions, toxic contamination or archaeological remains on the premises of the Project Facility(s) that could not reasonably have been expected to be discovered through inspection; or
- d. any event or circumstances of a nature analogous to any of the foregoing.

14.3 Indirect Political Event

14.3.1 An Indirect Political Event shall mean an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents operation of the Project Facility(s) by the Concessionaire for period exceeding a continuous period of 30 (thirty) days in a financial year.

14.4 Political Event

14.4.1 A Political Event shall mean one or more of the following acts or events by GoJ or GoI:

- a. compulsory acquisition in national interest or expropriation of the Project Site assets, if any created by the Concessionaire under the Project or rights of the Concessionaire;
- b. unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, concession, permit, Concession, no objection certificate, consent, approval or exemption required by the Concessionaire to perform their respective obligations under this Concession Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, concession, Concession, no objection certificate, exemption, consent, approval or permit; or
- c. any event or circumstance of a nature analogous to any of the foregoing.

14.5 Duty to report Force Majeure Event

14.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a. the nature and extent of each Force Majeure Event with evidence in support thereof;
- b. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c. the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d. any other information relevant to the Affected Party's claim.

14.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (Seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

14.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by sub-clause 9.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

14.6 Effect of Force Majeure Event on the Concession

14.6.1 The Concessionaire shall be eligible for extensions as provided hereunder only on the occurrence of Force Majeure Events, with respect to the Project.

a. at any time after the Effective Date, if any Force Majeure Event occurs:

I. after COD, whereupon the Concessionaire is unable to operate and maintain the Project Facility(s) in terms of the Concession Agreement despite making best efforts, the Concession Period shall be extended by a period, equal in length to the period during which the Concessionaire was unable to perform its obligation under the Agreement.

14.6.2 Save and except as expressly provided in this ARTICLE 14, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

14.6.3 Notwithstanding anything contained in this ARTICLE 14, in the event Force Majeure Event subsists for a continuous period of 180 days, Authority shall be entitled to terminate this Agreement in which case the Authority shall pay to the Concessionaire the pro-rata Annual Concession Fee payable for the period during which Concessionaire has carried out its obligations in compliance with the Concession Agreement, in terms hereof until date of such termination. The Performance Security shall also be returned in case of such termination by adjusting any due of Concessionaire to Authority.

ARTICLE 15

EVENTS OF DEFAULT

15.1 The Authority Event of Default

15.1.1 Each of the following events or circumstances, to the extent not caused by a default of the Concessionaire or Force Majeure, shall be considered for the purposes of this Concession Agreement as events of default of the Authority (“the Authority Event of Default”) which, if not cured within the time period permitted, if any, shall provide the Concessionaire with the right to terminate this Concession Agreement in accordance with ARTICLE 15 hereof:

- a) A Material Breach by the Authority of its obligations under this Concession Agreement which is not remedied within 90 days from the date [or such later date as parties may mutually agree,) of receipt of written notice from the Concessionaire specifying such breach and requiring the Authority to remedy the same;
- b) A breach of any express representation or warranty by the Authority which has a Material Adverse Effect and such breach is not remedied within 90 (Ninety) days from the date (or such later date as parties may mutually agree) of receipt of written notice from the Concessionaire specifying such breach and requiring the Authority to remedy the same.

15.2 Concessionaire Event of Default

15.2.1 Each of the following events or circumstances, to the extent not caused by a default of the Authority or Force Majeure, shall be considered for the purposes of this Concession Agreement as Events of Default of the Concessionaire (“**Concessionaire Event of Default**”) which, if not cured within 90 days of notice as issued by the Authority, if any, shall provide the GoJ, with the right to terminate this Concession Agreement in accordance with ARTICLE 15 hereof:

- a. A Material Breach of its obligations under the Concession Agreement which has a Materially Adversely Effect on the Authority or the Project and such breach is not remedied within 90 days of notice as issued by the Authority of specifying such breach and requiring the Concessionaire to remedy the same;
- b. In case, the failure of Concessionaire to adhere to KPI’s resulted in penalty of more than 20% of Performance Security, such failure shall be treated as Concessionaire Events of Default.
- c. Such events as have been specified as Concessionaire Events of Default under the provisions of the Concession Agreement;
- d. A breach of any express representation or warranty by the Concessionaire which has a Material Adverse Effect and such breach is not remedied within 90 days of notice as issued by the Authority from the Authority specifying such breach and requiring the Concessionaire to remedy the same;

- e. Any actions or omissions attributable to Concessionaire, including delay on the part of the Concessionaire to discharge any of its obligations, that has a Material Adverse Effect on the implementation of the Project;
- f. Dissolution of the Concessionaire pursuant to Applicable Law, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all the obligations of the Concessionaire under this Concession Agreement and provided further that such resulting entity expressly assumes all such obligations;
- g. Declaration of insolvency or the appointment of a liquidator in a proceeding for dissolution of the Concessionaire after lawful notification and due hearing, which declaration or appointment has not been set aside within 60 (Sixty) days thereof;
- h. Abandonment of the Project by the Concessionaire;
- i. If there is a change in the rights of ownership of the Concessionaire or in the powers of any trustee/member of the governing body/ management to direct the management or the policies of the Concessionaire where such change would be reasonably likely to have a Material Adverse Effect on the ability of the Concessionaire to comply in all material respects with its obligation under this Concession Agreement;
- j. Concessionaire creates or permits to subsist any Encumbrance, or otherwise transfers or disposes of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party.
- k. If the Concessionaire leases, sub-concessions, encumbers, sells/transfer any part or whole of the Project Site/Project Facility to any person in any form or under any arrangement, device or method
- l. The Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection Test) Act 1994 –If the Concessionaire is found to be in violation of any of the rules of the act.
- m. The Pre-Conception and Pre-Natal Diagnostic Techniques (Prohibition of Sex Selection Test) Act 1994 - If any medical or non-medical person engaged by the Concessionaire either full time or part time or on advisory role, is found to be involved in sex determination, the Authority will take appropriate action including filing FIR against that person(s) and the director(s) of the Concessionaire [Chapter VII rule 23 of the Act]. On such events, this Concession agreement shall be terminated with immediate effect and Performance Security shall be forfeited.
- n. Such other events which have been specifically set out in this Agreement as Concessionaire Event of Default.

15.3 Termination due to Event of Default

15.3.1 Termination for Concessionaire Event of Default

- a. Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default,

the Authority may immediately terminate this Agreement by issue of Termination Notice in the manner set out under Clause 15.3.1 (b).

- b. If the Authority decides to terminate this Agreement pursuant to preceding Clause 15.3.1 (a), it shall in the first instance issue Notice of intention to terminate to the Concessionaire. Within 30 days of receipt of the Notice of intention to terminate, the Concessionaire shall submit to the Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice,
- c. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated there for, the Concessionaire shall have further period of 60 days ("Cure Period") to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, the Authority shall be entitled to terminate this Agreement, by issue of Termination Notice.

15.3.2 Termination for the Authority Event of Default

- a. Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of the Authority Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- b. If the Concessionaire decides to terminate this Agreement pursuant to preceding Clause 15.3.2 (a), it shall in the first instance issue Notice of intention to terminate to the Authority. Within 30 days of receipt of Notice of intention to terminate, the Authority shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the "the Authority Proposal to Rectify"). In case of non-submission of the Authority Proposal to Rectify within the period stipulated above, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- c. If the Authority Proposal to Rectify is forwarded to the Concessionaire within the period stipulated there for, the Authority shall have further period of 60 days to remedy/cure the underlying Event of Default. If, however the Authority fails to remedy/cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

A. Completion of 5 years from the COD

Before 30 days of the completion of 5 years from the COD, the Concessionaire shall communicate its intent for extension of the Concession Period to the Authority. Upon receipt of such notice, the Authority may in its sole discretion, subject always to the Concessionaire not being in any material default of its obligations hereunder, consider granting another concession term to the concessionaire on such terms as Authority would then deem appropriate.

In the event the Concessionaire doesn't communicate its intent on extension of the Concession Period to the Authority and the Authority does not decide to grant another concession term to the Concessionaire, then upon expiry of the Concession Period, vacant possession in respect of all the Project Facility [along with Project Site and all assets] shall revert to Authority free and clear from all Encumbrances.

B. Termination Notice

If a Party, having become entitled to do so, decide to terminate this Agreement pursuant to the preceding sub Clause 15.3 (a) or (b), (c) it shall issue Termination Notice setting out:

- a. In sufficient detail the underlying Event of Default;
- b. The Termination Date which shall be a date occurring not earlier than seven days from the date of Termination Notice;
- c. The estimated termination payment including the details of computation thereof; and,
- d. Any other relevant information.

C. Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- a. Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facility,
- b. The termination payment, if any, payable by the Authority in accordance with the terms hereof is paid to the Concessionaire on the Termination Date and
- c. the Project Facility is handed back to the Authority by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to the Authority

D. Termination Payments

- a. In case of termination of the Concession Agreement on account of Authority Event of Default, the Concessionaire, shall forthwith transfer and hand over the peaceful possession of the Project Facility, together with Project Site and all movable & immovable assets created by the Authority to the Authority without any Encumbrances, charge or lien. In such circumstances, the Authority shall, provided there are no outstanding claims of the Authority on the Concessionaire, pay to the Concessionaire by way of termination payments the following within 180 days of the transfer date:
 1. Pro-rata amount of Annual Concession Fee payable until date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement,
 2. Reimbursable Amount for which the invoice & supporting documents have been submitted by the Concessionaire until the date of termination for the period during which the Concessionaire has carried out its obligations in compliance with

Concession Agreement. Such payment shall be made by Authority upon verification of the supporting documents.

3. Performance Security shall be returned
- b. Upon Termination of this Agreement on account of Concessionaire Event of Default, the Concessionaire, shall forthwith transfer and hand over the peaceful possession of the Project Facility, together with Project Site and all movable & immovable assets created by the Authority to the Authority without any Encumbrances, charge or lien. In such circumstances, the Authority shall, provided there are no outstanding claims of the Authority on the Concessionaire, pay to the Concessionaire by way of termination payments the following within 180 days of the transfer date:
 1. Pro-rata amount of Annual Concession Fee payable until date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement
 2. Reimbursable Amount for which the invoice & supporting documents have been submitted by the Concessionaire until the date of termination for the period during which the Concessionaire has carried out its obligations in compliance with Concession Agreement. Such payment shall be made by Authority upon verification of the supporting documents.
 3. Performance Security shall be forfeited

15.4 Rights of the Authority on Termination

- a. Upon Termination of this Agreement for any reason whatsoever, the Authority shall upon making (subject to terms hereof) the Termination Payment, if any, to the Concessionaire have the power and authority to:
 - I. enter upon and take possession and control of the Project Site / Project Facility forthwith;
 - II. prohibit the Concessionaire and any person claiming through or under the Concessionaire from entering upon/ dealing with the Project Site /Project Facility
- b. Notwithstanding anything contained in this Agreement, the Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handback of the Project Facility by the Concessionaire to the Authority shall be free from any such obligation.

15.5 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The

rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 16

TERMINATION OR EXPIRY OF AGREEMENT

- 16.1 Upon Termination or expiry of the Agreement (the “**Transfer Date**”), the possession of the Project Site and Project Facility along with all the movable & immovable assets shall revert back to the Authority or its nominee, free and clear of any charges, liens and Encumbrances created or suffered by the Concessionaire.
- 16.2 The Concessionaire or its nominee(s) or sub-contractor or sub-concessionaire, and or persons claiming through or under them, as the case may be, shall cease to conduct all commercial activities within the Project Site from the Transfer Date.
- 16.3 The Concessionaire shall hand over to the Authority or its nominated agency all documents including the operations manuals if any, designs, documents, and records relating to the Users, bookings made and such other information relating to the Project and the Project Facility.
- 16.4 To the extent possible the Concessionaire shall assign to the Authority or its nominated agency at the time of handover/ transfer all unexpired guarantees and warranties by sub-contractors and suppliers and all insurance policies in respect of the Project Facility and assets.
- 16.5 On the Transfer Date, the Project Facility shall be in fair condition/ Good Working Condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- 16.6 The Concessionaire shall at its cost remove from the Project Site all such moveable assets which are not taken over by or transferred to the Authority or its nominated agency. In the event the Concessionaire fails to remove such objects within the stipulated time, the Authority or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Concessionaire notice of its intention to do so to a suitable location for safe storage. The Concessionaire shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.
- 16.7 The personnel of the Concessionaire shall continue to be the employees of the Concessionaire and reverting back of the Project Facility/ Premises shall not in any manner affect their status as employees of the Concessionaire and they shall have no claim to any type of employment or compensation from the Authority.
- 16.8 Till the time the possession of the Project Facility reverts back to the Authority, all risks shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project Facility, unless the loss or damage is due to an act or omission of the Authority in contravention of its obligations under this Concession Agreement.
- 16.9 The handover of the Project Facility and the Project Site along with all the movable & immovable assets shall be deemed to be a termination of concession rights granted to the Concessionaire in relation to the Project Site and the Project Facility.

- 16.10 Pursuant to the reverting back of the possession of the Project Facility to the Authority, the obligations and the rights of the Concessionaire under this Concession Agreement shall terminate vis-à-vis the Authority, and the Concessionaire shall no longer act in its capacity as Concessionaire in relation or pursuant to this Concession Agreement.

ARTICLE 17

LIABILITY AND INDEMNIFICATION

17.1 Liability to Third Parties

- 17.1.1 A Party shall promptly inform the other Party of any claims or proceedings or anticipated claims or proceedings against the other Party in respect of which the other Party is entitled to be indemnified under this

17.1.2 ARTICLE 17 as soon as a Party becomes aware of the same. Each Party shall give reasonable assistance to the other in defending such claims and the Party giving such assistance shall be entitled to be indemnified to the extent of the costs incurred by it in this regard;

17.1.3 None of the Parties shall permit any claim or proceedings referred to in sub- Clause 17.1.1 above to be settled without the prior written consent of the other Party;

17.1.4 The Authority shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Concessionaire for the Project Facility during the Concession Period and for the Concessionaire's contracts with third Parties.

17.2 Indemnification

17.2.1 The Concessionaire shall indemnify, defend and hold harmless the Authority during and after the term of this Concession Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses, suffered by the Authority or any Third Party as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Concession Agreement and failure to perform obligations hereunder of or by the Concessionaire and its employees, agents, representatives and Contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of the Authority.

17.3 Risk and Liability

17.3.1 Except as expressly provided in the Concession Agreement, the Concessionaire shall carry out and perform its rights and obligations under the Concession Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to the Concession Agreement.

ARTICLE 18

INSURANCE

18.1 Coverage

18.1.1 The Concessionaire shall, on and from the date of signing of Concession Agreement, up to the end of Concession Period, maintain or cause to be maintained, at its own expense, the following insurance policies in the name of the Authority:

- a. Insurance against Fire & Theft;
- b. Insurance against loss or damage to Equipment / Instruments / machines installed in the Project Facility, Project Site and assets created by the Authority and the Concessionaire, due to events like earthquake, floods, lightening etc.; and
- c. In respect of claims for personal injury to or death of any person employed by the Concessionaire or its Contractor, subcontractors and arising out of such employment.

18.1.2 The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Concessionaire.

18.2 Evidence of Insurance Coverage

18.2.1 The Concessionaire shall furnish to the Authority copies of certificates of insurance in respect of the insurance policies as soon as reasonably practicable after they are received by the Concessionaire and from time to time shall furnish evidence to the Authority that all premiums have been paid, and that the relevant policies remain in existence. In the event that the Concessionaire fails to maintain the insurance policies as required under this Concessionaire Agreement, the Authority may take such required policies and recover the costs and expenses incurred in this regard from the Concessionaire.

ARTICLE 19

TRANSFER OF PROJECT

19.1 Scope of Transfer

- 19.1.1 The Concessionaire shall at the end of the Concession Period or earlier termination of the Concession Agreement, as the case may be, forthwith and in any case not later than 60 days from expiry or earlier termination of the Agreement, hand over to the Authority, Project Site, Project Facility and all other Assets created / installed during the Concession Period by the Authority, free and clear of any liability, charge, lien, Encumbrances along with all of the Concessionaire's right, title and interest in the assets constructed / installed free of cost on the Project Site. The Concessionaire shall also deliver to the Authority on such date operating manuals if any, plans, design drawings and other information as may reasonably be required by the Authority to enable it to continue the operation of the Project Facility;
- 19.1.2 All project agreements of the Concessionaire shall specify the Transfer Date & its corresponding effect. Failure to specify the Transfer Date & its corresponding effect in the project agreements shall not adversely affect the Authority and the Concessionaire shall be solely responsible for handover of the Project Facility along with Project Site and Assets on the Transfer Date at its own risk & cost.

19.2 Right of the Authority to choose Insurance and Contractor Warranties

- 19.2.1 The Authority shall on the Transfer Date have the right to choose and retain all or any of the unexpired Insurance Policies, contractor warranties in relation to the Project Facility. The Concessionaire shall ensure that any rights which are to be so assigned are capable of assignment and such assignment has been approved under the terms of the relevant contract by the counterparty to the Concessionaire.

19.3 Assignment of Contracts

- 19.3.1 The Authority may, in its sole and absolute discretion, have the right to choose and retain on the Transfer Date all or any of the contracts, equipment maintenance contracts, supply contracts and all other contracts except project agreements with the Staff entered into by the Concessionaire and subsisting as on the Transfer Date;

19.4 Condition of the Facility upon Transfer

- 19.4.1 On the Transfer Date the Project Facility shall be in fair, usable / habitable and in a state of good working conditions as per Good Industry Practices, subject to normal wear and tear, having regard for the nature, construction and life span of the asset.

19.5 Passing of Risk

- 19.5.1 Until the Transfer Date, all risks shall lie with the Concessionaire for loss of or damage to the whole or any part of the Project Facility, Project Site during the Concession Period. On and from

the Transfer Date all risks except risks arising out of project agreements, if any, in relation to the transferred Project Facility and Project Site created by the Concessionaire during the Concession Period shall be deemed to have been transferred to and lie with the Authority.

19.6 Transfer Costs

- 19.6.1 The Concessionaire shall transfer the possession of Project Site, Project Facility to the Authority free from any charge, Encumbrance, liability or obligation in terms of this Concession Agreement, through appropriate legal document executed in respect thereof, if any;
- 19.6.2 The Concessionaire shall be responsible for the costs and expenses with the transfer of the possession of the Project Facility and Project Site. The Concessionaire hereby undertakes to indemnify the Authority against any liability arising out of any statutory liability till the Transfer Date that may be sought to be or is imposed on a later date on the Authority by any statutory authorities, in relation to the Project Facility and the assets there under.

19.7 Handing Over Procedure

- 19.7.1 Two months prior to the expiry of the Concession Period the Authority and the Concessionaire shall meet and agree by mutual consensus on detailed procedures for the handing over of the possession of the Project Facility along with the Project Site. In the event the handing over of the possession of Project Facility, is required pursuant to ARTICLE hereof, the Parties shall meet to agree on such procedures as soon as possible and in any event within 3 (three) days of either Party giving notice to the other Party requesting such meeting. At the time of such meeting, the Concessionaire shall submit a detailed list of the structures, equipment created by the Authority to be handed over to the Authority in terms hereof and the names of its representatives in charge of such transfer, and the Authority shall inform the Concessionaire of the identity of its representatives in charge of the handing over procedure;
- 19.7.2 During the two month period prior to the handing over of the Project Facility at the expiry of the Concession period, the Concessionaire shall provide such training services to the representatives and employees of the Authority as may be reasonably necessary for them to operate and maintain the Project Facility efficiently and safely following such transfer;
- 19.7.3 Notwithstanding anything contained in this Concession Agreement, in the event the Parties do not go through the transfer procedure, the Authority shall suo moto enter the Project Site and take possession of the Project Facility and assets created by the Authority on the Project Site.

19.8 Effect of Transfer

- 19.8.1 On the Transfer Date the Concessionaire shall hand over peaceful possession, of the Project Facility, Project Site to the TWC and the Concessionaire, its Contractors, sub-contractors, agents, employees appointed by the Concessionaire shall vacate the Project Facility and the Project Site, Assets if any;
- 19.8.2 From the Transfer Date, the obligations and the rights of the Concessionaire under this Concession Agreement shall terminate vis-à-vis the Authority and the Authority shall take over

the Project Facility and its operation and maintenance and any other rights or obligations arising out of this Concession Agreement which either expressly or implicitly survive termination of this Concession Agreement.

19.9 Deemed Transfer

- 19.9.1 Notwithstanding anything contained in this Concession Agreement, failure of the Concessionaire to:
- a. Handover the physical possession of the Project Facility along with the Project Site; and
 - b. Execute a conveyance deed, if required, stating that the Concessionaire shall have no claim on the Project Facility along with the Project Site;
 - c. shall not adversely affect the transfer of the Project Facility along with Project Site to the Authority.
- 19.9.2 Notwithstanding anything contained above, on the end of the Concession Period the Project Facility along with the Project Site shall be deemed to have reverted to the Authority on the expiry of the Concession Period or on the date of termination of this Concession Agreement, as the case may be, and from such date the Authority shall be deemed to have assumed full ownership / charge over such Project Facility and Project Site without any liability and/or Encumbrance.

ARTICLE 20

DISPUTE RESOLUTION

20.1 Amicable Settlement

20.1.1 In the event that any dispute, controversy or claim arises among the Parties in connection with or under this Concession Agreement or the interpretation of any of its provisions or upon the occurrence of an Event of Default, TWC and the Concessionaire shall constitute a consultation panel consisting of one senior representative appointed by each Party, and such consultation panel shall endeavor to resolve such dispute, controversy or claim. All such disputes shall be amicably settled through mutual consultation and negotiation between the representatives in the consultation panel. The decision of the consultation panel shall be binding upon the Parties. Each Party shall bear all the expenses of its representative. The Parties hereto agree to use their respective best efforts to resolve all disputes arising hereunder through the consultation panel. The consultation panel shall be situated at Ranchi.

20.1.2 In the event the Parties are unable to resolve any dispute, controversy, or claim in accordance with sub-clause 20.1.1, such dispute, controversy or claim shall be settled in accordance with The Arbitration and Conciliation (Amendment Act 1996) and as amended from time to time.

20.2 Performance during Dispute Resolution

20.2.1 Pending the submission of a dispute, controversy or claim to the consultation panel or to the arbitral tribunal, and thereafter until the final decision of the consultation panel or the arbitral tribunal, as the case may be, the Parties shall continue to perform all of their obligations under this Concession Agreement, without prejudice to a final adjustment in accordance with such decision. Further, this Concession Agreement shall remain subsisting and operative during the consultation or adjudication proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

ARTICLE 21

MISCELLANEOUS

21.1 Amendments

21.1.1 Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Concession Agreement shall be effective unless such modification, amendment or waiver is approved in writing by each of the Parties.

21.2 Severance of Terms

21.2.1 Whenever possible, each provision of this Concession Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Concession Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Concession Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

21.3 Language

21.3.1 All notices, certificates, correspondence or other communications under or in connection with this Concession Agreement shall be in English.

21.4 Notices

21.4.1 Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail in written form. The service of notice shall be given to the Parties at their respective addresses set forth below:

Concessionaire :
.....
.....
.....
.....
.....
.....

The TWC :
.....
.....
.....
.....

or such other address, telex number, or facsimile number as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered (i) 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 and (ii) in the case of any communication made by telex, facsimile or electronic mail, when transmitted properly addressed to such telex number, facsimile number or electronic mail. In case any Party changes its address, communication numbers, or directed attention as set forth above, it shall notify the other Parties in writing prior to the adoption thereof.

21.5 Governing Law

21.5.1 This Concession Agreement shall be governed by and construed in accordance with the Laws of India and the courts at Ranchi shall have jurisdiction over the disputes arising between the Parties.

21.6 Original Document

21.6.1 This Concession Agreement is made in two original copies, each having the same contents and the Parties have read and thoroughly understood the contents hereof and have hereby affixed their respective signatures and seals before witnesses.

21.7 Relationship

21.7.1 Nothing in this Concession Agreement shall constitute or be deemed to constitute a partnership between the Parties or confer on any Party any authority to bind the other or to contract in the name of the other or to incur any liability or obligation on behalf of the other or make or deem to be the agent of the other in any way.

21.8 Survival

21.8.1 The provision relating to liability and indemnification, intellectual property and confidentiality and dispute resolution contained in this Concession Agreement shall survive the termination or expiry of this Concession Agreement.

21.9 Authorized Representative

21.9.1 Any action required or permitted to be taken and any document required or permitted to be executed under this Concession Agreement may be taken or executed

- a. on behalf of the Governor of Jharkhand by the authorized representative
- b. on behalf of the Concessionaire by the authorized representative

21.9.2 Each Party hereto undertakes and agrees that in case of replacement of its authorized representative, it shall notify the other Party hereinabove of its name and title at least five days prior to his taking office. In the event of default of this undertaking, all the notices, instructions, correspondences, received from or addressed to the last recorded authorized representative shall be deemed valid for all purposes.

21.10 Waiver

21.10.1 The failure of any Party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such Party

of the right thereafter to insist upon strict adherence to that term or any other terms of the Agreement.

21.11 Others

21.11.1 Prior to executing this Concession Agreement, the Concessionaire has conducted a due diligence to its satisfaction in respect of the Authority, contractual structure for implementing the Project, technical and financial feasibility of the Project, the Applicable Laws, applicable taxes levied and payable during the term of this Agreement, in respect of the Project Site and/or Project Assets to any Government authority and Applicable Permits and all matters concerning or related to the Project. The Concessionaire is entering into this Concession Agreement on the basis of its own satisfaction based on its due diligence.

IN WITNESS WHEREOF this Concession Agreement has been executed by the duly authorized representatives of the Parties hereto on the day and year first above written.

<p>SIGNED ON BEHALF OF</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>SIGNED ON BEHALF OF</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>..</p> <p>.....</p> <p>...</p>
--	---

SIGNED AND DELIVERED

For and on behalf of **(Confirming Party)**

Through its authorized representative.

.....
 (.....)

In the presence of

Witness:

Witness

1.

1.

2.

2.

SCHEDULE 1

Manpower to be deployed

Sl No	Category / Position	Number of Staff	Minimum Qualification & Experience
Administration			
1	Administrator	1	Graduate with basic training in Hospital Management (Certificate or Diploma) with 3-4 years of experience in hospital administration
2	Accountant	1	B.Com graduate with basic training in accountancy & tally package having 3-4 years on the job experience for similar job
3	Hospital Clerk	1	Graduate with proficiency in MS Office package
4	Receptionist, Front Office, Billing	2	Graduate with proficiency in English and Hindi
5	Security	3	Ex Servicemen will be preferred (may be outsourced also)
6	Driver	2	Holds valid concession for LCV
Sub Total		10	
Medical			
1	Pediatrician (full time)	1	MBBS with Diploma in Child Health (DCH) with 4-5 years of regular practice.
2	Gynecologist (full time)	1	MBBS with Diploma in Gynecology & Obstetrics (DGO) with 4-5 years of regular practice
3	General Surgeon (part time – once in a week and as and when required)	1	MBBS with specialization in General Surgery / DNB in General Surgery with 4-5 years of experience
4	Physician – General Medicine (full time)	1	MBBS with specialization in General Medicine / DNB in General Medicine
5	Dentist – (part time - 2 days in a week)	1	BDS with minimum 4-5 years of working experience
6	Ophthalmologist (Part Time, 15 days in a month)	1	MBBS with Diploma in Ophthalmology and 4-5 years of regular clinical practice
7	Anesthetist (Part time, once in a week)	1	MBBS with Diploma in Anesthesia and 4-5 years of

Sl No	Category / Position	Number of Staff	Minimum Qualification & Experience
	and as and when required)		regular clinical practice
8	Pathologist	1	MBBS with MD/DNB in Pathology / Bacteriology or DCP
9	Resident Doctor	3 (including one Ayush Doctor)	MBBS with 1-2 years of experience. The Resident Doctor to be stationed in the Hospital on a fulltime basis. For Ayush doctor BAMS/BHMS with 1-2 years of experience.
10	Sister-in-Charge	1	Bachelor in Nursing with 2-3 years of experience
11	Housekeeper	3	Experience in cleaning, maintenance and other general work
12	Nurses	10	Diploma in Nursing / Midwifery course with 1-2 years of experience
13	Senior Pharmacist	1	Diploma in Pharmacy with 2-3 years of experience
14	Junior Pharmacist	1	Diploma in Pharmacy with 1-2 years of experience
15	Senior Technician	1	Diploma in Lab Technology/X-Ray with 3-4 years of experience
16	Junior Technician	1	Diploma in Lab Technology / X Ray with 1-2 year of experience
17	Dresser cum OT Assistant	1	Diploma in OT assistance
Sub Total		30	
Class Four Staff			
1	Ward Attendants	6	
2	Sweeper	4	
Sub Total		10	
Total		50	

SCHEDULE 2

Healthcare Services to be provided

- i) Out-patient services
 - (a) Medical OPD
 - (b) Ophthalmology OPD
 - (c) Pediatric OPD
 - (d) Obstetrics & Gynecology OPD
 - (e) Surgical OPD
 - (f) Dental Care Services
- ii) Inpatient services (for above all specialties)
- iii) Anesthetic Services (for above relevant specialties- includes Anesthesia)
- iv) Investigative Procedures
 - (a) Ultra-sonography
 - (b) X-Ray
 - (c) Pathology and Biochemistry
- v) Safe Drinking Water Supply & Sanitation
- vi) Reproductive and Child Health
 - (a) Antenatal, Intranatal and Postnatal Care Services
 - (b) Newborn and Immunization Services
 - (a) Pediatric Care Services
 - (b) Family Welfare Services (Sterilization, Free Distribution of Oral Pills & Condoms)
- vii) Referral Services: The patients from the Tribal Welfare Rural Hospital shall be referred to only the nearest public health facilities. The details of such referrals including reason of referral, date of referral, public health facility where the patient has been referred to etc. will be recorded in the HMIS. Necessary to and fro transportation arrangements to the public health facility for the patient for such referral service shall be provided by the Concessionaire.
- viii) Ambulance services shall be operated by the Concessionaire for referral to the nearest public health facilities.
- ix) Outreach Services: Outreach health camps in the following specialties shall be provided by the Concessionaire at least once in a quarter in that respective year.
 - (a) Gynaecology and Obstetrics
 - (b) Paediatrics
 - (c) Ophthalmology
 - (d) General camp
 - (e) Dental and ENT camp
 - (f) Any other camps as directed by the Authority

SCHEDULE 3

Operational Specifications & Performance Standards

Sl No	Serviceability Indicator	Required Operation Level
1	<p>Records and Reports</p> <ol style="list-style-type: none"> 1. Records such as history, physical examination 2. Progress reports shall be updated immediately and continuously 3. Case records of new born babies in the hospital 4. Medico legal case reports 	<ol style="list-style-type: none"> 1. The reports must be completed and handed within 24 hours of admission wherever applicable 2. Daily data back-up to be taken and history files to be created 3. The data shall be retained for a minimum of 5 years (or as specified by the Government notification from time to time) 4. Three copies of the medico-legal case report will be prepared. Original copy will be handed over to the concerned police officer and the duplicate will be filed and kept in safe custody by the Hospital. A third copy will be given to the patient or his /her family <p>In case of a medico-legal case, the report will be completed and handed over to the police within 24 hours of the arrival of the patient. Records will be kept as per the rules and guidelines issued from time to time by GoJ/GoI</p> <p>The Medico-Legal cases record shall be retained for a period of 10 years</p>
2	<p>Out Patient Department (OPD)</p> <ol style="list-style-type: none"> 1. OPD services availability and functionality 2. Delivery of laboratory/ diagnostic tests results and reports 3. Records of patients using the facility 	<ol style="list-style-type: none"> 1. OPD services to be available for at least 6 hours per day (3 hours in the morning i.e. 9:00AM to 12:00 AM and 3 hours in the afternoon i.e. 3:00 PM to 6:00 PM) for all specializations for at least 6 days in a week (Monday to Saturday). 2. The tests of the results will be given on the same day or within reasonable time required for the tests 3. Records would be maintained for a period of 5 years or as per applicable government guidelines

Sl No	Serviceability Indicator	Required Operation Level
3	<p>Emergency Department</p> <ol style="list-style-type: none"> 1. Availability of Services 2. Cleanliness of equipment 3. The Block will be kept clean all the time 4. Arrangements for treatment of any emergency / casualty 	<ol style="list-style-type: none"> 1. The Department will be open round the clock (24 hours) 2. All the necessary equipment will be sterilized at all the times. Expired/used utilities shall be disposed off immediately as per the applicable guidelines. Stabilizing equipment will be provided 3. The floor in the block shall be cleaned at least six times daily with appropriate disinfectants and chemicals 4. All strategic areas in the hospital like Operation Theatres, Wards shall be alerted about the emergency cases within 15 minutes
4	<p>In Patient Department (IPD)</p> <ol style="list-style-type: none"> 1. Availability of Beds 2. Cleanliness in wards 3. Ward Segregation 4. Nature of Medical Staff to attend to IPD during timings 5. Availability of Medical and Para Medical Staff 	<ol style="list-style-type: none"> 1. At least 95% bed capacity shall be functional at all times 2. The wards shall be cleaned at least twice in a day. The toilets and other basic utilities shall be cleaned after every four hours. The beds shall be neat, clean and done at all times with linen changes everyday 3. Infectious and non-infectious wards to be segregated Gender Segregation to be provided 4. Attending physician should visit the patient at least once in a 12-hour period as part of regular rounds. 5. A Resident Doctor shall be available all the times in the Hospital.
5	<p>New Born care Department</p> <ol style="list-style-type: none"> 1. Entry of other than hospital staff 2. Medical Safety 3. Documentation of child birth 	<ol style="list-style-type: none"> 1. No visitor will be allowed in the nursery. Strict vigilance to be kept on the hospital staff entering the department 2. Doctors and nurses will wear sterilized gowns and masks every time before entering the nursery

Sl No	Serviceability Indicator	Required Operation Level
	4. Records	<ol style="list-style-type: none"> 3. Immediately after the birth, the infant's sex, date, time of birth, mother's index finger print will be recorded 4. New born babies should be properly identified and associated with their mothers in relevant case records by the nursing staff. The best method for this purpose is to affix the footprint of the new-born on the case record of the mother
6	Operation Theatres (OT) <ol style="list-style-type: none"> 1. Intimation regarding operation of patients 2. Functionality 3. Safety of patients 	<ol style="list-style-type: none"> 1. Information regarding operation of patients will be received by the sister in charge of the ward 12 hours before the commencement of the operation (save and except for emergency cases) 2. The Operation Theatre in the emergency will be in a 100% state of readiness 3. The OT shall be disinfected post and pre-operation and clean at all times. Safe anaesthesia and safe surgical care shall be provided
7	Diagnostics <ol style="list-style-type: none"> 1. Availability of diagnostics facilities 2. Reports 3. Quality Assurance 	<ol style="list-style-type: none"> 1. Diagnostics facilities required should be available along with OPD services 2. The tests reports shall be given on the same day or within reasonable time as required for the tests. 3. Equipment calibration is to be done regularly and documented to maintain the report quality.
10	General <ol style="list-style-type: none"> 1. Bio Medical Waste Disposal mechanism 2. Staff Uniform 	<ol style="list-style-type: none"> 1. The provisions of Bio Medical Waste (Management & Handling) Rules 1998 and any subsequent amendments to be adhered to 2. Every staff in the hospital shall have to be provided with proper uniform and badge for easy identification at all times
11	Grievance Redressal	<ol style="list-style-type: none"> 1. The Concessionaire shall keep a grievance redressal box in the reception area of the

Sl No	Serviceability Indicator	Required Operation Level
		<p>hospital which shall be prominently displayed to all patients.</p> <p>2. On monthly basis, the Concessionaire shall submit to Authority a report on grievances received and action taken to redress the same.</p>

SCHEDULE 4

Key Performance Indicators

The Concessionaire shall adhere to the KPIs as detailed below:

(i) **Availability of manpower:** The Concessionaire shall be required to deploy manpower as provided under Schedule 1.

If the Concessionaire fails to deploy any of the required manpower as mentioned under Schedule 1, then the corresponding salary of such manpower shall be deducted from the Salary Component of the Annual Concession Fee for the period during which such manpower is not deployed.

(ii) **Attendance of Clinical Staff:** Following standards should be maintained each quarter throughout the Concession period-

Sl. No	Average Attendance during a quarter (Based on summation of total notified person-days of all applicable clinical staff)	Penalty
1	More than 90%	N/A
2	Less than 90% but more than 80%	Deduct 5% of the payable quarterly salaried component of the Concession Fee for the quarter in which the KPI is reviewed
3	Less than 80%	Deduct 10% of the payable quarterly salaried component of the Concession Fee for the quarter in which the KPI is reviewed If average attendance of the clinical staffs is less than 80% for two consecutive quarters in a year and unless such default is not on account of Authority default, the same shall be considered as Concessionaire Event of Default and Authority has the right to terminate the Concession Agreement as per the provisions under ARTICLE 15.

(iii) **Attendance of Paramedical and other Support Staff:** Following standards should be maintained each quarter throughout the Concession Period:

Sl. No	Average Attendance during a quarter (Based on summation of total notified person-days of all applicable paramedical & other support staff)	Penalty
1	More than 90%	N/A
2	Less than 90% but more than 80%	Deduct 5% of the payable quarterly salaried component of the Concession Fee for the quarter in which the KPI is reviewed
3	Less than 80%	Deduct 10% of the payable quarterly salaried component of the Concession Fee for the quarter in which the KPI is reviewed If average attendance of the paramedical and other support staff is less than 80% for two consecutive quarters in a year and unless such default is not on account of Authority default, the same shall be considered as Concessionaire Event of Default and Authority has the right to terminate the Concession Agreement as per the provisions under ARTICLE 15.

Availability of Drugs: Following standards should be maintained each quarter throughout the Concession Period for availability of drugs as mentioned under SCHEDULE 9:

Sl. No	Stock of consumables and medicines as mentioned under SCHEDULE 9	Penalty
1	Maintained throughout the quarter	NA
2	Out of stock for more than 1 day but less than 5 days	Deduct 2% of the payable quarterly non salaried component of the Concession Fee for the quarter in which the KPI is reviewed.
3	Out of stock for more than 5 days but less than 10 days	Deduct 5% of the payable quarterly non salaried component of the Concession Fee for the quarter in which the KPI is reviewed.

Sl. No	Stock of consumables and medicines as mentioned under SCHEDULE 9	Penalty
4	Out of stock for more than 10 days	<p>Deduct 10% of the payable quarterly non- salaried component of the Concession Fee for the quarter in which the KPI is reviewed.</p> <p>If stock out is for more than 10 days for two consecutive quarters in a year and unless such default is not on account of Authority default, the same shall be considered as Concessionaire Event of Default and Authority has the right to terminate the Concession Agreement as per the provisions under ARTICLE 15.</p>

(iv) **Quality:**

Sl. No	Requirement	Penalty
1	Average number of outpatients per month should be minimum 2500/ Project Facility	
	More than 90%	No penalty
	Less than 90% but more than 80%	1% of the quarterly Annual Concession Fee payable for the quarter in which KPI is reviewed
	Less than 80%	2% of the quarterly Annual Concession Fee payable for the quarter in which KPI is reviewed
2	Number of Outreach Camps should be at least quarterly once in a year	Rs. 10,000 would be deducted per camp from the quarterly Concession Fee
3	Readmission rate within 30 days of discharge should not be more than 5% of the total admissions	2% of the quarterly Annual Concession Fee payable for the quarter in which KPI is reviewed

SCHEDULE 5

Reporting Requirement

Monthly O & M Report

During the Operation Period, within 7 days of the end of each calendar month or part thereof, the Concessionaire shall provide to the Authority a monthly report (Monthly O&M Report) which shall contain the following minimum information:

- a. Details of maintenance undertaken
- b. Details of compliance with respect to operational specifications and performance standards under

c. SCHEDULE .

d. Report on grievances received and action taken to redress the same

KPI Compliance Report

Within 7 days of the end of each quarter or part thereof, the Concessionaire shall provide to the Authority a compliance report with respect to each of the KPIs mentioned under SCHEDULE .

Statement of Receipts from Government health insurance schemes

The Concessionaire shall submit to Authority, quarterly statement of receipts from Government health insurance schemes duly certified by Chartered Accountant.

SCHEDULE 6

Annual Concession Fee

Concession Fee Payable to the Concessionaire

Annual Concession Fee payable to the Concessionaire for the first year of operation:

Year	Particulars	Amount (numerals)	Amount (Words)
1	Salary Component	Rs. XXXXXX	Rupees XXXXXX
2	Non Salary Component	Rs. XXXXXX	Rupees XXXXXX
3	Management Cost	Rs. XXXXXX	Rupees XXXXXX
Total Annual Concession Fee			

Mechanism of Payment

- a. The amount mentioned above is exclusive of applicable taxes and the same shall be payable by the Authority at actual to the Concessionaire.
- b. If the Annual Concession Fee is not paid within 30 days from the end of quarter (the “Due Date of Payment of Annual Concession Fee”), the Concessionaire shall give a notice to the Authority at the end of the 30th day to make the payments within 15 days from the end of the 30th day. If the Authority fails to pay the Annual Concession Fee after the 15th day, an interest of 2% per month from Due Date of Payment of Annual Concession Fee for each day of delay subject to a maximum period of 3 months from the Due Date of Payment of Annual Concession Fee. In case the payment is not done within such extended period of 3 months, this will result in Authority Event of Default and the Concessionaire has the right to terminate the Agreement as per the provisions under ARTICLE 15.
- c. In case the Concessionaire does not achieve the KPI mentioned in SCHEDULE 4, then the Authority shall deduct the penalty amount as mentioned under the SCHEDULE 4 from the quarter during which KPIs need to be achieved.
- d. All payments to the Concessionaire shall be made by way of cheque/ demand draft. All payments shall be made in favour of “.....” payable at _____.
- e. The Annual Concession Fee does not include the Reimbursable Amount, which shall be reimbursed on actual basis upon submission of the following supporting documents.
 - For Drugs/Medicine
 - Chartered Accountant certificate certifying the cost incurred towards drugs/medicines

- The details breakup of the cost incurred towards the drugs/medicines
 - For Consumables and disposables
 - Chartered Accountant certificate certifying the cost incurred towards consumables and disposals
 - The details breakup of the cost incurred towards the consumables and disposals
 - For maintenance of medical equipment
 - Chartered Accountant certificate certifying the cost incurred towards maintenance of medical equipment
 - The copy of Annual Maintenance Contract (AMC) executed for annual maintenance of medical equipment.
- f. This reimbursement shall be made on quarterly basis. Within 7 days of end of each quarter, the Concessionaire shall submit an invoice along with supporting documents as mentioned in the serial e above to the Authority with respect to Reimbursable Amount incurred. Upon verification, Authority shall make the payment within 30 days of end of the quarter. If the payment is not paid within 30 days from the end of quarter, the Concessionaire shall give a notice to the Authority at the end of the 30th day to make the payments within 15 days from the end of the 30th day. If the Authority fails to make the payment after the 15th day, an interest of 2% per month from the due date of payment for each day of delay subject to a maximum period of 3 months from the due date of payment. In case the payment is not done within such extended period of 3 months, this will result in Authority Event of Default and the Concessionaire has the right to terminate the Agreement as per the provisions under ARTICLE 15.

SCHEDULE 7

Break up of Salaried Component & Non- Salaried Component

A. Salaried Component

S.No.	Designation	Number	Annual Salary
Administration Staffs			
1	Administrator	1	
2	Accountant	1	
3	Hospital Clerk	1	
4	Receptionist, Front Office, Billing	2	
5	Security	3	
6	Driver	2	
Doctors, Paramedics and Hospital Staff			
1	Pediatrician (full time)	1	
2	Gynecologist (full time)	1	
3	General Surgeon (part time – once in a week and as and when required)	1	
4	Physician – General Medicine (full time)	1	
5	Dentist – (part time - 2 days in a week)	1	
6	Ophthalmologist (Part Time, 15 days in a month)	1	
7	Anesthetist (Part time, once in a week)	1	
8	Pathologist	3	
9	Resident Doctor	1	
10	Sister-in-Charge	1	
11	Housekeeper	1	
12	Nurses	10	
13	Senior Pharmacist	1	

14	Junior Pharmacist	3	
15	Senior Technician	2	
16	Junior Technician	1	
17	Dresser cum OT Assistant	1	
19	Ward Attendants	6	
20	Sweeper	4	
Total		50	

B. Non- Salaried Component

Sl.No.	Particular	Annual Cost

Note: This shall be incorporated based on the Financial Bid of the Concessionaire.

SCHEDULE 8

Hospital Management Information System

The HMIS should have functionalities to record and maintain the following information:

- (i) Patient registration (outpatient, inpatient, emergency care, date and time of registration) with identification number
- (ii) Schedule of appointment and status for Outpatient
- (iii) OPD and Inpatient statistics by specialty
- (iv) Available bed status (status of available beds, based on admission & discharge cycle)
- (v) Monthly bed occupancy report
- (vi) Inpatient record; records & details related to admitted patients, including line of treatment, diagnosis, prescription
- (vii) Outpatient record; records & details related to outpatient including line of treatment, diagnosis, prescription
- (viii) Discharge summary;
- (ix) Number of readmissions within 30 days of discharge
- (x) Human resource management including clinical, paramedical and other staffs;
- (xi) Operation theatre utilization
- (xii) Utilization of diagnostics
- (xiii) No. of referral patients including reason of referral, date of referral, public health facility where the patient has been referred to etc.
- (xiv) No. of referral patients to other hospital for which the services available at the Tribal Welfare Rural Hospitals
- (xv) Details of outreach camps including date, location and services provided
- (xvi) Medicines & consumables inventory management data
- (xvii) No. of institutional delivery at the Tribal Welfare Rural Hospitals (details of patient registrations, discharge summary etc.)
- (xviii) No. of surgeries undertaken related to services as mentioned under SHCHEDULE 2 of this Agreement at the Tribal Welfare Rural Hospitals (details of patient registrations, discharge summary etc.)

SCHEDULE 9

List of drugs to be maintained by the Concessionaire in the Project Facility

The Concessionaire shall maintain the essential drugs as per the list under Indian Public Health Standards (IPHS) Guideline for Community Health Centres and as amended from time to time.

SCHEDULE 10

Indicative List of Medical Equipment

Sl. No.	Name of the Equipment	Sl. No.	Name of the Equipment
Equipment for Operation Theatre		Equipment for Neo-Natal Resuscitation	
1.	Diathermy machine	1.	Catheter, mucus, rubber, open ended tip, size 14Fr
2.	Dressing drum all sizes	2.	Catheter, nasal, rubber, open tip, funnel end, size 8Fr
3.	Lamps shadow less:	3.	Catheter, endotracheal, open tip, funnel end rubber, 12Fr
	a. Ceiling lamp	4.	Stilette, curved, for stiffening tracheal catheter SS
	b. Portable type	5.	Catheter, suction, rubber, size 8Fr
4.	Sterilizer	6.	Laryngoscope, infant, w/three blades and spare bulbs.
5.	Suction Apparatus	7.	Lateral mask, with ventilatory bag, infant size
6.	Stand with wheel for single basin	8.	Resuscitator, automatic, basinet type
7.	Table operation, hydraulic:	9.	Lamp, ultra-violet (heat source) with floor stand
	a. Major	10.	Cells for item 6 (Laryngoscope)
	b. Minor	11.	Oxygen Cylinders
	Equipment for Labour Room	12.	Nasal Prongs
1.	Aprons Rubber	13.	Thermometers
2.	Cradles baby	14.	Infantometer: Measuring range 33-100 cm
3.	Wheel Chairs	15.	Stadiometer: Measuring range 60-200 cm
4.	Cabinet Instrument	16.	Photo therapy Unit
5.	Dressing drum	17.	Radiant warmers
6.	Shadowless Lamps	18.	Dextromsticks
7.	Table for	19.	Nebulisers/MDI
	a. Obstetric Labour	20.	IV Canulas (22 G and 24 G)
	b. Examination	21.	Scalp vein set No. 22 and 24
8.	Trolley for	22.	Nasogastric tube (8,10,12 FG)
	a. Patients	23.	Oropharyngeal airway (000-4 Guydel size)
	b. Dressing	24.	Plastic/disposable syringes including tuberculin
9.	Torch (flash light)	25.	IV infusion sets (adult and pediatric)
10.	Trays	Equipment for Anesthesia	
11.	Vacuum Extractor	1.	Face mask, plastic w/rubber cushion & headstrap, set of 4
12.	Weighing machine baby	2.	Airway Guedel or Berman, autoclavable rubber, set of 6
13.	Wheel chairs	3.	Laryngoscope, set with infant, child, adolescent blades
		4.	Catheter, endotracheal w/cuff, rubber set of 4
Equipment for Radiology		5.	Catheter, urethral, stainless steel, set of 8 in

Sl. No.	Name of the Equipment	Sl. No.	Name of the Equipment
			case
1.	Aprons lead ribber	6.	Forceps, catheter, Magill, adult and child sizes, set of 2
2.	Diagnostic X Ray unit 20C 7300 mA with automatic device	7.	Connectors, catheter, straight/curved, 3, 4, 5 mm (set of 6)
3.	ECG Machine	8.	Cuffs for endotracheal catheters, spare for item 4
4.	USG Machine	9.	Breathing tubes, hoses, connectors for item 1, anti-static
5.	Dark room accessories	10.	Valve, inhaler, chrome-plated brass, Y Shape
6.	Dark room timer	11.	Bag, breathing, self-inflating, anti-static rubber, set of 4
7.	Film clips	12.	Vaporiser, halothane, dial setting
8.	Lead sheets	13.	Vaporiser, ether or methoxyflurane, wick type
9.	X-ray view box	14.	Intravenous set in box
10.	X-Ray film processing tank	15.	Needle, spinal, stainless set of 4
Immunization Equipment		16.	Syringe, anesthetic, control 5 ml Luer mount glass
1.	ILR (Large) & DF (Large) with Voltage Stabilizer	17.	Cells for item 3
2.	Cold Boxes (Large & Small)	Equipment for Pathology	
3.	Vaccine Carriers with Ice packs	1.	photometer
4.	Spare Ice Pack Box	2.	Calorimeter
5.	Room heater/ Cooler	3.	Cell Counter
6.	Thermometers alcohol	4.	Centrifuge
7.	AD Syringes	5.	glucometer
8.	Reconstitution Syringes	6.	Thermometer
Normal Delivery Kit		7.	Hot Air Oven
1.	Trolley, dressing carriage size 76C, long x 46 cm wide and 84 cm high. Ref. IS 4769/1968	8.	Incubator
2.	Towel, trolley 84 cm x 54 cm	9.	Microscope
3.	Gown, operation, cotton	10.	Pipettes
4.	Cap. operation, surgeon's 36 x 46 cm	11.	Haemoglobinometer
5.	Gauze absorbent non-sterile 200 mm x 6 m as per IS: 171/1985	12.	Analyzer (Semi)
6.	Tray instrument with cover 450 mm (L) x 300 mm (W) x 80 mm (H)	Ophthalmic OPD	
7.	Macintosh, operation, plastic	1.	Ophthalmoscope- Indirect
8.	Mask, face, surgeon's cap of rear ties: B) Beret type with elastic hem	2.	Autorefractometer
9.	Towel, glove	3.	Retinoscope
10.	Cotton wool absorbent non-sterilize 500 G	4.	Ophthalmoscope- Direct
11.	Drum, sterilizing cylindrical - 275 mm Dia x 132 mm, ss as per IS: 3831/1979	5.	Manual Refraction Kit
12.	Table instrument adjustable type with tray ss	6.	Keratometer
ICU Equipment		7.	A Scan Biometry

Sl. No	Name of the Equipment	Sl. No.	Name of the Equipment
1.	Incubator	8.	IOL Surgery set
2.	Phototherapy	Nursing Station	
3.	Warmer	1.	Inverter
Cardiac Equipment		2.	Nebulizer
1.	Defibrillator	3.	O2 Concentrator
2.	Cardiac Monitor	4.	SP2 Monitor
3.	Pulse Omimeter	5.	Ambubag

Note: This is an indicative list of medical equipment to be procured by the Authority. The list of medical equipment and quantity shall be finalized after receipt of inputs from the Concessionaire as per the provisions of this Agreement.

SCHEDULE 11

Annual Performance Assessment of Concessionaire

The annual performance of the Concessionaire shall be assessed at the end of each year. Based on the following parameter. Based on this assessment, escalation rate for deciding Annual Concession Fee for the subsequent year shall be arrived.

1. Availability of manpower

Sl. No.	Parameter	Marks
1.	100%	20
2.	More than 90% below 100%	15
3.	Less than 90% but more than 80%	10
4.	Less than 80%	0

2. Attendance of Clinical, Paramedical and other Support Staffs

Sl. No.	Parameter	Marks
1.	More than 90%	15
2.	Less than 90% but more than 80%	10
3.	Less than 80%	0

3. Availability of Essential Drugs/Medicine

Sl. No.	Parameter	Marks
1.	Maintained throughout the year	15
2.	a. Out of stock for more than 1 day but less than 5 days, in one quarter	10
	b. Out of stock for more than 1 day but less than 5 days, in more than one quarter	5
3.	a. Out of stock for more than 5 days but less than 10 days, in one quarter	5
	b. Out of stock for more than 5 days but less than 10 days, in more than one quarter	0
4.	Out of stock for more than 10 days	0

4. Average number of outpatients per month should be minimum 2500/ Project Facility

Sl. No.	Parameter	Marks
1.	More than 90%	10
2.	Less than 90% but more than 80%	5
3.	Less than 80%	0

5. Organized Outreach Camps should be at least quarterly once in a year

Sl. No.	Parameter	Marks
1.	Equal or more than 4	10
2.	Less than 4	0

6. Average Number of surgeries per month related to services as specified under Schedule 2

Sl. No.	Parameter	Marks
1.	≥ 100	10
2.	$\geq 80 < 100$	5
3.	< 80	0

7. Institutional deliveries in the catchment population

Sl. No.	Parameter	Marks
1.	More than or equal to 80% of total number of patients who has completed at least 3 ANC check-ups at the Tribal Rural Welfare Hospital	10
2.	More than or equal to 70% and less than 80% of total number of patients who has completed at least 3 ANC check-ups at the Tribal Rural Welfare Hospital	5
3.	Less than 70% of total number of patients who has completed at least 3 ANC check-ups at the hospital	0

8. Referral patient to other hospitals for the services available at the hospital

Sl. No.	Parameter	Marks
1.	Less than or equal to 5% of total number of Inpatient	10
2.	5% to 10% of total number of Inpatient	5

3.	More than 10% of total number of Inpatient	0
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Rate of Annual Escalation

The total score for annual performance assessment covering aforesaid parameters is 100. Based on the marks secured in the annual performance assessment, the escalation rate for deciding Annual Concession Fee for the subsequent year shall be as below:

Sl. No.	Secured annual performance score by the Concessionaire out of 100	Rate of yearly annual escalation
1.	≥ 90	5%
2.	$\geq 80 < 90$	3%
3.	$\geq 75 < 80$	1%
4.	< 75	0%