

REQUEST FOR PROPOSAL

FOR

**SELECTION OF INTEGRATED DISTRICT
LEVEL HEALTHCARE SERVICE PROVIDER
THROUGH INTERNATIONAL COMPETITIVE
SELECTION PROCESS**

FOR

**STRENGTHENING DISTRICT LEVEL
HEALTHCARE FACILITIES
IN
TEHRI DISTRICT**

ISSUED BY:

UTTARAKHAND HEALTH & FAMILY WELFARE SOCIETY

27 April 2017

Bid Information Sheet

#	Particular	Details
1.	Bidding Documents	Ref No.: UKHFWS/UKHSDP/PPP/2017-18/11280 Date of issue: 27 th April 2017
2.	Cost of Bidding Documents	Rs. 10,000/- (Rupees ten thousand) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, in form of a demand draft or banker's cheque in favour of "Uttarakhand Health Systems Development Project" and payable at Dehradun, Uttarakhand
3.	Name of the Authority	Uttarakhand Health and Family Welfare Society
4.	Name of the Contact Officer	Nitin Singh Bhadauria, Project Director, UKHSDP, First Floor, Homeopathy Directorate Building, Campus of Department of Medical Health and Family Welfare- Uttarakhand, Danda Lakhond, P.O. Gujarada, Sahastradhara Road, Dehradun 248001, Uttarakhand Phone: +91-8755444222 Email: apd.ukhsdp@gmail.com
5.	Method of Selection	Single Stage, two envelope system
6.	Site visit	21 st to 24 th May 2017 (Site visit schedule will be uploaded on www.ukhfws.org website soon, interested bidders are required to send written request about site visit as per clause 2.7 of this RFP)
7.	Pre-bid meeting	From 10.00 (IST) on 31 st May 2017 at Venue of the meeting will be updated on www.ukhfws.org website
8.	Last date for submission of Bidders' queries	1 st June 2017, 23.59 (IST)
9.	Date of issue of response to Bidders' queries and the amended Bidding Documents (if required)	8 th June 2017
10.	Last date and time for submission of Bids (Bid Due Date)	28 th June 2017, 13.00 (IST)
11.	Last Date and Time for Submitting originals of the following documents:	28 th June 2017, 14.00 (IST)

	<ul style="list-style-type: none"> • Original demand draft/banker's cheque for Cost of Bidding Document • Original Bid Security • Original Power of Attorney in favour of authorized signatory • Original Power of Attorney in favour of Lead Member (if applicable) 	
12.	Bid validity	120 days from the Bid Due Date
13.	Bid Security	Rs. 25,00,000/- (Rupees twenty five Lakh) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, in the form of bank guarantee as per format at Annexure E, Appendix – I of the RFP, valid for 30 days beyond the Bid validity period.
14.	Mode for submission of Bids	Bidders are to upload their Bids on the e-procurement portal. Submission of Bids through any other mode will not be accepted.
15.	Address for submission of Bids	The weblink for the e-procurement portal is https://uktenders.gov.in/nicgep/app . Bidders are required to obtain id and digital signature from designated firms (details available on e-procurement portal) in the name of the authorized signatory and then register with the Government of Uttarakhand e-procurement portal and submit Bids by using their ID and digital signature obtained in the name of the authorized signatory.
16.	Date and time of opening of Qualification Bids	28 th June 2017, 15.00 (IST)
17.	Date of opening of Financial Bids	The Qualified Bidders will be intimated in advance separately.
18.	Issue of Letter of Award (LOA)	7 days from the opening of the Financial Bids
19.	Submission of acknowledged copy of LOA by the Selected Bidder	7 days from the date of issuance of the LOA
20.	Signing of PPP Contract	45 days from the date of issuance of the LOA

The Bidding Process Schedule set out above is indicative in nature and the Authority may, in its sole

discretion and without prior notice to the Bidders, amend the Bidding Process Schedule. Bidders shall not rely in any way whatsoever on the Bidding Process Schedule and the Authority shall not incur any liability whatsoever arising out of amendments to the Bidding Process Schedule. The Authority shall give notice of changes to the Bidding Process Schedule, if any, by Addendum. ***Note: This document is not transferable.***

All bidders are advised to check for any further clarifications, amendments/addendums and corrigendum related to this RFP at the following website:

Website: www.uktenders.gov.in, www.ukhfws.org.

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GLOSSARY

The capitalized terms defined in this Glossary or anywhere in the body of this RFP shall, unless repugnant to the context, have the meaning ascribed thereto in this Glossary or in the body of this RFP, as the case may be. Unless the context otherwise requires the capitalized terms not defined in this RFP, but defined in the PPP Contract shall have the meaning assigned thereto in the PPP Contract.

Affiliate	In relation to a Bidder or a Member of a Consortium, means a person that, directly or indirectly, through one or more intermediaries: (i) Controls; (ii) is Controlled by; or (iii) is under common Control with, such Bidder or Member of a Consortium.
Applicable Laws	All laws, brought into force and effect by Government of India or the Government of Uttarakhand, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this RFP.
Bank Guidelines	Means the Guidelines for Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011 and revised in July 2014.
Base Service Fee	Means the fixed amount quoted by a Bidder and payable by the Authority on account of ensuring the availability of the Healthcare Facilities and provision of Healthcare Services for the base volume of patients, in accordance with the provisions of the PPP Contract.
Bid	A bid containing the Qualification Bid and the Financial Bid, that is submitted by a Bidder for qualification and award of the Project in accordance with this RFP. Bid(s) means collectively, the Bids submitted by the Bidders.
Bidders	Parties that submit their Bids in accordance with this RFP. If a Bidder is a Consortium, then such term shall include the Members of the Consortium.
Bidding Documents	Means the bid documents issued by the Authority on 27 th April 2017 for appointment of the Service Provider and award of Project for development, operation and maintenance of Healthcare Facilities at Tehri district.

	Without prejudice, the Bidding Documents shall include all Addenda issued by the Authority, any written responses of queries, the PIM and any other documents made available by the Authority to the Bidders from time to time during the Selection process including the PPP Contract.
Bidding Process Schedule	Means the timelines for conduct of the Selection process specified in the Bid Information Sheet, as may be amended from time to time.
Companies Act	Shall mean the Companies Act, 1956, provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013.
Control	with respect to a person, shall mean: <ul style="list-style-type: none"> (i) possession (whether directly or indirectly) of the power to exercise 50% or more of the voting rights attached to the Equity of such person; (ii) beneficial ownership (whether directly or indirectly) of 50% or more of the Equity in such person; or (iii) direct or indirect control over the management, policies or affairs of such person by contract or otherwise.
Conversion Rate	Shall be the daily representative exchange rates for conversion from USD to INR published by the International Monetary Fund as on the date falling 30 (thirty) days prior to the Bid Due Date. Provided that if the Bidder is converting any other freely convertible foreign currency into INR, then such foreign currency shall first be converted into USD using the daily representative exchange rates for conversion from such foreign currency to USD published by the International Monetary Fund as on the date falling 30 (thirty) days prior to the Bid Due Date and thereafter the USD amount shall be converted into INR using the Conversion Rate.
Eligible Project	Shall mean the projects submitted by the Bidder and considered for evaluation by the Authority subject to the terms and conditions of the RFP.

Equity	Shall mean: (a) in case of a company under the Companies Act, the issued, subscribed and paid up equity share capital of such company; and (b) in case of a limited liability partnership under the LLP Act, the total capital contributions received from the partners of such LLP.
Financial Bid	Means the financial bid submitted by a Bidder, in the format provided in Appendix II of this RFP, quoting the Base Service Fee payable by the Authority for the first year of operations in Tehri district.
Financial Year	Means the accounting year followed by the Bidder in the course of its normal business.
Healthcare Facilities	Means the healthcare facilities in Tehri district that the Service Provider will be required to develop, operate and manage for the Term and at which the Healthcare Services are to be provided. The Healthcare Facilities are listed at Clause 1.1.2.
Healthcare Services	Means the healthcare services to be provided to patients visiting the Healthcare Facilities.
IST	Indian Standard Time.
LLP Act	Shall mean the Limited Liability Partnership Act, 2008, as may be amended from time to time.
Licensed Beds	Means the number of beds that a healthcare facility is duly licensed to operate by the appropriate licensing authority in accordance with the applicable laws in force in the state where the relevant healthcare facility is situated; provided that if the number of beds actually operated and maintained at such healthcare facility are lesser, then the Licensed Beds at such healthcare facility shall be the actual number of beds operated and maintained.
Member/Consortium Member	Member of a Consortium.
Performance Security	As defined in the PPP Contract.

PIM	Project Information Memorandum.
PPP	Public Private Partnership.
PPP Contract	Means the draft PPP Contract provided to the Bidders which shall be executed between the Service Provider and the Authority for implementation of the Project.
Qualification Bid	Means the qualification proposal submitted by a Bidder, in the format provided in Appendix I of this RFP, to demonstrate that it satisfies the Eligibility Criteria and the Qualification Criteria.
Service Provider	Means the Bidder declared as the Selected Bidder or the Special Purpose Vehicle incorporated by the Bidder, which executes the PPP Contract for the development, operation and management of the Healthcare Facilities and the provision of Healthcare Services.
Site	Shall comprise of the land and existing facilities thereon as described in the PPP Contract and in respect of which license rights are to be granted by the Authority to the Service Provider in accordance with the terms of the PPP Contract.
Term	Means the duration of the PPP Contract, in accordance with the provisions thereof.

1. INTRODUCTION

1.1 Background

- 1.1.1 The Government of Uttarakhand (“GoUK”) has resolved to improve and enhance health infrastructure facilities, operations and improve access to good quality healthcare services to the predominantly remote population in the State of Uttarakhand.

The GoUK therefore aims to utilize innovative mechanisms for engaging private healthcare providers in meeting the unmet access needs of the state’s population through the augmentation of an integrated network of primary care, referral services and emergency care at the district-level.

It is anticipated that the engagement of an integrated private healthcare provider to provide healthcare services across facilities within a district on a ‘hub and spoke’ model will enhance both cost and operational efficiency in the provision of healthcare and provide greater access to primary (including preventive and curative) care and referral services to a greater catchment population, thus resulting in a strengthening of the health network on a district wise basis.

- 1.1.2 In order to achieve the aforementioned objectives, GoUK has mandated the Uttarakhand Health and Family Welfare Society (the “**Authority**”) to undertake an International Competitive Bidding (ICB) for the selection of a Service Provider and award of the Project for the augmentation, development, operation and maintenance of integrated Healthcare Facilities and provision of Healthcare Services on a pilot PPP basis. Any reference to Healthcare Facilities shall mean:

- the District Hospital at Borari, New Tehri;
- 2 (two) community health centres (CHC) at Beleswar and Devprayag; and
- 3 (three) mobile health vans to be deployed in Tehri district.

The augmentation, development, operation and management of the Healthcare Facilities and the provision of Healthcare Services in the Healthcare Facilities is referred to as the “**Project**”.

- 1.1.3 The main features of the Project are set out below:

- (a) The Authority will hand over possession of the Site to the Selected Bidder and ensure that electricity and water connections are available at the Healthcare Facilities, upon satisfaction of certain conditions precedent by the Service Provider.
- (b) The Term of the PPP Contract shall commence on the effective date (i.e., the date of the handing over of possession) and shall continue for an initial period of 4 years from the COD. The PPP Contract will be renewable for a further 2 year period, subject to

the performance of the Service Provider during the first 39 months of operations and as specified in the PPP Contract.

- (c) The Selected Bidder will be required to augment, develop, equip, operate and maintain the Healthcare Facilities and to procure, equip, operate and maintain new mobile health vans in Tehri district. The Selected Bidder will have flexibility and autonomy in the operation and management of the Healthcare Facilities. The Authority will not be required to bear any design, construction and operation risk for the Project.
- (d) The Selected Bidder will be required to complete the augmentation, development and equipping of the Healthcare Facilities within 90 days from the date of handing over of possession of the existing Healthcare Facilities. During such development period, the Authority will be responsible for continuing to provide the Healthcare Services to patients arriving at the Healthcare Facilities.
- (e) Upon completion of the augmentation and development works at the Healthcare Facilities, the Selected Bidder will be required to commence providing the Healthcare Services to patients (both existing and new patients). A detailed description of the Healthcare Services to be provided by the Selected Bidder is set out in the PPP Contract.
- (f) The Selected Bidder will not have the right to set, levy or collect any user charges from the patients visiting the Healthcare Facilities, except for collection of the user charges set by the Authority from time to time. All such user charges collected by the Selected Bidder shall be paid into the designated account of the Authority.
- (g) The Selected Bidder will be required to hire the necessary human resources and procure all other resources, consumables and drugs required for the provision of the Healthcare Services to the patients visiting the Healthcare Facilities at its own cost, with the exception of the Authority Supplied Drugs as specified in Clause 13.5 of the PPP Contract.
- (h) On commencement of provision of Healthcare Services, the Selected Bidder will be responsible for making the Healthcare Facilities available to patients on a 24x7 basis and to provide the Healthcare Services in accordance with the prescribed quality standards and key performance indicators.
- (i) As consideration for making available the Healthcare Facilities and for providing the Healthcare Services for a threshold number of patients (defined in the PPP Contract), the Authority will pay the Service Provider the Base Service Fee quoted by the Selected Bidder and adjusted for inflation in accordance with the terms of the PPP Contract. If the number of patients treated by the Selected Bidder exceeds the threshold number of patients, then the Base Service Fee payable will be further adjusted in accordance with

the volume slabs set out in the PPP Contract (the “**Volume Adjusted Service Fee**”).

Based on the Selected Bidder’s performance as compared with the baseline availability and quality key performance indicators specified in the PPP Contract, the Volume Adjusted Service Fee shall be subject to deductions or additions.

The PPP Contract sets forth the detailed terms and conditions for award of the Project to the Service Provider, including the exclusive right, licence and authority to develop, equip, operate and maintain the Healthcare Facilities for the Term. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the PPP Contract shall have overriding effect.

Details regarding the Site, the available healthcare facilities and other assets are provided in the Project Information Memorandum (“**PIM**”) that is available at the following website: <http://www.ukhfw.org/>

- 1.1.4 The Selected Bidder (if an individual entity) will be required to execute the PPP Contract with the Authority in the format provided by the Authority in accordance with this RFP. However, if the Selected Bidder is an individual entity and not a Consortium, then it shall have the right, but no obligation, to incorporate a SPV to execute the PPP Contract and implement the Project.

Without prejudice to the foregoing, if the Selected Bidder is a Consortium, then it shall be mandatory for the Consortium to incorporate a SPV to execute the PPP Contract and implement the Project.

- 1.1.5 The Authority has applied for availing a credit from the International Development Association (the “**Bank**”) for an amount equivalent to US\$ 100,000,000 (“**Credit**”), towards the cost of the Uttarakhand Health Systems Development Project, and intends to apply a portion of the proceeds of this Credit to eligible payments under the PPP Contract for the Project. Payments by the Bank will be made only at the request of the Authority and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement executed between the Government of India and the Bank (“**Financing Agreement**”). The Financing Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Authority shall derive any rights from the Financing Agreement or have any claim to the proceeds of the Credit.

- 1.1.6 The Authority hereby invites interested persons to procure the Request for Proposal to participate in the international competitive selection process being conducted in accordance with the World Bank Procurement Guidelines and this RFP.

- 1.1.7 The Bidding Documents can be downloaded, free of cost, from the website <https://uktenders.gov.in/nicgep/app>. However, the Bidder shall submit a demand draft or a bankers' cheque of Rs. 10,000 (Rupees ten thousand) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, in favour of "Uttarakhand Health Systems Development Project" payable at Dehradun, Uttarakhand towards the cost of the Bidding Documents. The Bidder shall make such payment on or before the date and time specified in the Bidding Process Schedule. The scanned copy of the demand draft or the bankers' cheque shall be uploaded along with the Qualification Proposal and the original demand draft or the bankers' cheque, as the case may be, shall be submitted on or before the date and time specified in the Bidding Process Schedule.
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of Healthcare Services and obligations of the Service Provider set forth in the PPP Contract or the Authority's rights to amend, alter, change, supplement or clarify the scope of work pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents 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.
- 1.1.9 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in Bidding Documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified in the Bidding Process Schedule for submission of Bids (the "**Bid Due Date**").
- 1.1.10 The Authority shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Bidders of any bid updates, the Authority shall not be liable for any information not received by the Bidders. The Bidders shall be solely responsible for obtaining the information available on the e-procurement portal. The Authority shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues or any other technical glitches.

1.2 Brief description of Selection process

- 1.2.1 The Authority has adopted a "single-stage, two envelope" e-procurement process (the "**Selection process**") for selection of Selected Bidder for award of the PPP Contract for the Project.
- 1.2.2 Each Bidder shall be required to simultaneously submit the following with a Bid:
- (a) a single qualification proposal to demonstrate that it satisfies the Eligibility Criteria and the Qualification Criteria (the "**Qualification Bid**"); and

- (b) a financial bid quoting the Base Service Fee payable by the Authority for the first year of operations (the “**Financial Bid**”).

The Financial Bid will be evaluated on the basis of the Base Service Fee quoted for the Project by a Bidder meeting both the Eligibility Criteria and the Qualification Criteria.

- 1.2.3 In the first stage of evaluation, the Qualification Bids of all Bidders shall be evaluated to determine whether they satisfy the Eligibility Criteria and Qualification Criteria. At the end of this stage, the Authority shall publish online on the e-procurement portal, the list of Bidders that satisfy both the Eligibility Criteria and the Qualification Criteria (the “**Qualified Bidders**”) and the date of opening of Financial Bids.

In the second stage of evaluation, the Financial Bids of only Qualified Bidders will be opened and evaluated for the purpose of identifying the Selected Bidder for the Project. The Financial Bids of the Bidders not declared as Qualified Bidders shall not be opened.

- 1.2.4 Each Bidder is required to quote in its Financial Bid for the Project, the Base Service Fee that it requires for the first year of operations. The Qualified Bidder quoting the lowest Base Service Fee for the Project will be the “**Lowest Bidder**” and will normally be declared as the Selected Bidder for the Project.

If the Lowest Bidder withdraws its Bid or is not selected for any reason, then the Authority may, in its discretion, select the Qualified Bidder that has quoted the second lowest Base Service Fee as the Selected Bidder, or annul the Selection process.

- 1.2.5 As part of the Selection process, interested parties who fulfil the Eligibility Criteria and Qualification Criteria are being called upon to submit their Bids in accordance with the RFP.

- 1.2.6 In terms of this RFP, a Bidder is required to:

- (a) obtain id and digital signature in the name of its authorized signatory for the e-procurement portal from the designated firms listed on the e-procurement portal;
- (b) upload scanned copy of the demand draft or banker’s cheque towards the cost of the **Bidding Documents** for a sum of Rs. 10,000 (Rupees ten thousand) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, payable in accordance with the terms set out in Clause 2.5 and submit the physical demand draft or banker’s cheque issued by the bank on or before the date and time as mentioned in the Bidding Process Schedule; and
- (c) upload scanned copy of the bid security for a sum of Rs. 25,00,000 (Rupees twenty five lakh) or an equivalent amount of freely convertible foreign currency determined

at the Conversion Rate (the “**Bid Security**”) in accordance with the terms set out in Clause 2.4 and submit the physical Bid Security issued by the bank on or before the date and time as mentioned in the Bid Information Sheet.

- 1.2.7 Bidders are invited to examine the Site in greater detail in accordance with Clause 2.7 of this RFP, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.

It will be assumed that Bidders will have accounted for all relevant factors, including the Scope of the Project, technical data, the Site conditions (including soil and environmental conditions of the Site), the condition of Existing Assets and existing structures at the Site, climate, weather conditions, other local conditions, availability of power, water and other utilities, access to the Site, availability of human resources, Applicable Laws and Applicable Permits while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of Healthcare Services to be provided during the Term of the PPP Contract. It will be further assumed that Bidders will have made their own assessment as to all relevant factors for quoting the Base Service Fee in their Financial Bid(s), including the cost of making available the Healthcare Facilities and providing the Healthcare Services in accordance with the terms and conditions of the PPP Contract, case mix, case load, volume of Patients, bed occupancy, average length of stay and other performance or productivity parameters.

- 1.2.8 Any queries or request for additional information concerning this RFP shall be uploaded on the e-procurement portal or submitted by email addressed to apd.ukhsdp@gmail.com before the last date of submission of clarifications as specified in the Bid Information Sheet.

2. INSTRUCTIONS TO BIDDERS

A. ELIGIBILITY AND QUALIFICATION CRITERIA

2.1 Nature of Bidding Entity

- 2.1.1 To qualify, the Bidder may be a single entity or a group of entities with a formal intent to enter into an agreement or under an existing agreement to form a Consortium (a “**Consortium**”). The term Bidder used herein would apply to both a single entity and a Consortium.

- 2.1.2 In accordance with Clause 1.8 of the Bank Guidelines, a Bidder (including any Member of a Consortium) may be a private or public entity. If the Bidder or a Member of a Consortium is a government owned entity, then participation of such Bidder in the Selection process shall be subject to following conditions:

- (a) It is legally and financially autonomous;

- (b) It operates like any commercial enterprise under commercial law and is not subject to sovereign immunity;
- (c) It is not under administrative control of GoUK or the Authority;
- (d) It does not currently receive substantial subsidies or budget support; and
- (e) It does not have the ability to exercise influence or control over the Authority.

2.1.3 A Bidder (including any Member of a Consortium) should not be one of the following entities:

- (a) an entity having a conflict of interest in terms of Clause 1.7 of the Bank Guidelines;
- (b) a firm which has been engaged by the Authority to provide consulting or advisory services in relation to the Selection process or award of the PPP Contract for the Project or that is being proposed as the Independent Expert for the PPP Contract;
- (c) any Affiliate (including a parent firm) of a person mentioned in subparagraph (a) above;
- (d) a firm who engages or employs (whether directly or through secondment) the personnel of a firm that has been engaged by the Authority to provide consulting or advisory services in relation to the Selection process or award of the PPP Contract for the Project or proposed to be the Independent Expert for the PPP Contract; or
- (e) a firm which lends or temporarily seconds its personnel to a firm that has been engaged by the Authority to provide consulting or advisory services in relation to the Selection process or award of the PPP Contract for the Project or is proposed to be the Independent Expert for the PPP Contract.

Any person breaching any of these requirements shall not be eligible to submit a Bid.

2.1.4 If the Selected Bidder is a single entity, it may incorporate a special purpose vehicle under the Companies Act or the LLP Act (the “**SPV**”), to execute the PPP Contract and implement the Project. If a single entity wishes to incorporate an SPV for executing the PPP Contract and implementing the Project, then such Bidder shall, if declared the Selected Bidder, hold not less than 51% (fifty one per cent) of: (i) the legal and beneficial ownership in the Equity of the SPV; and (ii) voting rights in the SPV, for the entire Term.

2.1.5 If the Selected Bidder is a Consortium, it shall incorporate an SPV to execute the PPP Contract and implement the Project. In addition, the Consortium shall comply with the following requirements:

- (a) The number of Members should be limited to 3 (three);
- (b) The Bid should contain the information required for each Member of the Consortium;
- (c) Members of the Consortium shall nominate 1 (one) member as the lead member (the “**Lead Member**”) in compliance with Clause 2.3.2. The nomination of the Lead Member shall be supported by a Power of Attorney in the format at Annexure D, Appendix-I, signed by all the other Members of the Consortium;
- (d) Members of the Consortium shall enter into a binding consortium agreement substantially in the format prescribed in Annexure F, Appendix-I (the “**Consortium Agreement**”) for the purpose of submitting the Bid. The Consortium Agreement shall, inter alia, include the following provisions:
 - (i) the undertaking of the Members to form an SPV with Equity commitment(s) in accordance with this RFP, which SPV will enter into the PPP Contract and subsequently carry out all the responsibilities as Service Provider in terms of the PPP Contract, if the Project is awarded to the Consortium;
 - (ii) the proposed roles and responsibilities of each Member at each stage of the Selection process and thereafter, during the Term of the PPP Contract if the Project is awarded to the Consortium;
 - (iii) commitment from each Member regarding the minimum Equity to be held by such Member;
 - (iv) commitment from each Member whose experience, Turnover and Net Worth will be evaluated for determining whether the Consortium satisfies the Qualification Criteria, that such Member shall: (aa) subscribe to at least 26% (twenty six per cent) or more of the Equity of the SPV; and (bb) at all times during the Term, hold the legal and beneficial ownership of not less than 26% (twenty six per cent) of the Equity of the SPV and 26% of the voting rights in the SPV;
 - (v) commitment from each Member of the Consortium that the Members shall collectively hold at least 51% (fifty one per cent) of the legal and beneficial ownership of the Equity of the SPV and 51% of the voting rights in the SPV, at all times during the Term;
 - (vi) commitment and undertaking from all Members that they shall be liable jointly and severally to the Authority for discharging all the obligations and liabilities of the Service Provider arising under the PPP Contract, whether during or after

the Term;

- (vii) acknowledgement from all Members of the Consortium that the Authority shall be a beneficiary of the commitments and undertakings under the Consortium Agreement with a right to enforce the commitments and undertakings made under such Consortium Agreement; and
- (viii) an acknowledgement and undertaking from all Members of the Consortium that no amendment to the Consortium Agreement shall take effect without the prior written approval of the Authority.
- (e) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Authority.
- (f) No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Selection process or thereafter.

2.2 Eligibility Criteria

This RFP issued by the Authority is only open to Bidders (including all Members of Consortia, if any) that meet each of the requirements stated in Clause 2.1 of the RFP and this Clause 2.2 of the RFP. Each Bidder should meet each of these requirements on the Bid Due Date and during the validity of the Bid. If it is found at any time that the Bidder does not meet these requirements, then the Bidder shall be disqualified and its Bid shall be liable for rejection.

If a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2 of the RFP, shall (unless stated otherwise) include each Member of such Consortium; and the term Affiliate as used in this Clause 2.2, shall include all the Affiliates of each Member of such Consortium.

- 2.2.1 A Bidder shall not be entitled to submit more than one Bid for the Project either individually or as a Member of any Consortium. A Bidder who submits or participates in more than one Bid shall cause all the Bids with the Bidder's participation to be disqualified.
- 2.2.2 A Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or any other practices in breach of Clause 4 of the RFP.
- 2.2.3 No sanction by the World Bank Group shall be subsisting as on the Bid Due Date against a Bidder or any of its employees in terms of the prevailing World Bank Group Anti-Corruption policies and sanctions procedures, including by a public declaration of ineligibility in accordance with Clause 1.16(d) of the Bank Guidelines.

The list of debarred and cross-debarred firms and individuals sanctioned by the World Bank and declared to be ineligible is available at www.worldbank.org/debarr.

2.2.4 A Bidder or its Affiliates, in the 3 (three) years immediately prior to the Bid Due Date, shall not have:

- (a) failed to perform any contract with a government owned or government controlled entity for the operation and maintenance of a healthcare facility and/or for the provision of healthcare services (a “**Government Contract**”); or
- (b) been expelled from any Government Contract by any government owned or government controlled entity; or
- (c) had any Government Contract terminated by any government owned or government controlled entity for breach by such Bidder or its Affiliate,

as evidenced by imposition of damages or penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Affiliate.

2.2.5 A Bidder shall not have a conflict of interest that affects the Selection process (a “**Conflict of Interest**”). Upon disqualification for a Conflict of Interest, the Authority shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder’s Bid (“**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or PPP Contract or otherwise.

A Bidder shall be deemed to have a Conflict of Interest that affects the Selection process, if:

- (a) such Bidder or its Affiliate Controls, is Controlled by or is under common Control with any other Bidder or Affiliate; provided that this disqualification shall not apply if:
 - (i) the person exercising Control is a bank, insurance company, pension fund or financial institution; or
 - (ii) any direct or indirect ownership interest in such other Bidder or Affiliate is less than 26%; or
- (b) such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan, subordinated debt or other funded or non-funded assistance from or to any other Bidder or such other Bidder’s Affiliate; or

- (c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (d) such Bidder or its Affiliate has a relationship with another Bidder or its Affiliate, directly or through common third parties, that puts either or both of 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
- (e) such Bidder or its Affiliate has provided goods, works, consultancy services or non-consulting services to the Authority in the preparation of the Bidding Documents, the design or technical specifications of the Project or otherwise advised in relation to the Project or is proposed to be appointed as the Independent Expert under the PPP Contract; or
- (f) such Bidder has a close business or family relationship with a staff of the Authority who: (i) is directly or indirectly involved in the preparation of the Bidding Documents or specifications of the Project and/or the bid evaluation process; or (ii) would be involved in the implementation or supervision of the Project.

2.2.6 A Bidder or its Affiliates should not have engaged any legal, financial or technical adviser hired by or for the Authority in relation to the Project, in any manner for matters related to or incidental to the Selection process, the award of the PPP Contract or otherwise in relation to the Project. Upon disqualification for a breach of this condition, the Authority shall be entitled to forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and Damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or PPP Contract or otherwise.

If any such adviser is engaged by the Selected Bidder subsequent to the issuance of the LOA but prior to the execution of the PPP Contract for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the PPP Contract and without prejudice to any other right or remedy of the Authority, the Authority shall have the right to: (i) forfeit and appropriate the Bid Security or the Performance Security, as the case may be; and (ii) terminate the LOA or the PPP Contract, as the case may be, without being liable in any manner whatsoever to the Selected Bidder or Service Provider for the same.

For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Affiliate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP.

Legal and technical advisers hired by or for the Authority in relation to the Project are:

Legal Consultant: HSA Advocates

Technical Consultant: Medica Synergie Private Limited

2.3 Qualification Criteria

2.3.1 To be considered as technically qualified for the Project, a Bidder will need to demonstrate that it satisfies the following qualification criteria (the “**Qualification Criteria**”):

(a) **Technical Capacity:** For demonstrating technical capacity and experience (the “**Technical Capacity**”) the Bidder shall, over the past 3 (three) Financial Years immediately preceding the Bid Due Date, have been responsible for:

- (i) operating and managing healthcare facilities having cumulatively Licensed Beds of 100 or more, out of which at least 2 (two) facilities should individually have 25 Licensed Beds or more; or
- (ii) operating and managing a single healthcare facility having Licensed Beds of 100 or more.

Provided that for the purpose of this Clause 2.3.1, only those healthcare facilities shall qualify which have been operated and maintained as a multi-specialty facility for a continuous period of 3 (three) Financial Years immediately preceding the Bid Due Date and continuously offering at least 4 (four) specialty services during such period. For the avoidance of doubt, such healthcare facilities shall be in operation as on the Bid Due Date;

(b) **Financial Capacity:** For demonstrating financial capacity (the “**Financial Capacity**”), the Bidder shall have:

- (i) a minimum average Net-worth of Rs. 10 Crores during the immediately preceding two Financial Years; and
- (ii) a minimum annual Turnover of Rs. 10 Crores from operation and management of healthcare facilities at the close of the immediately preceding Financial Year.

For the purpose of this Clause 2.3.1(b):

“**Net-worth**” means:

- (a) in case of a company under the Companies Act, the sum of subscribed and paid up Equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders;
- (b) in case of a LLP under the LLP Act, the sum of paid up Equity, shares in profit and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to partners in such LLP; and

“**Turnover**” means: the aggregate revenues earned by a company or LLP, as the case may be, from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during the Financial Year.

2.3.2 If the Bidder is a Consortium, then the Technical Capacity and Financial Capacity of the Consortium will be evaluated based on the experience and financial strength of only such Member(s) that has committed to subscribe for and hold legal and beneficial ownership of at least 26% (twenty six per cent) of the Equity of the SPV and 26% of the voting rights in the SPV during the entire Term. The Member meeting the Technical Capacity shall be the Lead Member. If more than one Member demonstrates its experience to satisfy the Technical Capacity, then the Member with the highest Net-worth shall be the Lead Member.

2.3.3 The Bidder or Consortium Members can rely on: (a) the experience of its/their Affiliates to demonstrate Technical Capacity; and (b) the financial strength of its/their Affiliates to demonstrate that it/they meet the Turnover requirement; but not to demonstrate that it/they meet the Net-worth requirement. Further, such Affiliate shall not be merely an investment vehicle or holding company.

If the Bidder or Consortium Member has relied on the experience or financial strength of its Affiliate and a change in Control occurs such that the latter ceases to be an Affiliate of the Bidder or Consortium Member on or after the Bid Due Date, then the Bidder or Consortium Member shall be required to inform the Authority forthwith along with all relevant particulars of such change of Control. If the Authority finds that upon such change of Control occurring, the Bidder or the Consortium is no longer able to demonstrate its Technical Capacity or Financial Capacity, then the Bidder or Consortium shall be disqualified.

B. BID SECURITY & COST OF BIDDING DOCUMENTS

2.4 Bid Security

2.4.1 The Bidder shall furnish as part of its Bid, a bid security for a sum or Rs. 25,00,000 (Rupees Twenty Five Lakhs only) or an equivalent amount of freely convertible foreign currency

determined at the Conversion Rate (the “**Bid Security**”). The Bid Security shall be in the form of an irrevocable and unconditional bank guarantee issued by a bank in India or a foreign bank outside India and confirmed for payment in Dehradun, in favour of the Authority, and which shall be payable promptly upon written demand by the Authority. In case the bank guarantee is issued by a foreign bank outside India, confirmation of the same by any bank in India is required. The Bid Security shall be in the format at Annexure E, Appendix –I. The Bidder shall upload a scanned copy of the original bank guarantee issued by the bank on the e-procurement portal along with its Bid, and shall deliver to the Authority the original thereof on or before the date and time specified in the Bidding Process Schedule.

If the Bidder is a Consortium, then the Bid Security should be in the name of all the Consortium Members.

- 2.4.2 The Bid Security shall have a validity period of not less than 30 days beyond the validity period of the Bid.

If the Bid validity period is extended in accordance with Clause 2.8, then the Bidder shall ensure that the Bid Security submitted by it is extended for an equal period. If a Bidder fails to procure the extension of the Bid Security on a written request of the Authority, the Bid of such Bidder shall stand disqualified on expiry of its Bid Security.

If the Bidder is declared as the Selected Bidder, then the validity of the Bid Security shall be required to be extended until the date on which all of the following conditions have been fulfilled:

- (a) In case the Selected Bidder is a Consortium, the Bidder incorporates a SPV in accordance with the provisions of the Companies Act or the LLP Act to act in the capacity of the Service Provider and to operate and manage the Healthcare Facilities and perform the Healthcare Services under the PPP Contract; and
- (b) the Bidder complies with or causes the Service Provider to comply with the conditions specified at Clause 3.7.1.

- 2.4.3 The Bid shall be summarily rejected if it is not accompanied by the Bid Security or if the original of the Bid Security is not submitted in compliance with Clause 2.4.1 and Clause 2.4.2.

- 2.4.4 Save as provided in Clause 2.4.5 below, the Bid Security of the unsuccessful bidders shall be returned by the Authority, without any interest, as promptly as possible once the PPP Contract for the Project has been signed with the Selected Bidder or when the Selection process is cancelled by the Authority. In any event, the Authority shall return the Bid Security not later than 180 (one hundred and eighty) days from the Bid Due Date, unless: (a) the validity of the Bid Security has been extended in accordance with Clause 2.4.2; or (b) the Bidder has been declared as the Selected Bidder, in which case its Bid Security shall be retained until the

conditions set out in Clause 2.4.2 are fulfilled.

2.4.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* upon occurrence of any of the events specified below:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obtrusive practice as specified in Section 4 of this RFP;
- (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- (c) If the Bidder has a Conflict of Interest or if a Bidder or its Affiliates have engaged any legal, financial or technical adviser of the Authority in breach of Clause 2.2.6;
- (d) In the case of Selected Bidder, if it fails within the specified time limit:
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to incorporate the SPV, if the Selected Bidder is a Consortium;
 - (iii) to fulfil any of the conditions set out in Clause 3.7.1; or
 - (iv) to sign the PPP Contract.
- (e) In the case of the Selected Bidder, if having signed the PPP Contract, the Bidder commits any breach thereof prior to furnishing the Performance Security.

The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period.

2.4.6 The original of the Bid Security shall either be hand delivered or be sent by registered post, speed post or courier to the address below:

Project Director, UKHSDP,
First Floor, Homeopathy Directorate Building, Campus of Department of Medical Health and Family
Welfare- Uttarakhand, Danda Lakhond, P.O. Gujarada, Sahastradhara Road, Dehradun 248001,
Uttarakhand

2.5 Cost of Bidding Documents

- 2.5.1 The Bidder shall furnish as part of its Bid, a demand draft or banker's cheque from a bank for a sum or Rs. 10,000 (Rupees Ten Thousand only) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, as the cost of the Bidding Documents. The Bidder shall upload a copy of the demand draft or banker's cheque on the e-procurement portal along with its Bid, and shall deliver to the Authority the original thereof on or before the date and time specified in the Bidding Process Schedule.
- 2.5.2 The Bid shall be summarily rejected if it is not accompanied by the demand draft or banker's cheque or if the original of the demand draft or banker's cheque is not submitted in compliance with Clause 2.5.1.
- 2.5.3 The original of the demand draft towards the cost of **Bidding Documents** shall either be hand delivered or be sent by registered post, speed post or courier to the address below:

Project Director, UKHSDP,
First Floor, Homeopathy Directorate Building, Campus of Department of Medical Health and Family
Welfare- Uttarakhand, Danda Lakhond, P.O. Gujarada, Sahastradhara Road, Dehradun 248001,
Uttarakhand

C. PREPARATION AND SUBMISSION OF BIDS

2.6 Cost Associated with Preparation and Submission of Proposals

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

2.7 Site Visit and Due Diligence by Bidder

- 2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Site of the existing Healthcare Facilities for the Project and ascertaining for themselves the Site conditions, location, surroundings, climate, availability of power, water and other utilities for development, access to Site, infrastructure, condition of existing assets, human resource availability, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them.
- 2.7.2 For the purpose of examination of the Site, the Authority undertakes to organise official Site visit on the dates specified in the Bidding Process Schedule. During the visit, the Authority shall provide assistance to the Bidders in accessing the Site and any other reasonable assistance that may be requested by the Bidders. The cost of visit shall be solely borne by the Bidders. The size of the team of the Bidder should be limited to those people essential to the due diligence.

2.7.3 All the information disclosed by officials of the Authority or any government authority or advisors to the Authority, in relation to the Project, whether oral or documentary, shall be strictly confidential and remain proprietary information. No representation or warranty (express or implied) is given and no liability is accepted by the Authority or its officers, directors or any government authority or any of their advisers or representatives, as to the accuracy, reliability, completeness, reasonableness or materiality of the information supplied during the Site visit (“**Information**”) or for any errors, omissions or misstatements, negligent or otherwise, in relation thereto, and the Bidder shall make its own assessments, analyses, compilations and projections.

The Information provided may not necessarily be a complete description of all matters that would be material for consideration by a potential Bidder and no representation or warranty (express or implied) is given in this regard.

The Bidder is deemed to have expressly agreed that it gives up any right or claim for bringing any action against the Authority or its officers, directors or any of its advisers or representatives, or officials of any government authority, in relation to the accuracy, reliability, completeness, reasonableness or materiality of the Information supplied or provided for such due diligence.

2.7.4 Any additional visit to the Site of the existing Healthcare Facilities may be arranged, subject to a request being made by the Bidders to the Authority at least 7 days in advance of such visit. It is clarified that no visit shall be permitted at any time after the Bid Due Date.

2.8 Validity of Bids

The Bids shall be valid for a period specified in the Bid Information Sheet. A Bid valid for a period shorter than that specified will be rejected by the Authority as being non-responsive. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

2.9 Language of Bid

2.9.1 The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language.

2.9.2 Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for purposes of interpretation of the Bid, the English translation shall govern. The translated literature shall be notarised by a public notary. Supporting materials which are not translated into English may not be considered by the Authority.

2.10 Qualification Bid Submissions

2.10.1 The Bidder shall submit the following documents as part of its Qualification Bid:

- (a) the Bid Letter (in the format specified at Appendix – I, **ANNEXURE A**);
- (b) Information regarding the Bidder (in the format specified at Appendix – I, **ANNEXURE B**);
- (c) Power of Attorney authorizing the authorized signatory to sign the Bid (in the format prescribed at Appendix – I, **ANNEXURE C**); and if the Bidder is a Consortium, then such Power of Attorney should be executed by the Lead Member in favour of the authorized signatory;
- (d) Power of Attorney authorizing the Lead Member to act on behalf of the Consortium (in the format prescribed at Appendix – I, **ANNEXURE D**) if the Bidder is a Consortium;
- (e) the Bid Security (in the format prescribed at Appendix – I, **ANNEXURE E**);
- (f) the demand draft or banker's cheque for Rs. 10,000 or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, as the cost of the Bidding Documents;
- (g) the Consortium Agreement (in the format prescribed at Appendix –I, **ANNEXURE F**), if the Bidder is a Consortium;
- (h) the Statement of Technical Capacity of the Bidder (in the format prescribed at Appendix –I, **ANNEXURE G**); and if the Technical Capacity of an Affiliate of the Bidder or Consortium Member is being relied on, then a statutory auditor's certificate regarding the Affiliate relationship (in the format prescribed at Appendix-I, **ANNEXURE G**);
- (i) Details of each eligible healthcare facility to demonstrate that the Bidder satisfies the Technical Capacity requirement (in the format prescribed at Appendix-I, **ANNEXURE H**); such details to be accompanied by: (i) the license or registration issued by the appropriate licensing authority in respect of such eligible healthcare facility; and (ii) a certificate from the statutory auditor of the Bidder or Consortium Member in respect of such eligible healthcare facility (in the format prescribed at Appendix-I, **ANNEXURE H**);
- (j) the Statement of Financial Capacity of the Bidder along with the certificate from the statutory auditor of the Bidder specifying the average Net-worth of the Bidder in the

two Financial Years immediately preceding the Bid Due Date and the annual Turnover of the Bidder from the operation and management of healthcare facilities at the close of the Financial Year immediately preceding the Bid Due Date; provided that if the Bidder is a Consortium, then each Member whose Financial Capacity is being relied on shall submit such certificate from its statutory auditor (in the format prescribed at Appendix-I, **ANNEXURE I**);

- (k) the audited financial statements and annual report of the Bidder for the two Financial Years immediately preceding the Bid Due Date; provided that:
 - (i) if the Bidder is a Consortium, then each Member whose Financial Capacity is being relied on shall submit its audited financial statements and annual report for the two Financial Years immediately preceding the Bid Due Date; and
 - (ii) if the audited financial statements and annual report of the Bidder or a Consortium Member, as the case may be, is not available for the Financial Year immediately preceding the Bid Due Date, the Bidder or Consortium Member shall submit either:
 - (1) the audited financial statements and annual reports for the two Financial Years immediately preceding such last Financial Year; or
 - (2) the provisional unaudited financial statement and annual report for such last Financial Year (certified by the Statutory Auditor) **and** the audited financial statement and annual report for the Financial Year preceding such last Financial Year.

If the Bidder submits the provisional financial statement and annual report and is declared to be the Selected Bidder for the Project, it shall, within 30 (thirty) days of issuance of the LOA and in any event before the signing of the PPP Contract for the Project, submit the audited financial statements and annual report for such last Financial Year to the Authority; and

- (l) the Proposal checklist (in the format specified at Appendix-I, **ANNEXURE J**).

2.10.2 The Qualification Bid submissions shall be in the formats prescribed and each format shall be completed as per the instructions in that format.

2.10.3 The Bidder shall upload scanned copies of each of the documents to be submitted along with its Qualification Bid on the e-procurement portal. In addition, the Bidder shall deliver to the Authority the originals of: (i) Bid Security; (ii) the Power of Attorney(s); and (iii) the demand draft or banker's cheque towards the cost of the **Bidding Documents**, on or before the date and

time specified in the Bidding Process Schedule.

The originals of the aforementioned documents forming part of the Qualification Bid shall either be hand delivered or be sent by registered post, speed post or courier to the address below:

Project Director, UKHSDP,
First Floor, Homeopathy Directorate Building, Campus of Department of Medical Health and Family
Welfare- Uttarakhand, Danda Lakhond, P.O. Gujarada, Sahastradhara Road, Dehradun 248001,
Uttarakhand

2.11 Financial Bid Submission

2.11.1 The Bidder is required to submit a Financial Bid to quote its Base Service Fee for the first year of operations for the Project.

The Bidder shall insert the Base Service Fee on the e-procurement portal in the specified format available at <https://uktenders.gov.in/nicgep/app>. The Bidder shall also be required to upload scanned copies of the Financial Bid in the format specified at Appendix - II on the e-procurement portal. The Bidder shall not be required to submit physical copies of the Financial Bid submitted by it.

2.11.2 The Bidder is required to quote the Base Service Fee:

- (a) as a single lump sum service fee for operating and maintaining the Healthcare Facilities and for providing the Healthcare Services to the assumed base volume of patients for the Healthcare Facilities in the first year of operations in accordance with the terms of the PPP Contract; and
- (b) that is inclusive of all costs, expenses, risks, taxes, overheads and profits of the Bidder for operating and maintaining the Healthcare Facilities and for providing the Healthcare Services to the assumed base volume of patients in accordance with the terms of the PPP Contract, excluding only service tax.

2.11.3 The Bidder must quote its Base Service Fee for the Project only in Indian Rupees, upto 2 decimal places and in both words and figures.

If the Bidder is an Indian Bidder, then such Bidder shall only be permitted to receive payments in INR, if chosen as the Selected Bidder.

If the Bidder is a foreign Bidder, then such Bidder shall be permitted to quote up to three currencies of payment for expected inputs from outside India, expressed as a percentage of the total Base Service Fee quoted by it, provided that such currencies of payment shall be limited

to INR, USD and EUR. If such foreign Bidder is selected as the Selected Bidder for the Project, then the Base Service Fee shall be paid in the currency or currencies in which payment has been requested by it in its Bid. For the purpose of such payment in a currency other than INR, the Conversion Rate determined as on the date falling 30 (thirty) days prior to the Bid Due Date shall apply.

- 2.11.4 By submitting Financial Bid for the Project, the Bidder shall be deemed to have agreed to all of the terms and conditions of the PPP Contract issued along with the RFP and the addendums thereto, without any conditions, reservations or deviations. The PPP Contract shall be deemed to form part of the Bidder's Financial Bid.

2.12 Signing of Bid Prior to Electronic Submission

- 2.12.1 The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page. The pages of the Bid shall be numbered serially.
- 2.12.2 In case of printed and published documents, only the cover and the last page shall be initialled.
- 2.12.3 All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the authorized signatory of the Bidder.

2.13 Electronic Submission of Bids

- 2.13.1 The Bidders shall upload their Qualification Bids and Financial Bids through e-procurement platform. **No other mode of submission is permitted.** The Bidding is through website <https://uktenders.gov.in/nicgep/app>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The authorized signatories of the prospective Bidders are required to register on the portal. The authorized signatories of the Bidders must have an ID and Digital Signature Certificate (**DSC**) from designated firms listed on the e-procurement portal and register with the website using the allotted ID and DSC.

Bidders are requested to go through the RFP carefully and submit the required information without exception to avoid the risk of rejection of Bids.

- 2.13.2 All the documents submitted as part of the Bid are required to be signed digitally by the Bidder. After submission of the Bid the Bidder will be provided with a system generated, time stamped unique bid reference number which shall be treated as acknowledgement of bid submission.
- 2.13.3 The Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, the Bidder may format the prescribed formats making due provision for incorporation of the requested information.

2.13.4 Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Bidder.

2.13.5 The Authority shall not be responsible for any delays, in submission of Bids, loss or non-receipt of Bids.

2.14 Bid Due Date

2.14.1 Bids should be uploaded on or before 1300 hours IST on the Bid Due Date on the e-procurement portal of the Government of Uttarakhand in the manner and form as detailed in this RFP.

2.14.2 The Authority may, at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.19 uniformly for all Bidders. In such a case, all rights and obligations of the Authority and the Bidders will thereafter be subject to the Bid Due Date as extended.

2.15 Late Bids

The Bidders will not be permitted to upload Bids after the deadline for submission/uploading of Bids (as per the e-procurement platform time) prescribed by the Authority.

2.16 Substitution, Modification or Withdrawal of Bids

2.16.1 The Bidder may, in accordance with the terms of this RFP, substitute, modify or withdraw its Bid after submission at any time prior to Bid Due Date.

2.16.2 The Bidders can view the status of their Bids on the <https://uktenders.gov.in/nicgep/app> section of the e-procurement portal and decrypt their Bids (i.e. in case the Bid has been encrypted using passkeys) for substitution or modification at any time before the Bid Due Date.

2.16.3 For substitution or modification of the Bids, the Bidders may access the link <https://uktenders.gov.in/nicgep/app> on the e-procurement portal and make any substitution or modifications to their Bids at any time prior to the Bid Due Date. For this purpose, substitution or modifications by other means will not be accepted. On the e-procurement portal substitution or modifications of Bids is allowed any number of times prior to the Bid Due Date.

2.16.4 For withdrawal of the Bids, the Bidders may access the link <https://uktenders.gov.in/nicgep/app> on the e-portal and withdraw their Bids at any time prior to the Bid Due Date. Provided that in the event the Bids cannot be withdrawn through the e-portal, the Bidder may withdraw its Bid by issuing a written notice of withdrawal to the Authority, provided that written notice of the withdrawal is received by the Authority prior to Bid Due Date. Such written notice should be duly signed by the authorised signatory of the Bidder and should be properly sealed, and shall include a copy of the authorization. The Bidder shall not be permitted to withdraw its Bid on or after the specified time on the Bid Due Date.

2.16.5 The withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being marked “**WITHDRAWAL**” and either be hand delivered or be sent by registered post, speed post or courier to the address below:

Project Director, UKHSDP,
First Floor, Homeopathy Directorate Building, Campus of Department of Medical Health and Family Welfare- Uttarakhand, Danda Lakhond, P.O. Gujarada, Sahastradhara Road, Dehradun 248001,
Uttarakhand

2.16.6 If the Authority receives a withdrawal notice before the specified time on the Bid Due Date, then the Authority shall not open its Qualification Bid and in the event the hard copies have been received, the same shall be returned to such Bidder unopened. For the avoidance of doubt, the Bid Security of such Bidder shall be returned forthwith.

D. GENERAL INSTRUCTIONS TO BIDDERS

2.17 Clarifications

2.17.1 Bidders requiring any clarification on the Bidding Documents may upload their clarifications on the e-procurement portal at any time prior to the date and time mentioned in the Bidding Process Schedule.

2.17.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders within the period specified therein, but normally no later than 15 (fifteen) days prior to the Bid Due Date. The responses to the clarifications will be uploaded on the e-procurement portal. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.17.2 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.17.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority. These will be put up on the Authority’s website and may be accessed by the Bidder by accessing the following link: <https://uktenders.gov.in/nicgep/app>.

2.18 Pre-Bid Conference

2.18.1 The Pre-Bid Conference shall be convened at the designated date, time and place. Only those persons who have downloaded the Bidding Documents from the e-procurement portal of the

Government of Uttarakhand in accordance with the terms of this RFP shall be allowed to participate in the Pre-Bid Conference. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

- 2.18.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate or facilitating a fair, transparent and competitive Selection process.
- 2.18.3 Any revision to the Bidding Documents listed in the RFP that may become necessary as a result of the Pre-Bid Conference or the queries and clarifications received from the Bidders will be made by the Authority exclusively through the issue of an Addendum pursuant to RFP.

2.19 Issuance of Addendums

- 2.19.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder or sought at the Pre-Bid Conference, modify the Bidding Documents by the issuance of an addendum (“**Addendum**”).
- 2.19.2 Any Addendum thus issued will be uploaded on the e-procurement portal.
- 2.19.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

2.20 Issuance of Revised Bidding Documents

- 2.20.1 The Authority shall use its best efforts to issue the revised Bidding Documents reflecting all the amendments and changes agreed to by the Authority, on the date specified in the Bidding Process Schedule. The revised Bidding Documents issued by the Authority shall be definitive and binding.
- 2.20.2 The Authority will assume that the information contained in or provisions of the revised Bidding Documents will have been taken into account by the Bidder in its Bid. The Authority assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Bidding Documents or for any consequent losses suffered by the Bidder.

2.21 Availability of Information

- 2.21.1 The information relating to or in connection with the Project, the Selection process and the Bidding Documents, including: all notices issued by the Authority to all Bidders in accordance with this RFP; queries and responses or clarifications; the PIM; Addenda; and the revised Bidding Documents shall be uploaded on the e-procurement portal specified in the Bid

Information Sheet.

- 2.21.2 All such information shall be made available for examination and review by the Bidders until the Bid Due Date.
- 2.21.3 If, at any time prior to the Bid Due Date, a Bidder faces any technical issue or technical error in accessing the website specified in the Bid Information Sheet, the Bidder may seek assistance from the Authority by sending a written e-mail request to: dgprocurementcell.uk@gmail.com, aschauhan_in@yahoo.co.in with a copy marked to apd.ukhsdp@gmail.com or call at 180030702232, 0135-2710872 or +91-7878007972/3.

The Authority will use its best endeavours to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Bidder, within 7 days of receipt of such request.

2.22 Proprietary Data and Confidentiality

- 2.22.1 The Bidding Documents provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the 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.
- 2.22.2 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 Selection process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Selection process.
- 2.22.3 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 is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law (including under the Right to Information Act, 2005) or in connection with any legal process.
- 2.22.4 The Authority shall not be required to return any Bid or part thereof or any information provided along with the Bid to the Bidders, other than in accordance with provisions of this RFP.

2.23 Acknowledgement by Bidder

- 2.23.1 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents, all the

information on the website specified in the Bid Information Sheet and all other information made available by the Authority, including the Addenda, clarifications and interpretations issued by the Authority;

- (b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.2.7 above;
- (c) satisfied itself about all matters, things and information including matters referred to in Clause 1.2.7 necessary and required for submitting an informed Bid, execution of the Project in accordance with the PPP Contract and performance of all of its obligations thereunder;
- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 1.2.7 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the PPP Contract; and
- (e) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.23.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Selection process, including any error or mistake therein or in any information or data given by the Authority.

2.24 Correspondence with the Bidder

Bids shall be deemed to be under consideration immediately after they are opened and until such time that the Authority officially intimates Bidders of award or rejection of their Bids. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are not allowed to contact or correspond with the Authority and/or its employees/representatives by any means on any matter related to the Bids under consideration, save as expressly permitted by this RFP.

2.25 Rights of the Authority

Notwithstanding anything contained in the Bidding Documents, the Authority reserves the right, in its sole discretion and without incurring any obligation or liability, to:

- (a) accept or reject any Bid and to annul the Selection 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; or

- (b) accept or reject the Bid of the Lowest Bidder or any other Bid received by the Authority; or
- (c) suspend and/or cancel the Selection process and/or amend and/or supplement the Selection process or modify the dates or other terms and conditions relating thereto; or
- (d) consult with any Bidder in order to receive clarification in writing or further information and reject a Bid if supplemental information is not received in a timely manner in accordance with Clause 3.4 of this RFP; or
- (e) retain any information and/or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; or
- (f) 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.

2.26 Waiver and Release by Bidders

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

2.27 Governing Law and Jurisdiction

The Selection process shall be governed by, and construed in accordance with, the laws of India and the courts at Dehradun shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection process.

3. OPENING AND EVALUATION OF BIDS

3.1 Opening of Bids

- 3.1.1 The Authority shall open only the Bids received on or before 1300 hours on the Bid Due Date. The Qualification Bids shall be opened on at 1500 hours on 28th June, 2017, at the address specified below or any other address communicated to the Bidders:

Project Director, UKHSDP,

First Floor, Homeopathy Directorate Building, Campus of Department of Medical Health and Family Welfare- Uttarakhand, Danda Lakhond, P.O. Gujarada, Sahastradhara Road, Dehradun 248001, Uttarakhand

The Bids shall be opened in the presence of the designated representatives of the Bidders who choose to attend.

- 3.1.2 The names of all Bidders who have submitted Bids will be read out, and other such details as the Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- 3.1.3 The Qualification Bids will be opened at the time mentioned in the Bid Schedule. The Authority will prepare a record of the opening of each part of the Bids that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 3.1.4 Once all the Qualification Bids have been opened, they will be evaluated for responsiveness and to determine whether the Bidders satisfy the Eligibility Criteria and the Qualification Criteria. The procedure for evaluation of the Qualification Bids is set out at Clause 3.2.
- 3.1.5 The Qualified Bidders will be informed of a date, time and place for the opening and evaluation of their Financial Bids.
- 3.1.6 The Financial Bids of only the Qualified Bidders will be considered for opening on the date intimated to the Qualified Bidders. The Financial Bids will be opened in the presence of the representatives of the Qualified Bidders that choose to be present. Representatives of Bidders that are not declared as Qualified Bidders will not be permitted to attend the opening of Financial Bids. The procedure for evaluation of the Financial Bids is set out at Clause 3.3.
- 3.1.7 Bidders are advised that the qualification of Bidders and evaluation of the Bids 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.
- 3.1.8 Any information contained in a Bid will not in any manner be construed as binding on the Authority, its agents, successors or assigns; but will be binding on the Bidder, in the event that the PPP Contract for the Project is subsequently awarded to it on the basis of such information.

3.2 Evaluation of Qualification Bids

- 3.2.1 The Qualification Bids will first be evaluated for responsiveness to the RFP. The tests of responsiveness are set out in Clause 3.2.2 and 3.2.3 below.
- 3.2.2 The Qualification Bid is required to be an un-priced proposal to establish that the Bidder satisfies the Eligibility Criteria and the Qualification Criteria. If the Qualification Bid contains any financial or other commercial information, such Qualification Bid shall be rejected as being

non-responsive.

The originals of the documents listed in Clause 2.10.3 are required to be submitted on or before the time and date specified in the Bidding Process Schedule. If the originals of these documents are not submitted by the Bidder to the Authority on or before the specified time and date, then notwithstanding that the scanned copies of these documents are submitted on the e-procurement portal, the Qualification Bid of such Bidder shall be rejected as being non-responsive.

3.2.3 If any Qualification Bid (including any of the documents required to be submitted as part of the Qualification Bid in accordance with Clause 2.10.2) is found:

- (a) Not to be complete in all respects (i.e., either that the Qualification Bid does not contain all the documents that is required by Clause 2.10.2 or any such document does not contain the information required by the RFP); or
- (b) Not duly signed by the authorized signatory of the Bidder (i.e., either that the Qualification Bid or any document is not signed or if the authorized signatory is not duly authorized to sign the Bid on behalf of the Bidder); or
- (c) Not to be in the prescribed formats; or
- (d) To contain any material deviations, conditions or reservations,

then such Qualification Bid shall be deemed to be substantially non-responsive. For this purpose, a “**material deviation, condition or reservation**” is one that: (i) affects in any substantial way, the scope or the terms and conditions of the PPP Contract; or (ii) limits in any substantial way that is inconsistent with the Bidding Documents, the Authority’s rights or the Service Provider’s obligations under the PPP Contract; or (iii) would affect unfairly the competitive position of other Bidders submitting substantially responsive Qualification Bids.

The Authority reserves the right to reject any Qualification Bid which is substantially non-responsive and no request for alteration, modification, substitution or withdrawal by the Bidder shall be entertained by the Authority in respect of such Qualification Bid. Before exercising its right to reject any Qualification Bid which is substantially non-responsive, the Authority reserves the right to, but is under no obligation to, seek clarifications from the Bidder in respect of its Qualification Bid.

The Authority shall not entertain any request for alteration, modification, substitution or withdrawal in respect of any Qualification Bid that it finds to be substantially non-responsive.

3.2.4 The Authority will further evaluate only those Qualification Bids that are found to be responsive, to determine whether such Bidders satisfy the Eligibility Criteria and the Qualification Criteria.

- 3.2.5 In order to determine whether a Bidder that has submitted a responsive Qualification Bid satisfies the Eligibility Criteria and the Qualification Criteria, the Authority will examine and rely on the documents submitted by the Bidder as part of its Qualification Bid. The Authority will have the right, but no obligation, to seek additional information or documents from the Bidder in accordance with Clause 3.4 or to verify any statement, information or document submitted by the Bidder in accordance with Clause 2.10.2.

The Authority will have the discretion to construe the information provided in the Qualification Bid and any additional information provided by the Bidder or obtained pursuant to an independent verification in such manner as it deems fit.

- 3.2.6 After completion of the evaluation of the Qualification Bids, the Authority will publish online the results of the evaluation of Qualification Bids and notify Qualified Bidders of the date, time and place of evaluation of the Financial Bids for the Project. Provided that the date of opening of Financial Bids shall be at least 10 days after the date on which the results of the evaluation of Qualification Bids are published online by the Authority.
- 3.2.7 The Financial Bids of those Bidders who are not declared as Qualified Bidders shall not be opened by the Authority.

3.3 Evaluation of Financial Bids

- 3.3.1 Upon opening of the Financial Bids of the Qualified Bidders, the Authority will first evaluate the Financial Bids for the Project for responsiveness to the RFP. If any Financial Bid is found:

- (a) not to be complete in all respects;
- (b) without the digital signature, or
- (c) to contain any material deviations, conditions or reservations,

then such Financial Bid shall be deemed to be substantially non-responsive.

A substantially non-responsive Financial Bid shall be rejected outright. The Authority shall not seek or receive any clarifications on or modifications to the Base Service Fee quoted by the Bidder.

The Authority shall not entertain any request for alteration, modification, substitution or withdrawal in respect of any Financial Bid that it finds to be substantially non-responsive.

- 3.3.2 The Authority will further evaluate only those Financial Bids of Qualified Bidders that have been found to be substantially responsive.
- 3.3.3 For selecting the Bidder for award of the PPP Contract for the Project, the objectives of the Authority are two-fold:
- (a) to select the Selected Bidder for the Project; and
 - (b) to select a Bidder that: (1) is a Qualified Bidder; (2) has submitted a substantially responsive Financial Bid; and (3) is the Lowest Bidder, that will result in the lowest expenditure for the Authority. The Qualified Bidder meeting all these criteria shall normally be the “**Selected Bidder**”.
- 3.3.4 For the evaluation of the Financial Bids, the Authority will follow the procedure set out below for selecting the Selected Bidder for the Project:
- (a) The Authority shall first tabulate the Base Service Fee quoted by each Qualified Bidder that has submitted a substantially responsive Financial Bid for the Project.
 - (b) In the course of tabulation, the Authority shall check for arithmetical errors in each Financial Bid being evaluated. Arithmetical errors will be rectified by the Authority on the following basis: (i) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; (ii) if there is an error in a total corresponding to the addition of subtotals, the subtotals shall prevail and the total shall be corrected; and (iii) if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
 - (c) The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and, with the concurrence of the Qualified Bidder, shall be considered as binding upon the Qualified Bidder. If the Qualified Bidder does not accept the corrected amount, the Financial Bid will be rejected, and the Bid Security of the Qualified Bidder may be forfeited in accordance with the terms of this RFP.
 - (d) Once the Base Service Fee quoted by the Qualified Bidders in their substantially responsive Financial Bids has been corrected and tabulated, the Authority shall rank the Qualified Bidders for the Project based on the Base Service Fee determined and tabulated by the Authority. The Qualified Bidder that has quoted the lowest Base Service Fee will be the Lowest Bidder and will be ranked B1; the Qualified Bidder that has quoted the second lowest Base Service Fee will be ranked B2 and so on.

It is clarified that only the Base Service Fee as corrected and tabulated shall be taken

into account for the purpose of evaluation of Financial Bids, not the components of the Base Service Fee submitted by the Bidder.

- (e) The Qualified Bidder that is ranked B1 will be the Lowest Bidder and shall ordinarily be selected as the Selected Bidder for the Project.
- (f) If two or more Qualified Bidders have been ranked B1 then the Qualified Bidder that has demonstrated the highest average Net-worth for two Financial Years immediately preceding the Bid Due Date shall be selected as the Selected Bidder for the Project.
- (g) If the Lowest Bidder withdraws or is not selected for any reason in the first instance, the Authority may invite the Qualified Bidder ranked B2 to revalidate or extend its Bid Security, as necessary, and select such Qualified Bidder as the Selected Bidder.

3.4 Authority's Right to Seek Clarifications

- 3.4.1 In evaluating the Qualification Bids, the Authority may seek clarifications from the Bidder regarding the information in the Qualification Bid by making a request to the Bidder. The request for clarification and the response shall be in writing. Such response(s) shall be provided by the Bidder to the Authority within the time specified by the Authority for this purpose.

No change in the price or substance of the Bid shall be sought, offered, or permitted, including through any voluntary increase or decrease in the Base Service Fee, except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Financial Bids in accordance with Clause 3.3.4.

- 3.4.2 If a Bidder does not provide clarifications sought by the Authority within the prescribed time, the Authority may elect to reject its Bid. If the Authority elects not to reject the Bid, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall not be allowed to subsequently question such interpretation by the Authority.

3.5 Authority's Right to Verify Information

- 3.5.1 In addition to the right to seek clarifications, the Authority shall have the right, but no obligation, to verify all statements, information and documents submitted by Bidders in response to the RFP. Any such verification or lack thereof by the Authority will neither relieve Bidders of their obligations or liabilities nor affect any rights of the Authority under this RFP.
- 3.5.2 The Authority may proceed to evaluate the Bid based on information obtained pursuant to such verification and the Bidder shall not be allowed to subsequently question such evaluation by

the Authority.

3.6 Issuance of Letter of Award

3.6.1 After selection, the Authority shall issue a Letter of Award (the “LOA”) in duplicate to the Selected Bidder for the Project:

- (a) declaring it as the Selected Bidder for the Project;
- (b) accepting its Financial Bid (subject to any corrections made)
- (c) requesting it to return the signed LOA in accordance with Clause 3.6.2; and
- (d) subject to such fulfilment, requesting it to fulfil the conditions precedent to execution of the PPP Contract and execute the PPP Contract for the Project in accordance with Clause 3.7.

The LOA will constitute the formation of the contract between the Authority and the Selected Bidder for the Project.

3.6.2 The Selected Bidder for the Project shall, within 7 (seven) business days of receipt of the LOA, sign and return the duplicate copy of the LOA as acceptance thereof and further accepting without any material deviations, conditions or reservations the terms and conditions of the PPP Contract issued by the Authority. If the duplicate copy of the LOA duly signed by the Selected 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 Damages and disqualify the Selected Bidder for the Project.

If the Authority elects to disqualify the Selected Bidder for the Project, then the Authority may:

- (a) invite the Qualified Bidder ranked B2 or B3, as the case may be, for the Project to revalidate or extend its Bid Security, as necessary, and select such Qualified Bidder as the Selected Bidder for the Project; or
- (b) annul the Selection process for the Project.

Provided that in case fresh Bids are invited, only those Bidders which extend their Bid Securities for the period as may be specified by the Authority shall be eligible for submission of fresh Financial Bids and the procedure for evaluation specified in this RFP shall be followed *mutatis mutandis*.

The Authority may exercise option (a) only during the bid validity period, as may be extended from time to time.

3.7 Execution of the PPP Contract

- 3.7.1 The Selected Bidder for the Project shall be required to fulfil the following within 45 days of the receipt of the LOA, as conditions precedent to the execution of the PPP Contract:
- (a) submit the audited financial statements and annual report for the Financial Year immediately preceding the Bid Due Date, if the Selected Bidder has only submitted the provisional financial statement and annual report for such Financial Year. Provided that, this condition precedent shall not be considered to be fulfilled if the audited financial statements and annual reports for the two Financial Years immediately preceding the Bid Due Date fail to demonstrate that the Bidder meets the Financial Capacity requirements;
 - (b) incorporate the SPV that will be the Service Provider (this condition is mandatory if the Bidder is a Consortium and optional if the Bidder is a single entity);
 - (c) subscribe for and hold the legal and beneficial ownership of the Equity of the SPV and voting rights in accordance with its commitments under this RFP;
 - (d) submit the Performance Security to the Authority in accordance with the terms of the PPP Contract; and
 - (e) any other condition precedent as may be specified in the PPP Contract and that is capable of being satisfied on or before the date of execution of the PPP Contract.
- 3.7.2 Subject to fulfilment by the Selected Bidder of the conditions precedent to signing, the Selected Bidder shall execute the PPP Contract within 45 days of the receipt of the LOA and on the date nominated by the Authority. The PPP Contract shall be executed in the form issued by the Authority, with minimal changes or amendments being made to reflect facts or to correct minor errors.
- 3.7.3 The Authority shall not entertain any request from the Selected Bidder for negotiations of or deviations to the PPP Contract provided by the Authority under Clause 3.7.2.
- 3.7.4 If the Selected Bidder for the Project: (a) fails to fulfil the conditions precedent to execution of the PPP Contract; or (b) the Selected Bidder or the SPV incorporated by it fails to execute the PPP Contract on the specified date; or (c) the Selected Bidder seeks to materially negotiate or seeks any material deviations, conditions or reservations to its Bid or to the PPP Contract, then the Authority may elect to excuse such failure (but only in the circumstances in paragraphs (a) or (b)) or to provide a time extension OR disqualify the Selected Bidder and revoke the LOA. Upon disqualification of the Selected Bidder and revocation of the LOA, the consequences set out at Clause 3.6.2 shall follow.

3.8 Misrepresentation in the Bid

3.8.1 If the Authority finds at any time after the Bid Due Date or after the issuance of the LOA or execution of the PPP Contract, that:

- (a) one or more of the Eligibility Criteria or the Qualification Criteria has not been met by the Bidder; or
- (b) the Bidder has made material misrepresentation or has given any materially incorrect or false information in its Bid or pursuant to a request from the Authority,

then the Authority shall disqualify the Bidder and reject its Bid forthwith and cancel the LOA or terminate the PPP Contract forthwith, as the case may be, by a written notice to the Bidder.

3.8.2 Such rejection, cancellation or termination shall be without the Authority being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be. The Authority shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as compensation and damages payable to the Authority for time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, contractors, agents and advisers shall observe the highest standard of ethics during the Selection process and subsequently if nominated as the Selected Bidder, after the issue of the LOA and during the subsistence of the PPP Contract.

Should any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice or obstructive practice of any kind come to the knowledge of the Authority it will in the first place allow the Bidder to provide an explanation and shall take actions only if the Authority is not satisfied with the explanation is not received. Such actions and reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the concerned Bidder. Any communications between the Bidder and the Authority related to the matters of alleged corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice in the Selection process shall be in writing.

4.2 If corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice or obstructive practice in the Selection process of any kind is determined by the Authority against any Bidder acting directly or indirectly or through any of its personnel, agents, employees or consultants, the Authority shall, notwithstanding anything to the contrary contained herein, or in the LOA or the PPP Contract:

- (a) reject the Bid, withdraw the LOA, or terminate the PPP Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority; and
 - (b) declare, at its discretion that the concerned Bidder is ineligible to participate in further procurement proceedings either indefinitely or for a specific period of time.
- 4.3 The Bidders acknowledge that the Bank may sanction the Bidder or any individual acting on its behalf, at any time, in accordance with the Bank’s prevailing Anti-Corruption policies and procedures, either indefinitely or for a specific period of time in terms of Clause 1.16 of the Bank Guidelines, if such Bidder is found to engage in a corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice or obstructive practice.
- 4.4 The Bidder agrees to provide and to cause its employees, consultants, agents, sub-contractors and suppliers to permit the Authority and/or the Bank to inspect all accounts, records and other documents relating to the submission of its Bid and if appointed as the Service Provider for the Project, relating to its performance under the PPP Contract, and to have them audited by auditors appointed by the Authority and/or the Bank.
- 4.5 By submitting a Bid in accordance with this RFP, the Bidder undertakes that it has complied with and shall continue to comply with applicable Indian laws against fraud, corruption and bribery, including the Indian Penal Code, 1860 and the Prevention of Corruption Act, 1988.
- 4.6 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**corrupt practice**” means offering, giving, promising to give, receiving or soliciting, either directly or indirectly, of anything of value (whether as a gratuity, employment or otherwise) to any officer or employee of the Authority or other public or private authority or individual, as an inducement with respect to or other improper influence on any act or decision or method followed by the Authority in connection with the Selection process or the execution or performance of the PPP Contract;
 - (b) “**fraudulent practice**” means any act or omission, including any misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Authority to obtain a financial or other benefit or to avoid an obligation in relation to the Selection process or the execution and performance of the PPP Contract;
 - (c) “**collusive practice**” means a scheme or arrangement between 2 (two) or more persons,

with or without the knowledge of the Authority, that is designed to arbitrarily reduce the number of Bids submitted or fix the Base Service Fee quoted at artificial, non-competitive levels, thereby denying the Authority the benefits of a competitive price arising from genuine and open competition;

- (d) “**coercive practice**” means harming or threatening to harm, directly or indirectly, persons or their property to improperly influence any action or decision of the Authority in relation to the Selection process or the execution of the PPP Contract;
- (e) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection process; or (ii) having a Conflict of Interest;
- (f) “**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 Selection process; and
- (g) “**obstructive practice**” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, collusive, undesirable or restrictive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; and/or any act intended to materially impede the exercise of the Authority’s and/or the Bank’s inspection and audit rights provided under Clause 4.4 above.

5. **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) and the other Bidding Documents (including the PIM) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP. The Bidding Documents include statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. The Bidding Documents and any assumptions, assessments and statements made therein, do not purport to contain all the information that each Bidder may require. The Bidding Documents may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the

investment objectives, financial situation and particular needs of each party who reads or uses the Bidding Documents. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, information contained in the Bidding Documents and extent of difficulties, risks and hazards that are likely to arise or that may be faced by the Bidder, if selected as the Selected Bidder, in the course of performance of its obligations under the PPP Contract and obtain independent advice from appropriate sources.

Information provided in the Bidding Documents to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder(s) 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 the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents or arising in any way for participation in this Bid.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in the Bidding Documents.

The Authority 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 the Authority is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection process.

APPENDIX – I: FORMATS FOR QUALIFICATION BID

**ANNEXURE A
Letter Comprising the Bid**

[To be printed on Bidder/Lead Member letterhead]

From

[insert name of Bidder/Lead Consortium Member]

[insert address]

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Qualification Bid for Strengthening District Level Healthcare Facilities in Tehri District, Uttarakhand, India on PPP basis

Dear Sir,

1. With reference to the RFP document dated 27th April 2017, I/we, *[insert name of Bidder, if a single Bidder]*/[a Consortium formed by *[insert name of each Member]*], having examined the **Bidding Documents** and understood their contents, hereby submit my/our Qualification Bid for the Project at Tehri District. Our details are set out at Annexure B to this Qualification Bid. The Qualification Bid is unconditional and unqualified.
2. I/We certify that all information provided in the Qualification Bid and in the Annexures is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying the Qualification Bid are original copies.
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification Bid.
4. I/We acknowledge the right of the Authority to reject our Bid or not to declare us as a Qualified

Bidder or not to select us as the Selected Bidder, without assigning any reason and hereby waive our right to challenge the same on any account whatsoever.

5. We represent, warrant and undertake that:

- a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum and the revised Bidding Documents, issued by the Authority.
- b) I/We have made a complete examination of the Bidding Documents (including all the Addenda, Appendices and Annexures and notices issued by the Authority) for the award of the PPP Contract for implementation of the Project and all other information made available by or on behalf of the Authority. In addition, we have conducted a due diligence of the Site (including existing Health Care Facilities at the Site) for the Project at Tehri District..

We explicitly accept the terms of the PPP Contract that has been issued by the Authority and all Addenda to the Bidding Documents, and shall seek no material deviations from or make material reservations to or otherwise seek to materially negotiate the terms of the PPP Contract, if declared as the Selected Bidder.

I/We have accepted the risk of inadequacy of, incomplete information, error or mistake in the information provided in the Bidding Documents and any other information made available by or on behalf of the Authority. I/We agree that we waive and release any right or claim against the Authority or its officers, directors or any of its advisers or representatives, or officials of any government authority, in relation to the accuracy, reliability, completeness, reasonableness or materiality of the information supplied or provided for us to carry out our due diligence.

I/We understand that except to the extent as expressly set forth in the PPP Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or our ignorance of any matter related to the Project, the Selection process or the PPP Contract and shall not be a basis for any claim for compensation, damages, relief for non-performance of our obligations (or those of the Service Provider) or loss of profits or revenue from the Authority or a ground for termination of the PPP Contract.

- c) *[[insert name of Bidder/Member of Consortium]* is a government owned entity, that: (i) is legally and financially autonomous; (ii) operates under commercial law and is not subject to sovereign immunity; (iii) is not under administrative control of GoUK or the Authority; (iv) does not currently receive substantial subsidies or budget support; and (v) does not

have the ability to exercise influence or control over the Authority.] *[Note: This paragraph shall be retained only if the Bidder/Consortium Member is a Government Entity. If the Bidder is a Consortium, please provide this confirmation for the relevant Member(s).]*

- d) [The Bidder/No Consortium Member] [is/is not]: (i) an entity having a conflict of interest in terms of Clause 1.7 of the Bank Guidelines; (ii) a firm which has been engaged by the Authority to provide consulting or advisory services in relation to the Selection process or award of the PPP Contract for the Project or that is being proposed as the Independent Expert for the PPP Contract (an “**Authority Consultant**”); or (iii) an Affiliate (including a parent firm) of a person mentioned in subparagraph (i) above; or (iv) a firm that engages or employs (whether directly or through secondment) the personnel of a firm that has been engaged as an Authority Consultant; or (v) a firm which lends or temporarily seconds its personnel to a firm that has been engaged as an Authority Consultant. *[Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of breach of the conditions at Clause 2.1.3 of the RFP in Annexure B to this Qualification Bid.]*
- e) I/ We declare that I/we/any Member of the Consortium are/is not participating in the Bid of another Bidder, whether individually or as the Member of such other Bidder Consortium, for the Project.
- f) I/We have not directly or indirectly or through an agent or employee or otherwise, engaged or indulged in any corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obstructive practice, as defined in Clause 4.6 of the RFP, in respect of this Bid or the Selection process and that I/we are not under and will not be under a declaration of ineligibility for any corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice, restrictive practice or obstructive practice.

Further, we have taken steps to ensure that in conformity with the provisions of Clause 4, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or obstructive practice after the date of this Bid.

If we are found to engage in a corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice or obstructive practice, then the Bank may sanction [me/us]/[all Members of our Consortium] and/or any individual acting on our behalf in accordance with the Bank’s prevailing Anti-Corruption policies and procedures, either indefinitely or for a specific period of time.

I/We agree to permit and to cause our employees, consultants, agents, sub-contractors and suppliers to permit the Authority and/or the Bank to inspect all accounts, records and other documents relating to the submission of our Bid.

- g) [I/We]/[Each Member of our Consortium] have complied with and shall continue to comply with applicable Indian laws against fraud, corruption and bribery, including the Indian Penal Code, 1860 and the Prevention of Corruption Act, 1988.
- h) [I/We]/[Each Member of our Consortium] and our employees [are not]/[are] subject to any sanction by the World Bank Group in terms of the prevailing World Bank Group Anti-Corruption policies and sanction procedures, that is subsisting as on the date of this Qualification Bid. [*Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such failure in Annexure B to this Qualification Bid.*]
- i) [I/We and our Affiliates have not failed to perform or been expelled from any Government Contract or had any Government Contract terminated, as evidenced by the imposition of damages or penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against us, in the 3 years immediately prior to the Bid Due Date.]/[We have failed to perform or have been expelled from a Government Contract(s) or had a Government Contract(s) terminated, as evidenced by the imposition of damages or penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against us, in the 3 years immediately prior to the Bid Due Date.] [*Note to Bidders: Please choose the correct option. If the second option is chosen, please provide details of such failure in Annexure B to this Qualification Bid.*]
- j) [I/We do not]/[No Member of our Consortium] have any Conflict of Interest that affects the Selection process, that would breach the requirements of Clause 2.2.5 of the RFP.
- k) I/We and my/our Affiliates have not engaged any legal, financial or technical advisor hired by or for the Authority in relation to the Project, in any manner for matters related to or incidental to the Selection process, the award of the PPP Contract or otherwise in relation to the Project.
- l) Our Bid shall be valid for 120 (one hundred and twenty) days from the Bid Due Date (excluding the Bid Due Date).

6. I/We represent and warrant that:
- a) I/we satisfy the Qualification Criteria set out in the RFP.
 - b) I/We have provided all of the information relating to our Technical Capacity and Financial Capacity in Annexures G and H to this Qualification Bid.
 - c) [I/We represent and warrant that [I/we]/*[insert name of Member]* have relied on the experience of an Affiliate(s) for demonstrating that I/we satisfy the Technical Capacity [and/or] the Turnover requirement. I/we represent and warrant that if there is any change in Control such that person ceases to be an Affiliate on or after the date of this Bid, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that if such change of Control occurs after issuance of the Letter of Award or signing of the PPP Contract it would, notwithstanding anything to the contrary contained in the PPP Contract, be deemed a breach thereof, and the LOA or the PPP Contract shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.] *[Note: This undertaking needs to be included only if the Bidder/Consortium Member is relying on the experience of an Affiliate.]*
7. I/We are submitting a Bid Security of Rs. 25,00,000 (Rupees twenty five lakh only) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, to the Authority in accordance with Clause 2.4 of the RFP. The scanned copy of the Bid Security in the form of an irrevocable and unconditional bank guarantee is enclosed with this Qualification Bid and I/we represent, warrant and undertake that the original thereof will be submitted on or before the date specified in the Bidding Process Schedule.
8. I/We are paying Rs. 10,000 (Rupees ten thousand only) or an equivalent amount of freely convertible foreign currency determined at the Conversion Rate, to the Authority as the cost of the Bidding Documents, in the form of a [demand draft]/[banker's cheque] drawn in favour of the Authority, a scanned copy of which is enclosed with this Qualification Bid I/we represent, warrant and undertake that the original thereof will be submitted on or before the date specified in the Bidding Process Schedule.
9. The Base Service Fee for the first year of operations of the Project has been quoted by us after:
- (i) taking into consideration all the terms and conditions stated in the RFP and the PPP Contract;
 - (ii) a careful assessment of all other relevant factors, including but not limited to technical data, Site conditions (including soil and environmental conditions at the Site), the condition of Existing Assets and existing structures at the Site, climate, weather conditions, other local conditions,

availability of power, water and other utilities, access to Site, availability of human resources, Applicable Laws, applicable permits and regulations; and (iii) conducting our own assessment of all relevant factors for quoting the Base Service Fee, including the cost of making available the Healthcare Facilities and providing the Healthcare Services in accordance with the terms and conditions of the PPP Contract, case mix, case load, volume of Patients, bed occupancy, average length of stay and other performance or productivity measures.

10. I/We undertake that if due to any change in facts or circumstances during the Selection process and if I/We are selected as the Selected Bidder, at any time after the issuance of the Letter of Award or execution of the PPP Contract, I/we cease to satisfy the Eligibility Criteria or the Qualification Criteria in accordance with the RFP, I/we shall intimate the Authority of the same immediately.
11. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to us or our Bid is not opened.
12. I/We understand that the Authority may cancel the Selection process at any time and that the Authority is neither bound to accept any Bid that the Authority may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.25 of the RFP document.
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 Selected Bidder for the Project, or in connection with the Selection process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. If I/we am/are declared as the Selected Bidder, I/We undertake to:
 - a) Sign and return an original copy of the LOA to the Authority within 7 days of receiving the LOA, as confirmation of our acceptance of the LOA and of the terms of the revised PPP Contract issued by the Authority.
 - b) Submit the audited financial statement and annual report for the last Financial Year immediately preceding the Bid Due Date; [*Note: This requirement shall be mandatory only if the Bidder has submitted the provisional unaudited financial statement and annual report for the last Financial Year immediately preceding the Bid Due Date along with its Qualification Bid. If the audited financial statements for both Financial Years are submitted, this paragraph may be deleted.*]

- c) [incorporate an SPV to execute the PPP Contract and implement the Project at Tehri District. *[Note: This requirement shall be mandatory only if the Bidder is a Consortium. A single Bidder shall have the right, but no obligation to incorporate an SPV. In case of a single Bidder, this paragraph may be deleted.]*
 - d) [[collectively] hold not less than 51% (fifty one per cent) of: (i) the legal and beneficial ownership in the Equity of the SPV; and (ii) voting rights in the SPV, for the entire Term.] *[Note: This requirement shall not apply if the single Bidder does not incorporate an SPV. This requirement applies to the Members collectively, if the Bidder is a Consortium.]*
 - e) [Each Member whose experience, turnover and net worth is proposed to be evaluated for determining whether the Consortium satisfies the Qualification Criteria, shall: (i) subscribe to at least 26% (twenty six per cent) or more of the Equity of the SPV; and (ii) at all times during the Term, hold the legal and beneficial ownership of not less than 26% (twenty six per cent) of the Equity of the SPV and 26% of the voting rights in the SPV.] *[Note: This undertaking needs to be provided only if the Bidder is a Consortium.]*
 - f) [Each Member of the Consortium shall be liable jointly and severally to the Authority for discharging all the obligations and liabilities of the Service Provider under the PPP Contract, whether during or after the Term.] *[Note: This undertaking needs to be provided only if the Bidder is a Consortium.]*
 - g) Submit or cause the SPV to submit the Performance Security to the Authority in accordance with the terms of the PPP Contract.
 - h) Execute or cause the SPV to execute the PPP Contract in accordance with the draft that has been provided by the Authority. We agree not to seek to materially negotiate or seek any material deviations, conditions or reservations to the PPP Contract or to our Bid.
 - i) Permit and cause the Service Provider and all of our employees, consultants, agents, sub-contractors and suppliers to permit the Authority and/or the Bank to inspect all accounts, records and other documents relating to the Service Provider's performance under the PPP Contract and to have them audited by auditors appointed by the Authority and/or the Bank.
15. The Bidding Documents and all other documents and information that are provided by the Authority to us are and shall remain the property of the Authority and are provided to us solely for the purpose of preparation and the submission of this Bid in accordance with the Bidding Documents. I/We undertake that we shall treat all information received from or on behalf of the

Authority as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of this Bid.

I/We acknowledge that the Authority is not obliged to return the Bid or any part thereof or any information provided along with the Bid, other than in accordance with provisions set out in the Bidding Documents.

16. I/We agree and undertake to abide by all the terms and conditions of the RFP.
17. This Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Dehradun will have exclusive jurisdiction in the matter.
18. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the Bidding Documents.

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

Dated this [insert] day of [insert month] 2015

[signature]

In the capacity of
[position]

Duly authorized to sign this Qualification Bid for and on behalf of *[name of Bidder/Lead Member]*

[Seal of Bidder/Lead Member]

ANNEXURE B
General Information of Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters, if any, in India:
 - d) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of authorized signatory who will serve as the point of contact/communication for the Authority:
 - (a) Name :
 - (b) Designation :
 - (c) Name of Bidder :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. The following information shall be provided for the Bidder:

No.	Eligibility Criteria	Yes	No
1.	In the 3 years immediately preceding the Bid Due Date, has the Bidder or its Affiliates failed to perform or been expelled from any Government Contract or had any Government Contract terminated, as evidenced by the imposition of damages or penalty by an arbitral or judicial authority or an arbitral award or judicial pronouncement against the Bidder or its Affiliate?		
2.	Is the Bidder or any of its Affiliates: (i) an entity having a conflict of interest in terms of Clause 1.7 of the Bank Guidelines; (ii) a firm which has been engaged by the Authority to provide consulting or advisory services in relation to the Selection process or award of the PPP Contract for the Project or that is being proposed as the Independent Expert for the PPP Contract (an “ Authority Consultant ”); or (iii) an Affiliate (including a parent firm) of a person mentioned in subparagraph (i) above; or (iv) a firm that engages or employs (whether directly or through		

	secondment) the personnel of a firm that has been engaged as an Authority Consultant; or (v) a firm which lends or temporarily seconds its personnel to a firm that has been engaged as an Authority Consultant?		
3.	Is the Bidder or any Affiliate or any of their employees subject to any sanction by the World Bank Group in terms of the prevailing World Bank Group Anti-Corruption policies and sanction procedures, that is subsisting as on the date of this Qualification Bid?		
4.	Has the Bidder suffered from bankruptcy or insolvency or liquidation or winding up or any analogous event in the last 5 years preceding the date of the Bid?		

If the Bidder's answer to any of the queries above is "Y", then the Bidder is required to provide information regarding such adverse incident or event below (Please attach extra sheets, if necessary):

5. In case of a Consortium:

- (a) The information required to be submitted in paragraphs 1, 2 and 4 above should be provided for each Member of the Consortium.
- (b) A copy of the Consortium Agreement, as required in terms of the RFP should be enclosed with the Qualification Bid.
- (c) Information regarding the role of each Member should be provided in the table below:

S. No.	Name of Consortium Member	Role of the Consortium Member	Percentage of Equity and Voting Rights in the Proposed SPV
1			
2			
3			

ANNEXURE C
Power of Attorney In Favour of Authorized Signatory

[On appropriate Stamp Paper]

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]/[the Lead Member of our Consortium] 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 ‘Strengthening of District Level Healthcare Facilities in Tehri District, Uttarakhand on PPP basis’ (“**Project**”) proposed by the Uttarakhand Health and Family Welfare Society, Government of Uttarakhand (“**Authority**”) including but not limited to signing and submission of our Bid and other documents and writings, participate in the Pre-Bid Conference and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the PPP Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the execution of the PPP Contract for the Project with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our 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 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 _____, 2015.

For _____

(Signature, name, designation and address)

Witnesses:

1.

(signature)

(Name, Title and Address)

2.

(signature)

(Name, Title and Address)

Accepted by:

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification the extract of the charter documents and documents such as a shareholders' or Board 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.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued in India, the document will need to be notarized in India.*
- *For a Power of Attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE D
Power of Attorney in favour of Lead Member of Consortium

[On Appropriate Stamp Paper]

WHEREAS the Uttarakhand Health and Family Welfare Society (“**Authority**”) has invited bids from eligible applicants for ‘Strengthening of District Level Healthcare Facilities in Tehri District, Uttarakhand, on PPP basis’ (“**Project**”);

WHEREAS, _____, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project at Tehri District in accordance with the terms and conditions of the Bidding Documents; and

WHEREAS, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.³

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. ____, having our registered office at _____, and M/s. _____, having our registered office at _____, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”).

AND We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Selection process and, in the event the Consortium is awarded the PPP Contract for the Project at _____, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in the Pre-Bid Conference, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the PPP Contract is entered into with the Authority.

AND We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney (including its delegatee) pursuant to

³Please note that the Member whose Technical Capacity is being relied on shall be the Lead Member. If two or more Members’ Technical Capacity is being relied on, then the Member who has the higher Networth shall be the Lead Member.

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 the Consortium.

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

For _____
(Name & Title)

For _____
(Name & Title)

For _____
(Name & Title)

Witnesses:

- 1.
- 2.

Accepted by:

(Signature, Address and Seal of Lead Member)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Member of the Consortium should submit for verification the extract of its charter documents and documents such as a shareholders' or Board resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consortium Member.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued in India, the document will need to be notarized in India.*
- *For a Power of Attorney executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been*

executed. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE E
Format of Bid Security

[To be executed on Stamp paper of appropriate value]

B.G. No.

Dated:

1. In consideration of Uttarakhand Health and Family Welfare Society representing the Government of Uttarakhand, having its office in Uttarakhand, India (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ *[Insert name of the sole bidder or all members of the consortium, as the case may be]*, a company registered under provision of the Companies Act or from outside India under equivalent law and having its registered office at _____ (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the ‘Strengthening District Level Healthcare Facilities in Tehri District , Uttarakhand, on PPP basis (“**Project**”) pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the **Bidding Documents** (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of [Rs. [●] (Rupees [●]) / [insert an equivalent amount of freely convertible foreign currency determined at the Conversion Rate,]] as bid security (hereinafter referred to as the “**Bid Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said **Bidding Documents**.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the **Bidding Documents** shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the **Bidding Documents** including failure of the said Bidder to keep its Bid valid during the Bid validity period as set forth in the said **Bidding Documents** for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

However, our liability under this Guarantee shall be restricted to an amount not exceeding [Rs. [●] (Rupees [●])/ [insert an equivalent amount of freely convertible foreign currency determined at the Conversion Rate,]].

- b) This Guarantee shall be irrevocable and remain in full force for a period of not less than 180 (one hundred and eighty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
- h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE F
Format of Consortium Agreement

(To be executed on Stamp paper of appropriate value)

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

BETWEEN

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

AND

3. {..... Limited, a company incorporated under the} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)⁵

The above mentioned parties of the First, Second and Third Part are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS

- (A) The Uttarakhand Health and Family Welfare Society, Government of Uttarakhand (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (“**Bids**”) by its Request for Proposal No. dated (“**RFP**”) for selection of bidders for ‘Strengthening District Level Healthcare Facilities in Tehri District, Uttarakhand, on PPP basis’ (“**Project**”);
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium f and in accordance with the terms and conditions of the Bidding Documents issued by the Authority in respect of the Project; and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid. Therefore, the Parties have entered into this Agreement and the Bid will be submitted by the Consortium in accordance with the terms of this Agreement.

⁵ Number of Parties would be shown here, as applicable, subject to however a maximum of three.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Selection process for the award of the PPP Contract for the Project at Tehri District.

2.2 The Parties hereby undertake to participate in the Selection process only through this Consortium and not individually and/or through any other joint venture, consortium or association constituted for the Project, either directly or indirectly or through any of their Affiliates.

3. Covenants

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

4. Role of the Parties

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

- (a) [] shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Selection process and until the Effective Date under the PPP Contract when all the obligations of the SPV shall become effective;
- (b) [] shall be the [] Member of the Consortium; and
- (c) [] shall be the [] Member of the Consortium.

5. Joint and Several Liabilities

Each Party agrees that if the Consortium is selected as the Selected Bidder, it undertakes to be jointly and severally guarantee and to be liable for discharging all obligations and liabilities of the Service Provider relating to the Project and in accordance with the terms of

the RFP and the PPP Contract, until discharge of all of the obligations and liabilities of the Service Provider under the PPP Contract.

6. Shareholding in the SPV

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

Lead Member: *[insert]*%

Second Party: *[insert]*%

Third Party: *[insert]*%

6.2 Each Party undertakes that if the Consortium is selected as the Selected Bidder for Project it shall: (i) subscribe to at least 26% (twenty six per cent) of the Equity of the SPV; and (ii) at all times during the term of the PPP Contract, hold the legal and beneficial ownership of not less than 26% of the Equity of the SPV and 26% of the voting rights in the SPV, if such Party's experience, Net-worth and Turnover has been relied upon by the Consortium for the purposes of qualification of the Consortium for the Project in terms of the RFP.

6.3 The Parties undertake that if the Consortium is selected as the Selected Bidder for the Project, they shall collectively hold at least 51% (fifty one per cent) of the Equity of the SPV and 51% of the voting rights in the SPV, at all times during the term of the PPP Contract.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the PPP Contract.

7. Representation of the Parties

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

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

- (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, fees or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
- (e) such Party is not insolvent, bankrupt, or subject to any liquidation or winding-up or analogous proceedings.

8. Termination

8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect from the date hereof and until the date of expiry or termination of the PPP Contract, if the PPP Contract is awarded to the Consortium. However, if the Consortium is either not prequalified or does not get selected for award of the Project, this Agreement will stand terminated following the return of the Bid Security by the Authority.

8.2 The Parties may terminate this Agreement prior to the expiration or termination of the PPP Contract only with the prior written consent of the Authority.

9. Benefits for Third Party

The Parties agree that this Consortium Agreement is executed for the benefit of the Authority and the Authority shall have the right to enforce the commitments and undertakings of the Parties that are contained in this Consortium Agreement, including by forfeiting and appropriating the Bid Security or the Performance Security, as relevant, as the reasonable damages likely to be suffered by the Authority as a result of any Party's failure to comply with the terms of this Consortium Agreement.

10. Miscellaneous

10.1 This Consortium Agreement shall be governed by laws of India.

10.2 The Parties shall not amend or vary any of the terms of this Agreement at any time during the Bid validity period and if the Consortium is chosen as the Selected Bidder for the award of the PPP Contract for the Project, until the expiry or termination of the PPP Contract, without the prior written consent of the Authority.

10.3 No Party shall assign its rights or transfer its rights and obligations under this Agreement to any other Party or to any third party, without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART

(Signature)

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART
(Signature)

(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

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

ANNEXURE G

Format of Statement of Technical Capacity of Bidder

Entity (and Member Code)	Project Code	Name & Address of Healthcare Facility	Name of Owner of Healthcare Facility	Type of Care provided at Healthcare Facility (Primary, Secondary or Tertiary)	Number of Years of Operation & Maintenance of Healthcare Facility	Whether Bidder or its Affiliate has Operated & Maintained Healthcare Facility continuously in the 3 Financial Years immediately preceding the Bid Due Date? (Y/N)	No. of Licensed Beds	No of Beds Operated & Maintained	Number & Names of Specialties being offered at the Healthcare Facility
Single Entity Bidder (I)	I-1								
	I-2								
	I-3								
Consortium Member 1 (C1)	C1-1								
	C1-2								
	C1-3								
Consortium Member 2 (C2)	C2-1								
	C2-2								

	C2-3								
Consortium Member 3 (C3)	C3-1								
	C3-2								
	C3-3								

Notes:

- *Provide details of only those health care facilities that have been operated and maintained by the Bidder under its own name or by a Consortium Member and/or by an Affiliate of the Bidder or Consortium Member.*
- *A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored.*

- *If the Bidder or Consortium Member is relying on the experience of its Affiliate, then please provide a certificate in the following format:*

Self-Attested Certificate regarding Affiliate

Based on the authenticated record of *[insert name of Bidder/Consortium Member]*, this is to certify that [the possession of the power [directly]/[indirectly] to exercise 50% (fifty per cent) or more of the voting rights attached to the issued and paid up Equity of] **OR** [the beneficial ownership [directly]/[indirectly] of 50% (fifty per cent) or more of the Equity of] **OR** [the [direct]/[indirect] control over the management, policies or affairs, by contract or otherwise, of] (*name of the Bidder/Consortium Member/Affiliate*) is held, directly or indirectly, by (*name of Affiliate/Bidder/Consortium Member*). By virtue of the aforesaid relationship, the latter exercises Control over the former, who is an Affiliate. {Please choose the right option while issuing the Certificate. }

A brief description of the said Equity and voting rights held, directly or indirectly, is given below:

{ Describe the share-holding of the Bidder/Consortium Member and the Affiliate. In the event the Affiliate is under common Control with the Bidder/Consortium Member or the Control is exercised by direct or indirect control over the management, policies or affairs of such Person by contract or operation of law, the relationship may be suitably described and similarly certified herein. }

- *In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Affiliates to establish that the chain of “Control” is not broken.*
- *The Member Codes of the Bidder shall be I for an individual Bidder and C1, C2 or C3 for Consortium Members.*
- *For projects being quoted by a single entity Bidder, please use the project codes I-1, I-2 and so on. For projects being quoted by a Consortium, please use the project codes C1-1, C1-2, C2-3 and so on, based on the Member Code. Please add rows, as necessary.*

- *Please give a brief description of the type of care provided at each health care facility.*
- *Please provide the name and address of the owner of each health care facility that is operated and maintained by the Bidder, Consortium Member or Affiliate.*
- *The RFP requires the operations experience to have been gained in a period of 3 (three) continuous full years that have occurred within the last 3(three) Financial Years immediately preceding the Bid Due Date. Accordingly, please provide information on the period within which the Bidder or Consortium Member or its Affiliate has operated or maintained the eligible health care facility in the 3 Financial Years immediately preceding the Bid Due Date.*
- *If the space in the specified format is insufficient, then attach additional sheets as necessary.*

ANNEXURE-H
Format for Providing Details of Eligible Healthcare Facilities

Member Code:

Project Code:

Item	Particulars of the Healthcare Facility
Name and Address of healthcare facility	
Name and Address of Owner of healthcare facility	
Location of healthcare facility	
Type of Care Provided by healthcare facility	
Date of commencement of operations of healthcare facility by Bidder or Consortium Member or Affiliate?	
Number of years of Operation & Maintenance of healthcare facility by Bidder or Consortium Member or Affiliate?	
Has the healthcare facility been continuously operational in the 3 Financial Years immediately preceding the Bid Due Date? (Yes/No)	
Is the healthcare facility operational as on the Bid Due Date? (Yes/No)	
Number of Licensed Beds at healthcare facility	
Number of beds that are currently operated & maintained at healthcare facility	
Name of appropriate licensing authority	
Date of issue of registration or license by appropriate licensing authority	
Number and names of specialties continuously offered by the healthcare facility in the 3 Financial Years immediately preceding the Bid Due Date	
Names of specialists (i.e., doctors with at least post-graduate degree) employed at the Healthcare Facility for each specialty, including MCI number, qualifications of each specialist and number of years of experience	
Whether credit is being taken for the experience of an Affiliate (Yes/No)	

Instructions

- Bidders are expected to provide information in respect of each Eligible Healthcare Facility in this Annexure H and in Annexure G. The projects cited must comply with the Qualification*

Criteria specified in the RFP. Information provided in this section is intended to serve as a back-up for information provided in the Qualification Bid. Bidders should also refer to the Instructions below.

2. *The Member Codes and Project Codes will be determined in the manner set out in the Instructions set out in Annexure G.*
3. *A separate sheet should be filled for each eligible health care facility.*
4. *Particulars such as name, address and contact details of owner of each health care facility must be provided.*
5. *Please provide a true certified copy of the license or registration issued by the appropriate licensing authority evidencing the number of Licensed Beds at the healthcare facility. For this purpose, the following will be considered as an “**appropriate licensing authority**” depending on the applicable laws of the state in which such healthcare facility is situated: the state pollution control board, the Medical Council of India, the local licensing or registering body for the registration of clinical establishments in that state and local municipal bodies (if they undertake the licensing of healthcare facilities at that location).*
6. *Experience for any activity relating to an eligible health care facility shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.*
7. *Certificate from the Bidder’s or Consortium Member’s or Affiliate’s statutory auditor (i.e., the entity that audits and certifies the annual accounts of the Bidder) must be furnished only in the format below for each Eligible Healthcare Facility. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Affiliate may provide the requisite certification. If duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors will not be necessary.*

Certificate from the Statutory Auditor regarding Eligible Health Care Facility

Based on [published information]/[information submitted to us by [insert name of Bidder/Consortium Member/Affiliate] and authenticated by us, this is to certify that:

1. [insert name of the healthcare facility] is/was owned by [insert name of owner of healthcare facility] at [insert location] from [insert date].
2. [Insert name of healthcare facility] has been operated and maintained by [insert name of Bidder/Consortium Member/Affiliate] from [insert date]. The [name of healthcare facility] has been continuously operated by [insert name of Bidder/Consortium Member/Affiliate] for a period of [insert number] years in the 3 Financial Years immediately preceding [insert Bid Due Date].
3. [insert name of healthcare facility] [is]/[is not] a multi-specialty facility offering the following specialties: [insert names of specialties].

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory of the audit firm).

Date:

8. *It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant healthcare facility in determining whether or not the Bidder has the Technical Capacity.*
9. *If the space in the specified format is insufficient, then attach additional sheets, if necessary.*

ANNEXURE I
Format of Statement of Financial Capacity of Bidder

Entity (and Member Code)	Proposed Equity of Bidder Entity	Net-worth			Turnover in FY1
		Financial Year 1 (FY1)	Financial Year 2 (FY2)	Average	
Single Entity Bidder (I)					
Consortium Member 1 (C1)					
Consortium Member 2 (C2)					
Consortium Member 3 (C3)					
Total		-			

Instructions:

- A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.
- If the Bidder is a Consortium, the proposed shareholding of each Member in the Equity of the Operator should be stated.
- Year 1 will be the Financial Year immediately preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1.
- “**Net-worth**” shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to Equity holders).
- “**Turnover**” shall mean the aggregate revenues earned by the Bidder entity from the sale, supply or distribution of goods or on account of services rendered, or both, by the Bidder entity during the Financial Year.
- Net-worth and Turnover are to be computed on the basis of audited financial statements as on the last date of the preceding Financial Year(s).
- If the audited financial statements for the Financial Year immediately preceding the Bid Due Date is not available, the Bidder or Consortium Member shall submit either (a) the audited financial statements and annual reports for the two Financial Years immediately preceding such last Financial Year; or (b) the provisional financial statement and annual report for such last Financial Year certified by the Statutory Auditor and the audited financial statement and annual report for the Financial Year immediately preceding such last Financial Year.

- *The Bidder or Consortium Members shall not be entitled to rely on the Net-worth of its Affiliate(s), although it may rely on the Turnover of its Affiliate(s). If the Turnover of its Affiliate(s) is being relied on, the Bidder or Consortium Member shall submit a certificate regarding the Affiliate relationship in the format specified in Appendix-I, ANNEXURE G. Furthermore, the audited financial statements of such Affiliate shall be submitted for the last Financial Year immediately preceding the Bid Due Date.*
- *The Bidder shall also provide the name and address of the Bankers to the Bidder.*
- *The Bidder shall provide an Auditor's Certificate specifying the Net-worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such Net-worth and Turnover in accordance with the RFP document.*

ANNEXURE J
Proposal Checklist

S. No	Item	Checked by Bidder	Checked by Authority
1	Qualification Bid (Appendix – I, ANNEXURE A);		
2	General Information of Bidder (Appendix – I, ANNEXURE B)		
3	Power of Attorney for signing of Bid (Appendix – I, ANNEXURE C);		
4	If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I, ANNEXURE D);		
5	Bid Security (Appendix – I, ANNEXURE E);		
6	Consortium Agreement, if applicable (Appendix – I, ANNEXURE F);		
7	Statement of Technical Capacity of the Bidder (Appendix – I, ANNEXURE G);		
8	Details of Eligible Projects (Appendix-I, ANNEXURE H)		
9.	Financial Capacity of the Bidder (Appendix – I, ANNEXURE I);		

APPENDIX – II
FORMAT OF FINANCIAL BID

[On the letterhead of the Bidder or Lead Member]

From

[insert name of Bidder/Lead Consortium Member]

[insert address]

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Financial Bid for Strengthening District Level Healthcare Facilities in Tehri District, Uttarakhand, India on PPP basis

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Financial Bid for the aforesaid Project at Tehri district. The Financial Bid is unconditional and unqualified.
2. I/We hereby undertake that we have quoted the annual Base Service Fee for the first year of operations and maintenance of the Health Care Facilities and provision of Healthcare Services to Patients at the Health Care Facilities on the e-procurement portal in the format provided on the e-procurement portal.

In terms of Clause 2.11.3, the payments to be made to us under the PPP Contract shall be in the following currencies:

S.No.	Currency	Percentage of the Base Service Fee
1.	Indian Rupees (₹)	[.]%
2.	U. S Dollars (\$)	[.]%
3.	Euro (€)	[.]%

The offer in relation to the Base Service Fee to be charged for the first year of operations has been made after taking into consideration all the terms and conditions stated in the Bidding Documents, including the PPP Contract and all Addenda issued by the Authority, our own costs and all the conditions that may affect our Bid.

3. I/We acknowledge, confirm and undertake that:
 - a) All of our representations, warranties and undertakings made in our Qualification Bid are hereby reiterated and apply to this Financial Bid.
 - b) The Base Service Fee quoted by us, is inclusive of all costs, expenses, service charges, taxes, overheads and profits; but excluding service tax.
 - c) The Base Service Fee quoted by us for the first year of operations of the Project has been quoted after taking into consideration all the terms and conditions stated in the RFP and the PPP Contract and a careful assessment of all other relevant factors, including but not limited to technical data, Site conditions, climate, weather conditions, availability of power, water and other utilities, access to Site, infrastructure, condition of existing assets, availability of human resources, Applicable Laws, applicable permits and regulations, and our own estimates of costs and Patient volumes.
 - d) The Authority is not bound to select the lowest ranked or any Bidder as the Selected Bidder and that the Authority may decide to annul the Selection process.
 - e) If we are declared as the Selected Bidder for the Project, we will be required to make available the Healthcare Facilities in Tehri District and provide the Healthcare Services to all Patients in the Healthcare Facilities in compliance with the terms of the PPP Contract, including the key performance indicators. We shall not be entitled to seek or claim any change in the Base Service Fee for the Project except in accordance with the express terms of the PPP Contract.
4. I/We agree to keep this Financial Bid valid for 120 (one hundred and twenty) days from the Bid Due Date (but excluding the Bid Due Date).
5. I/We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever arising to challenge the criteria for evaluation of the Financial Bid or question any decision taken by the Authority in connection with the evaluation of the Financial Bid, declaration of the Selected Bidder, or in connection with the Selection process itself, in respect of the PPP Contract and the terms and implementation thereof.

6. This Financial Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Dehradun will have exclusive jurisdiction in the matter.
7. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the RFP.

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

Dated this *[insert]* day of *[insert month]* 2015

[signature]

In the capacity of
[position]

Duly authorized to sign this Bid for and on behalf of
[name of Bidder]