

U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU,
Department of Health & Family Welfare (DoH&FW), DNH & DD

Request for Proposal

for

Selection of an agency for running the Ayurvedic Hospital by providing skilled manpower, para medical staff, medicines and consumables at Ayurvedic Hospital & Wellness Centre, Pati, DNH.

Ref no. DMHS/NAM/Ayush Hosp./Manpower/24-25/429/5335

Date: 28/11/2024

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DISCLAIMER

The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of DOH&FW, DNH & DD 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 neither an agreement and nor an offer nor an invitation by DOH&FW, DNH & DD 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 the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DOH&FW, DNH & DD in relation to the property. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for DOH&FW, DNH & DD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

DOH&FW, DNH & DD makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. DOH&FW, DNH & DD may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP.

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

DOH&FW, DNH & DD, its employees and advisors make no representation or warranty and shall not be liable to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment,

assumption, Statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this e-bid Stage.

DOH&FW, DNH & DD also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused/arising from reliance of any Bidder upon the statements contained in this RFP. DOH&FW, DNH & DD 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 DOH&FW, DNH & DD is bound to select a Bidder or to appoint the Selected Bidder or O&M Operator, as the case may be, for the Property and DOH&FW, DNH & DD 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, expenses associated with any demonstrations or presentations which may be required by the DOH&FW, DNH & DD or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DOH&FW, DNH & DD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the DOH&FW, DNH & DD and the Bidder.

DOH&FW, DNH & DD reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to DOH&FW, DNH & DD or any of its respective officers, employees, advisors or agents. Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersede document(s) or earlier information, if any, in relation to the subject matter hereto.

Definitions:

'Agreement' shall mean the running the Ayurvedic Hospital by providing skilled manpower, para medical staff, medicines and consumables Agreement to be executed by the DOH&FW, UT Administration of DNH & DD in respect of the Project in favour of the company to be incorporated by the Selected Bidder under the Companies Act, 2013 for implementation of the Project in accordance with the provision of the RFP document.

'Authority' shall mean U.T. ADMINISTRATION OF DADRA & NAGAR HAVELI AND DAMAN & DIU, Director (Medical & Health Services)

'Bid' shall mean the response submitted by the bidder in response to the RFP in accordance with the terms and conditions of this RFP, including clarifications and/or amendments, to the extent permitted, thereto.

'Bid Security / Earnest Money Deposit' shall mean the security furnished by the bidder as stipulated in the RFP document.

'Bidder' shall mean the bidding entity, company or consortium of companies, as the context may admit or require, that submit their bid.

'Due Date' shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.

'Eligibility Criteria' shall mean the General, Financial and Technical criteria stipulated in this RFP documents, which the bidder is required to meet in order to be eligible for evaluation of his Bid.

"INR" means Indian Rupees

'Letter of Intent' or 'LOI' shall mean the letter to be issued by Authority to the Selected Bidder conveying intention of award of the Project, in accordance with the terms of this RFP.

'Performance Security' shall mean the irrevocable & unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.

'Power of Attorney' shall mean the Power of Attorney, in the format provided in this RFP, to be furnished by the bidder authorizing a person to sign the Bid and act for and on behalf of the bidder during the bidding process.

'Project' running the Ayurvedic Hospital and Wellness Center providing skilled manpower, para medical staff, medicines and consumables at Pati, DNH

'Project Site' Ayurvedic Hospital & Wellness Centre, Pati, DNH.

'Request for Proposal' or 'RFP' shall mean the Request for Proposal document including the draft Agreement, Annexure and Addendum thereof issued by DOH&FW, DNH for selection of a suitable bidder to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto.

"Selected Bidder" shall mean the bidder selected, pursuant to the bid evaluation process set forth

in this RFP document, for implementation of the Project and to whom LOI has been issued by Authority.

Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender and vice versa; Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this RFP; the table of contents and headings are for convenience of reference only, and shall not be used in and shall not affect the construction or interpretation of this Agreement

A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof; The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;

Any reference to a person shall include such person’s successors and permitted assignees; A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form.

Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;

A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified;

The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.

In the case of any conflict, discrepancy or repugnancy between the provisions of RFP documents, provisions of the Agreement (as applicable) shall prevail over and supersede the provisions of other documents.

The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement.

U.T. Administration of DNH & Daman & Diu
Department of Health & Family Welfare (DoH&FW),
DNH & DD

No. DMHS/NAM/Ayush Hosp./Manpower/24-25/429/5335

Date: 28/11/2024

Request for Proposal

Director (Medical & Health Services), DNH&DD, invites on behalf of President of India, the Request For Proposal, online through e – tendering for following work(s):-

NAME OF WORK:

RFP for Selection of an agency for running the Ayurvedic Hospital by providing skilled manpower, para medical staff, medicines and consumables at Ayurvedic Hospital & Wellness Centre, Pati, DNH

RFP document : May be downloaded from website.

- Fees for RFP : ₹10,000/- in the name of the Director (Medical & Health Services), DNH & DD payable at DNH, in form of DD (Non-refundable)
- Earnest Money Deposit : ₹ 10,00,000/- in the name of the Director (Medical & Health Services), DNH & DD payable at DNH form of DD (Refundable)

Important dates: -

- Last date & time to download RFP Documents : 21/12/2024 upto 14:00 hrs.
- Pre-bid meeting (offline) : 16/12/2024 at 15:00 hrs. onwards
- Date and time for submission of necessary documents in hard copy : 21/12/2024 upto 15:00 hrs
- Tentative date for opening of Technical bid: 21/12/2024 upto 16:00 hrs (if possible)
- The RFP document will be available on <https://dnhtenders.gov.in>

RFP inviting authority reserves the right to reject any or all RFP without assigning any reason and the selection shall be at the absolute discretion of the RFP inviting authority and his decision in this respect shall be final and binding.

-Sd-

Director (Medical & Health
Services), DNH&DD

1. INVITATION FOR REQUEST FOR PROPOSAL

Director (Medical & Health Services) , hereby invites applications for “ Selection of an agency for running the Ayurvedic Hospital by providing skilled manpower, para medical staff, medicines and consumables at Ayurvedic Hospital & Wellness Centre, Pati, DNH

1. The brief details are as follows:

Name of the Project	Selection of an agency for running the Ayurvedic Hospital by providing skilled manpower, para medical staff, medicines and consumables at Ayurvedic Hospital & Wellness Centre, Pati, DNH
Area	42 Acres
Location	Village Pati in DNH district, UT of DNH & DD
Property Details to be managed	<ol style="list-style-type: none"> 1. 100 Hospital rooms (Delux-62, Super delux-30 and Suit rooms-4) two beds in each room. 2. 30 beds in Wellness Zone (10 nos Twin Cottages, 8 nos Single Cottages, 2 nos Luxury Cottages) 3. Therapy rooms, consulting room, OPDs and treatment rooms 4. Yoga Centre 5. Staff Quarters & canteen 6. Pharmacy kitchen and store <p>Refer Annexure 3</p>
Mode of Contract	Revenue Sharing
Management Period	10 Years and further extendable upto 5 years as per the decision of the Authority
Property on Operation and management basis	Only right to access given to the bidder for operation & maintenance and management as per the RFP conditions.
Fee	In lieu of providing skilled manpower, para medical staff, medicines and consumables at Ayurvedic Hospital & Wellness Centre, Pati, DNH & DD the agency may levy charges from the beneficiaries directly.
Bid Parameter	<ul style="list-style-type: none"> • Highest Percentage in Revenue sharing quoted by the Bidder. • The percentage shall be quoted by the bidder. The fee shall be payable to the Authority after end of every operational year.
Eligibility Criteria	<ol style="list-style-type: none"> (i) paid for, or received payments for running and maintaining AYURVEDIC HOSPITAL AND WELLNESS CENTRES of 200 beds or more. (the “Threshold Technical Capacity”). (ii) Experience of running and maintaining an Ayurvedic Hospital for more than 50 years. (iii) Experience in manufacturing of ayurvedic drugs for over 50 years (iv) collected and appropriated revenues from the above Eligible Project(s). (v) Running an OPD of 10,000 patients per year and IPD of 3000 patients per year.

Financial Criteria	The Applicant shall have a minimum Net Worth (the “ Financial Capacity ”) of [Rs. 150 Cr (Rs. One Hundred Fifty crore)] at the close of the preceding financial year.
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2. This RFP may include any Corrigendum or Addenda issued by the Authority, for whatsoever reasons, at any time prior to the submission of the application. Any Corrigendum or addendum issued shall be part of the RFP Documents and shall be available on the website: <https://dnhtenders.gov.in>

3. The Applicants are expected to examine all instructions, forms, terms and specifications in the RFP Document. Failure to furnish all information or documentation required by the RFP Document may result in the rejection of the application.

4. This Request for Proposal (“RFP”) is for the selection of an Agency for Operation and Maintenance for the period as mentioned at Clause 1, subject to further extensions.

5. The RFP contains information with respect to the Project, bid evaluation process, bid submission, and eligibility criteria. Every proposal shall be evaluated in terms of financial and technical capability of the Bidder.

2. For further details contact:

To,
Director (Medical & Health Services), DNH&DD
Email- nam.dnh.ut@gmail.com
Phone: 0260-2992044

3. PROJECT BACKGROUND

- 3.1 The U.T Administration of Dadra & Nagar Haveli and Daman & Diu is developing a world class Ayurvedic Hospital & Wellness Centre at Pati in DNH district. For the purpose of providing better experience and facilities to the visitors/patients, it is proposed to appoint an a reputed bidder/ agency to undertake Operations, Maintenance and Management of the aforesaid Property.
- 3.2 DNH- A vibrant growth center that offers an optimal balance between industrial prosperity and quality of life, while promoting its rich tribal heritage.' By leveraging its strategically located tourism zones, dense city core, iconic riverfront and rich tribal legacy as key strengths, DNH aspires to be a thriving growth center in the region between Mumbai and Gujarat. The district seeks to achieve this by improving access to its core areas, improving mobility conditions, addressing all gaps in basic infrastructure, creating a clean and healthy urban environment, increasing avenues for art, culture and recreation, promoting skill development and using technology to provide smart governance.
- 3.3 The project site is located on Survey no. 139/p1, 143 and adjacent plots with area admeasuring 52 acres at Pati Village in DNH district. The aforesaid plot has building structures as shown in the proposed image below.
- 3.4 The project site is divided into two zones, one for Hospital and Treatment and other one for accommodation and restaurant/cafeteria admeasuring 646 sq m. Refer annexure 3 of this RFP for area division.



3.5 Location of plot



Distance from

- Mumbai Airport – 157 km
- Surat Airport – 150 km
- Daman Airport – 46.5 km
- Vapi Railway Station – 37.6 km

3.6 Structure Details

FACILITIES

AREA STATEMENT NEW			
PHASE I		HOSPITAL	
NAME	No.s Rooms	No.s Beds	TOTAL SQ.M
OPD + ROOMS		16	4488
Treatment Rooms	7		
Therapy Rooms	1		
Consultation	1		
OPD	7		
DELUXE		62	7932
Rooms	62		
Therapy Rooms	15		
SUPER DELUXE		30	
Rooms	30		
Therapy Rooms	9		
SUITE		4	
Rooms	4		
Therapy Rooms (Within room)	2		
PHASE I TOTAL UNITS	138	112	

FACILITIES

PHASE I TOTAL UNITS	138	112	12420
PHASE II	WELLNESS		
ENTRANCE BLOCK			265
TWIN COTTAGE			
Rooms	20	40	1680
Therapy Rooms (Within room)			
SINGLE COTTAGE			
Rooms	8	16	679
Therapy Rooms (Within room)			
LUXURY COTTAGE			
Rooms	2	6	408
Therapy Rooms (Within room)			
YOGA CENTER		0	201
PHASE II TOTAL UNITS	30	62	3233

FACILITIES

PHASE III	STAFF QUARTERS		
3BHK + NURSE			
3BHK (Single Unit 144 SQ.M)	2	0	948
NURSE ROOM (Single Unit 30 SQ.M)	16		1101
2BHK (Single Unit 78 SQ.M)	12		2524
HOSTEL	40		856
CANTEEN	0		
PHASE III TOTAL UNITS	70	0	5429
OTHER AMENITIES			
PHARMACY KITCHEN & STORE			297
CENTRAL KITCHEN			170
LAUNDRY			109
PHASE I SERVICE	*	*	1290
PHASE II SERVICE			9
PHASE III SERVICE			128
OTHER AMENITIES TOTAL	*	*	2003
TOTAL UNITS	238	174	23085

FACILITIES

TOTAL BUILT AREA	AREA SQ.M
HOSPITAL	12420
WELLNESS	3233
STAFF QUARTERS	5429
OTHER AMENITIES	2003
TOTAL AREA	23,085

4. SCOPE OF WORK

The bidder shall be handed over the Project Site on "as-is where-is" basis by the Authority. The bidder is required to undertake due diligence of the Project Site including inspection of the Project Site before preparing their plans and satisfy themselves about the title, zoning, condition of the structures, etc. the bidder is responsible to conduct feasibility analysis of the project site. The Authority shall not be responsible for any adverse outcomes (Adverse outcome here means any lapse in safety and security of the building and its visitors), if any, during the term of the contract. Bidder shall not be responsible for any structural defects and its compliance.

4.1 Running of the Hospital & Wellness Centre

- i. The bidder needs to provide Manpower, Medicines, Consumables, Diagnostics and Treatment and promote the Ayurvedic Hospital and Wellness Centre at Pati, DNH.
- ii. Bidder shall operate on behalf of the authority and the expenses for operations and maintenance of the hospital and wellness center shall be borne by the Authority.
- iii. The bidder should be allowed to charge the market-driven rates / tariffs for the services provided except for those reserved rooms as may be decided by the Authority from time to time.
- iv. The bidder shall take care of the repairs and maintenance of all equipments.
- v. The bidder needs to deploy skilled and courteous staff to manage the operations.
- vi. The bidder needs to maintain the cleanliness of the entire Project Site and ensure waste disposal in proper manner with the help of the operation and maintenance agency who will be appointed by the UT Administration.
- vii. The bidder shall maintain the Ayurvedic Hospital and Wellness Center in a good condition throughout the engagement period.
- viii. The authority may instruct the bidder for upgradation in other services on need basis.
- ix. The authority may imply penalties for not adhering to the scope or any defaults and complaints/issues reported to the Authority by Visitors/ customers related to the Wellness centre.
- x. The bidder shall maintain clean and hygienic environment at washing area, public areas, service entry, and premises, etc. used by the guests/employees with the help of the operation and maintenance agency who will be appointed by the UT Administration.
- xi. The bidder shall ensure collection, screening and segregation of dry and wet garbage area. The bidder shall also ensure the segregation as per prescribed norms. Appropriate disposal as approved by applicable authority shall be the responsibility of the bidder. The bidder shall in no way harm the environment of that area with the help of the operation and

maintenance agency who will be appointed by the UT Administration.

- xii. The bidder shall ensure that due compliance Fire Safety has been taken from competent authority and fire-detection, fire-alarm and firefighting system are in place and functioning with the help of the operation and maintenance agency who will be appointed by the UT Administration.
- xiii. The bidder shall make payment of LPG, Fuel on actual consumption at the Property. The bidder shall ensure that electricity, Light, cooling System and Water connections are active and in working conditions and all outstanding dues are paid.
- xiv. The bidder shall deploy adequate number of skilled, qualified and experienced persons to ensure efficient and high standards of services. All staff members should be provided with uniforms.

4.2 Obtain NOCs / permissions for the Project

- i. The bidder shall procure all the relevant NOCs / permissions/approvals to operate and manage the Ayurvedic Hospital and Wellness Center.
- ii. Notwithstanding anything to the contrary contained in this document, refusal of or inability to obtain any such permits and approvals by the successful bidder or any of its contractors or sub- contractors shall not constitute a Force Majeure Event and shall not in any manner excuse the successful bidder from the performance and discharge of its obligations and liabilities to the Authority.

4.3 Operation and Maintenance Rights

Subject to and in accordance with the provisions of the RFP, the rights hereby granted shall oblige or entitle (as the case may be) the bidder to:

- i. Access the Project Facilities for the purpose of and to the extent conferred by the provisions of this RFP;
- ii. Manage and operate and market the Project Facilities and regulate the use thereof alongwith the UT Administration.
- iii. The bidder shall be free to fix market driven rates/ tariffs and generate other revenue sources from the facilities
- iv. Perform and fulfill all of the bidder's obligations under and in accordance with this RFP;
- v. Neither assign, transfer or sublet or create any lien or Encumbrance on this RFP, or the rights hereby granted or on the whole or any part of the Project nor transfer, license or part possession thereof, save and except as expressly permitted by this RFP.
- vi. The bidder shall procure and bear the cost of renovations, operations, payroll, all AMC contracts of HAVC, Lift, electricity panels etc.

At the end of the Contract Duration/Period or early termination of this RFP for any reason whatsoever, all rights given under the Agreement shall cease to have effect and the Project Facilities, in good and operational condition, shall revert to the Authority without any obligation of Authority to pay or adjust any consideration or other payment to the Bidder.

4.4 Responsibilities of the Authority

- i. The Authority shall be responsible for handing over the completed Project Facilities to the bidder within the stipulated timeframe. The Project Facilities shall be handed over to the bidder on “as is basis” detailed are in Annexure1 to this RFP.
- ii. The Authority shall be responsible for providing basic utilities including water connection, power connection and HVAC to the property. However further repair, maintenance and bill payment to be done by the successful bidder.
- iii. The Authority may video record and photograph the entire project site and its amenities at the time of handover to the bidder.
- iv. The Authority represents that it has a clear and marketable title to the Site prior to the Execution Date and there is no material litigation or encumbrance to the Site.
- v. The Authority shall recommend other departments of the Administration regarding the bidder/Concessionaire to obtain NOCs/permissions/approvals from the competent authority for operating and management of the project site.
- vi. The bidder shall procure and manage on its own all moveable and consumable items including kitchen, equipment, furniture, crockery, bed linen, toiletries, utensils cutlery, stationery, etc necessary for the Ayurvedic Hospital and Wellness Centre.
- vii. The Authority shall procure of HAVC, Lift, electricity panels etc and the bidder shall bear cost of all AMC contracts of HAVC, Lift, electricity panels etc..
- viii. The Authority shall be responsible for and shall ensure the following:
 1. Responsibility of the Authority’s Project Team: The Authority shall engage, at its own cost and expense, such professionals of repute, specialists and consultants as may be necessary to complete the “Ayurvedic Wellness Centre & Hospital, Pati, DNH”, including all aspects of the development, design, architecture, renovation, upgradation and furnishing of the Project as required under the design, and Operator’s Brand Standards and for compliance with the Legal Requirements.
 2. Authority shall ensure that all necessary plans and specifications for the construction of the “Ayurvedic Wellness Centre & Hospital, Pati, DNH” are prepared by a duly licensed architect, at Authority’s expense, and in compliance with the design standards. The contractors engaged by Authority shall be responsible for the execution of the development of the “Ayurvedic Wellness Centre & Hospital, Pati, DNH”
 3. Authority shall submit designs / plans / drawings of architecture, MEP, interiors, landscape design etc. for all elements of the PIP to the Bidder for its concurrence at every stage of the operation process. However, the concurrence of the Bidder shall not be construed as compliance with Legal Requirements, which shall be the sole responsibility of the Authority.
 4. The Authority shall ensure that all information technology related systems required by the Bidder including Building Management Systems, CCTV, AV, Security, Reservations Systems etc. are procured and implemented at the properties as per the Brand Standards of the Bidder.

5. Supervision of the Project shall remain the responsibility of the Authority's project management team, whether in-house or outsourced.

4.5 Rights and Responsibilities of the bidder.

The rights and powers of the bidder to run the Operations shall include, but not be limited to, the following:

- (a) The Bidder shall Maintain the entire project which is allocated to them in good condition during the entire operations period and shall compensate the UT Administration for any damages to such properties at the end of contract period. Selection, requirement, training and assignment of duties of all the Staff Employees;
- (b) No additions, alterations, modifications to the existing building or any major civil work, development work shall be made in any manner without the written consent of the authority. The bidder may carry out minor civil and repair and development work when required for smooth operations and upkeep of the project site and inform Authority about the repairs with a report.
- (c) Formulation and administration of the Staff policies including emoluments, transfers, termination, Employee Benefits, etc. which shall be compliant with the local Laws;
- (d) Institution of reporting and control systems and procedures for all departments;
- (e) Establishment of all prices, price schedules, rates and rate schedules;
- (f) Entering into any lease, licenses and concessions with third parties inside the Ayurvedic Hospital and Wellness Center with respect to retail spaces, to harmonize their usage in accordance with the Operations;
- (g) The exclusive right to offer travel related services to the guests and customers of the Ayurvedic Hospital and Wellness Center either by itself or through its associate company(s) or otherwise;
- (h) Supervision and control of the activities of the licensees, concessionaries and holders of privileges and their employees, including the dispossessing of licensees for non-payment of compensation or other proper cause or the termination of the rights of the concessionaries and holders of privileges for similar proper cause;
- (i) Negotiating and executing contracts in connection with the Operations, including appointment of persons for providing any specialized service(s) and/ or providing any service(s) required to be rendered herein by the bidder;
- (j) Purchasing of such inventories, provisions, supplies and equipment as the bidder may deem reasonably necessary at their own cost;
- (k) Taking action at law, while keeping the Authority/Owner informed which the bidder shall deem necessary and proper in connection with the Operations;
- (l) Making of such routine repairs and maintenance to the Ayurvedic Hospital and Wellness Center, carrying out renovations/ refurbishments/ improvements at the Ayurvedic Hospital and Wellness Center as the bidder may deem reasonably necessary, in accordance with relevant provisions of this RFP;
- (m) The planning, preparation, contracting and execution of advertising and promotional programmes keeping the Authority informed.
- (n) Instituting, conducting, defending, compromising, referring to arbitration and abandoning any legal or other proceedings claims and disputes in which the Ayurvedic Hospital and Wellness Center is concerned;
- (o) Drawing, endorsing, negotiating and selling cheques, bills of exchange and other negotiable instruments with or without security and remitting monies whenever required and accepting

- drafts and bills of exchanges and other negotiable instruments in respect of the routine Operations;
- (p) Deleted;
 - (q) Receiving and giving effectual receipts and discharge for monies, funds, goods or properties lent to or payable or belonging to the Ayurvedic Hospital and Wellness Center.
 - (r) The power to delegate authorities vested on the bidder to persons required to carry out specific works, requiring such a power, from time to time, restricted to the Operations;
 - (s) Hire independent contractors to provide such accounting, technical and other professional services as the bidder deems advisable for the management, operation and maintenance of the Ayurvedic Hospital and Wellness Center.
 - (t) Installing, operationalizing and thereafter maintaining and supporting latest Ayurvedic Hospital management software and systems (proprietary or otherwise) at the Ayurvedic Hospital and Wellness Center.
 - (u) To use all reasonable efforts to collect all charges, rents and other amounts due from Ayurvedic Hospital and Wellness Center guests, patrons, tenants, sub-tenants, parties providing exclusive services and concessionaries, which efforts shall include where necessary or desirable, the following: (i) demanding and giving receipts for charges, rents and other amounts due; (ii) giving notices to quit or surrender space occupied or used by the Party in question; and (iii) subject to this Clause, suing for and instituting and summary proceedings in the name of the Owner in connection with any amounts due;
 - (v) To negotiate with any labor union lawfully entitled to represent any Staff, with respect to wage negotiations and any settlement, with the prior knowledge of the Owner;
 - (w) Subject to the Clauses from (a) to (cc) above, the bidder shall have all right, power and authority to carry on all correspondence, execute all agreements, documents and writings as are necessary for the purpose of properly running and managing the Ayurvedic Hospital and Wellness Center.
 - (x) The Owner shall, if and when required by the Bidder, execute an authorization in favour of the bidder in accordance with this Clause (“Authority letter”) for the purpose of Clause 6.5.
 - (y) The Owner shall approve and agrees to obtain, after following necessary departmental formalities without delay, and provide (as necessary) all required and appropriate corporate consents, permissions, orders and approvals from its authorities and directors as may be needed for the performance by the bidder and the Key Personnel of their duties to the extent set forth above or otherwise in this RFP (and the Owner shall procure that all such authorisations, consents and approvals shall remain in full force and effect without adverse modification throughout the Term (and where necessary, the Owner shall renew such authorisations, consents and approvals).

Procurement:

- (i) The bidder shall, at its own discretion during the Term and at its own cost, enter into contracts for the supply to the Ayurvedic Hospital and Wellness Center all utilities, services and concessions as are, in the opinion of the bidder, necessary to maintain and operate the property in accordance with the Brand Standards, including electricity, gas, water, sewerage, waste disposal, steam, telephone, fax, internet access, Wi-Fi connectivity, network access, web hosting, network storage, cloud computing services, cleaning (including window cleaning), vermin extermination, electrical and boiler maintenance, air conditioning maintenance, master television antennae and/ or cable and/ or satellite communications, installation and service, laundry service, dry cleaning service, security service, rubbish removal, equipment and systems maintenance; and food, beverage, FF&E, Operating Supplies and other materials and supplies for the Ayurvedic Hospital and Wellness Center with the authority and the operation & maintenance partner.

- (a) Deleted;
- (b) All costs of supplies shall form part of Operating Expenses (to be carried out by the bidder), other than supplies of FF&E, which shall be capital expenditure. It is clarified that all such costs of FF&E shall be borne by the Authority;
- (c) It is hereby agreed that, in the event the Owner recommends any alternative supplier, which is capable of providing the same good/ service at a better and more economic cost, while maintaining the quality, brand, service and delivery standards at the time of the discussions on the annual plan, the bidder shall favourably consider the same while procurement of the said good/ service.
- (d) No additions, alterations, modifications to the existing building or any major civil work, development work shall be made in any manner without the written consent of the authority. The bidder may carry out minor civil and repair and development work when required for smooth operations and upkeep of the project site and inform Authority about the repairs with a report.
- (e) The building, furniture and other properties shall be insured against fire, rioting and other possible losses and the insurance policy. The related cost will be borne by the Authority.
- (f) Upon expiry or termination of the Agreement, the bidder shall promptly handover the property/ facilities to the Authority, free of all liabilities and encumbrances in same condition which was they received at the start of the tenure. The property / facilities, including all movable and immovable assets. It must be noted that this will not include any movable items brought in by the bidder during the Project tenure.
- (g) Maintain books of accounts as per proper accounting standards and will have them audited by statutory auditor on a yearly basis. The bidder is responsible to submit monthly report to the authority on sales, booking, marketing and accounts on yearly basis.

5. FINANCIAL PROPOSAL

- 5.2 The Bidders are requested to quote the price bid as per the format and upload online, for preparing their price quote.
- 5.3 In lieu of the running of Ayurvedic Hospital and Wellness Centre rights at the project site, the Bidder shall quote a Revenue sharing fee (in %) of total revenue generated per year from Ayurvedic Hospital and Wellness Centre, Pati, DNH. The Revenue share is payable by the Bidder to the Authority.

The term “**Appointed Date**” shall mean the date on or before which all Conditions Precedent to the Agreement are met by both the Selected Bidder and the Authority.

The term “**Commercial Operations Date**” or “**COD**” shall mean the earlier of:

- a. Date for which the Bidder takes the first booking for the property;
- b. A date 60 days from the Appointed Date.

- 5.4 The Revenue share fee payable shall be due within COD and payable within 30 (Thirty) days.

- 5.5 The authority may reserve the right to award LOI to Bidders Ayurvedic Wellness Centre & Hospital, Pati, DNH based on quotation received from the bidders.
- 5.6 **Performance Security:** The Selected Bidder shall deposit with the Authority upon signing of the Agreement, Performance Security of INR 50 lacs (INR Fifty lacks only) of quoted amount within 30 days of letter of award in the form of Bank Guarantee valid till 180 days from expiry of project tenure. The selected bidder must also agree to extent duration of validity of performance security in mutual agreement with the Authority.

6. BRIEF DESCRIPTION OF BIDDING PROCESS

- 6.1 DOH&FW, DNH has adopted an online bidding (e-forward auction) process for selection of an bidder for awarding the Property collectively referred to as the "Bidding Process" for selection of the Bidder for award of the Property. The e-tendering process is online at e- portal (URL: - <https://dnhtenders.gov.in/>)
- I. The Bidders (the "Bidders"), which expression shall, unless repugnant to the context be required to upload their Bids (the "Bids") online in two parts i.e.
 - a. Technical Bid.
 - b. Financial Bid
 - II. *And then have to follow e-forward auction stage:*
 - a. The highest bid (H1) bid received from amongst the Qualifying Bidders in e tender stage shall be the Base Percentage/Price for forward bidding/ forward auction.
 - b. In the e-forward auction stage, the highest bid (H1) for Ayurvedic Wellness Centre & Hospital, Pati, DNH and cafeteria shall be displayed to the bidders on the <https://dnhtenders.gov.in>, and thereafter any subsequent highest bid in e-Forward Auction Stage on a real time basis. During the e-Forward Auction Stage, the bidders will have the option of increasing the bid in decrements of 0.1 by them at e-tender Stage in their Bids and to increase by seal limit of 5%
 - c. At the end of the e-forward Auction, highest bidder will be identified by the system, the system will check all bids received in e-Tender and e-forward Auction and identify the bidder who has quoted the highest bid price for Ayurvedic Wellness Centre & Hospital, Pati, DNH therein ("Highest Financial Bid"). The final quoted financial bids by each bidder will be taken into consideration in order to determine the 'Highest Bidder '.
 - III. The e-bid shall be summarily rejected if it is not accompanied with the details of payment of the Bid processing fee and Bid Security.
 - IV. The evaluation stage of the Bidding Process involves evaluation of technical bids in accordance with provisions of this RFP. At the end of this stage, DOH&FW, DNH shall shortlist qualified Bidders fulfilling the qualification criteria.
 - V. The Bidders shortlisted after qualification stage shall be eligible for opening and evaluation of their Financial Bids.
 - VI. The Bidding Documents inter alia include for running the Ayurvedic Hospital by providing skilled manpower, para medical staff, medicines and consumables at Ayurvedic Hospital & Wellness

Centre, Pati, DNH

- VII. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- VIII. Performance security shall be submitted in the form of Bank Guarantee from the Scheduled Bank having branch at Daman.
- IX. During the bidding stage, Bidders are entitled to examine the Property in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Bid for implementation of the Property.
- X. The Bidder may submit their queries, if any, before the last date of receiving queries as specified in this RFP. DOH&FW, DNH shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, queries received after prescribed date shall not be entertained.

6.2 A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Bidder should send in their queries for Pre-Bid conference in the following format:

Sl. No.	RFP Document Page No.	Existing Provision	Clarification required	Suggested change

6.4 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the DOH&FW, DNH. The DOH&FW, DNH shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7. INSTRUCTION TO BIDDER

7.1. Scope of the Bid

a) DOH&FW, DNH wishes to receive Bids in order to select experienced and capable Bidders for the Property. The Financial bids of bidders fulfilling the technical qualification criteria shall be subsequently evaluated.

7.2. General terms of Bidding

- a) The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Property before submitting their Bids and satisfy itself of the title, Authorityship, physical condition of the Property and the assets lying therein and DOH&FW, DNH has made no representation and/ or warranty, expressor implied, as regards the Property, including but without limitation to the quality, condition, merchantability and suitability thereof.
- b) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Operation & Maintenance and management Agreement shall have

- overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Operation & Maintenance and management Agreement.
- c) Any condition or qualification or any other essential stipulation contained in the Bid shall render the bid liable to rejection as non-responsive bid.
 - d) The documents including this RFP and all attached documents, provided by DOH&FW, DNH are and shall remain or become the properties of DOH&FW, DNH 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. DOH&FW, DNH will not return to the Bidders any Bid, document or any information provided along therewith.
 - e) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical advisor of Director (Medical & Health Services), in relation to the Property is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Property during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Operation and Maintenance Agreement. In the event any such advisor is engaged by the Selected Bidder or O&M Operator, as the case may be, after issue of the LOI or execution of the Operation & Maintenance and Management.
 - f) This RFP is not transferable.
 - g) Award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.
 - h) No Bidder shall submit more than one Bid for the Project. Violation of this shall lead to disqualification of the Bidder.
 - i) Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).
 - j) The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. DOH&FW, DNH will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
 - k) DOH&FW, DNH reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidder shall, when so required by the DOH&FW, DNH, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the DOH&FW, DNH shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DOH&FW, DNH there under.
 - l) DOH&FW, DNH reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
 - m) Save and except as provided in this RFP, DOH&FW, DNH shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
 - n) DOH&FW, DNH may also on its own motion for any reason, if deemed necessary, issue interpretations and clarifications to all Bidders through the issuance of Addenda through its website - <https://dnhtenders.gov.in> at any time prior to the proposal date. The clarifications and interpretations can be the Department's own initiative or in response to clarifications requested by the Bidder and shall be deemed to be part of this RFP and binding upon all the Bidders. Verbal clarifications and information given by DOH&FW, DNH

- or its employees or representatives shall not in any way or manner be binding.
- o) The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. DOH&FW, DNH, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or Proposal Security shall be extended for a specified additional period at the request of DOH&FW, DNH. A Bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his Proposal Security for the period of extension. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.
 - p) Bids shall be deemed to be under consideration immediately after they are opened and until such time the DOH&FW, DNH makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, DOH&FW, DNH and/ or their employees/ representatives on matters related to the Bids under consideration.
 - q) It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:
 - a. The requirements and other information set forth in this RFP Document.
 - b. The various aspects of the Project including, but not limited to the following:
 - i. The Project Site, Project Facilities, structures, access roads and public utilities in the vicinity etc.;
 - ii. All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.

8. CONDITION OF ELIGIBILITY OF APPLICANTS

8.1 For determining the eligibility of applicant for their pre-qualification hereunder, the following shall apply:

(a) The Applicant for pre-qualification should be a single entity such as an autonomous body or company formed under companies Act 2013, Society formed under the Society's Registration Act, or a trust, coming to implement the Project.

(b) The following applicant shall be eligible:

- (1). An autonomous Body
- (2). Company formed under Companies Act.
- (3). Society formed under the society's registration Act or
- (4). A Trust.

Note: Provided further that any AYURVEDIC HOSPITAL set up by an Autonomous Body/Society/Trust as at Sr.No.(1), (2) and (3) above may also be converted into a company at their own discretion.

(C). An applicant shall not ('conflict of interest') that affects the bidding process. any applicant found to have conflict of interest shall be disqualified. An applicant shall be deemed to have conflict of interest affecting the bidding process, if:

(i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or

(vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project. *Explanation:* In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

[(e) Other eligibility conditions shall include as per the GOI guidelines]

8.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfil the following conditions of eligibility:

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

- (vi) paid for, or received payments for running and maintaining AYURVEDIC HOSPITAL AND WELLNESS CENTRES of 200 beds or more. (the "**Threshold Technical Capacity**").
- (vii) Experience of running and maintaining an Ayurvedic Hospital for more than 50 years.
- (viii) Experience in manufacturing of ayurvedic drugs for over 50 years
- (ix) collected and appropriated revenues from the above Eligible Project(s).
- (x) Running an OPD of 10,000 patients per year and IPD of 3000 patients per year.

such that the sum total of the above is more than [Rs.600crore (Rs. Six hundred crore)] (the **“Threshold Technical Capacity”**)

[Provided that at least one fourth of the Threshold Technical Capacity shall be from the Eligible Projects

(B) **Financial Capacity:** The Applicant shall have a minimum Net Worth (the **“Financial Capacity”**) of [Rs. 150 crore (Rs. One Hundred Fifty crore)] at the close of the preceding financial year.

1. The Net Worth should be equivalent to twice the Estimated Project Cost of the Project for which bids are being invited. Where deemed necessary, the Authority may increase/decrease the threshold of Net Worth by one half of the Estimated Project Cost.
2. Net Worth has been adopted as the criterion for assessing financial capacity since it is a comprehensive indication of the financial strength of the Applicant. In exceptional cases, however, the Authority may also prescribe a minimum annual turnover and/ or net cash accruals as an indication of the Applicant’s cash flows and financial health. **For the purposes of this RFP Document, Net Worth shall mean:**
Paid-up share capital + reserves created out of profits and securities premium account) less (aggregate value of accumulated losses + deferred expenditure + miscellaneous expenditure not written off + reserves created out of revaluation of assets + write-back of depreciation and amalgamation), in case of companies;
3. The bidder will required to submit the CA certify net worth and Turnover certificate

8.3 **O&M Experience:** The Applicant shall have experience of owning, management and running ayurvedic hospital for a period of 50 (fifty) years.

8.4 The Applicants shall enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/ received or works commissioned, as the case may be, during the past 5 years in respect of the projects specified in paragraph 2.2.2 (A) above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and

(ii) certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4 (ii). For the purposes of this RFQ, net worth (the **"Net Worth"**) shall mean 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 share holders.

8.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Applicant

8.6 Provided, however, that where any Ayurvedic Hospital is set up by an Autonomous Body/Society/Trust, it may have the option to convert itself into a company at its own discretion,

8.7 Any entity which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application,.

8.8 An Applicant should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, or Associate .

8.9 The following conditions shall be adhered to while submitting an Application:

(a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by an Applicant must apply to the Applicant, Member or Associate

named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;

(c)in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below;

8.10 [While Qualification is open to persons from any country, the following provisions shall apply:]

[(a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or]

[(b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;]

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

[The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.]

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

8.11 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

8.12 Number of Applications and costs thereof

8.12.1 No Applicant shall submit more than one Application for the Project. An applicant applying shall not be entitled to submit another application.

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

8.13 Site visit and verification of information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

8.14 Acknowledgement by Applicant

8.14.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters.
- (d) agreed to be bound by the undertakings provided by it under and in terms hereof.

9.1 Acknowledgement of the Bidders

It shall be deemed that by submitting an e-bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents.
- b) received all relevant information requested from DOH&FW, DNH;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of DOH&FW, DNH relating to any of the matters referred to in Clause 9.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 9.1 herein above necessary and required for submitting an informed Bid, execution or operations of the project in accordance with the Bidding Documents and performance of all its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 9.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations etc. from DOH&FW, DNH, or a ground for termination of the running of Ayurvedic Hospital and Wellness Center Agreement by the bidder.
- f) acknowledged that it does not have a conflict of interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

9.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the

above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by DOH&FW, DNH.

9.3 Verification and disqualification

- a) Notwithstanding anything contained in this RFP, DOH&FW, DNH reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereto. In the event that DOH&FW, DNH rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) Right to accept and reject any or all bids
 - i. Notwithstanding anything contained in this RFP, DOH&FW, DNH reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by DOH&FW, DNH, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by DOH&FW, DNH shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DOH&FW, DNH thereunder.

9.4 The Authority reserves the right to reject any e-bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time prescribed by DOH&FW, DNH, the supplemental information sought by Department for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the highest Bidder gets disqualified / rejected, then DOH&FW, DNH reserves the right to take any such measure as may be deemed fit in the sole discretion of DOH&FW, DNH.
- c. In case it is found during the evaluation or at any time before signing of the Operation and Maintenance Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the O&M Operator either by issue of the LOI or entering into of the Operation and Maintenance Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case maybe, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by DOH&FW, DNH to the Selected Bidder or the O&M Operator, as the case may be, without DOH&FW, DNH being liable in any manner whatsoever to the Selected Bidder or O&M Operator. In such an event, DOH&FW, DNH shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DOH&FW, DNH under the Bidding Documents and/ or running of Ayurvedic Hospital and Wellness Center Agreement, or otherwise.

9.5 Clarifications

Bidders requiring any clarification on the RFP Document may send their queries

To, Director (Medical & Health Services),

Email-nam.dnh.ut@gmail.com

Phone: 0260 2992044 latest by the relevant aforementioned date and time, Schedule of Bidding Process.

DOH&FW, DNH would endeavour to respond to the queries. DOH&FW, DNH will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of DOH&FW, DNH without identifying the source of the enquiry.

a. DOH&FW, DNH shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, DOH&FW, DNH reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring DOH&FW, DNH to respond to any question or to provide any clarification.

b. DOH&FW, DNH may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by DOH&FW; Daman 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 DOH&FW, DNH.

c. To facilitate evaluation of Bidders, DOH&FW, DNH may, at its sole discretion, seek clarifications from any Bidder regarding its e-bid. Such clarification(s) shall be provided within the time specified by DOH&FW, DNH for this purpose. Any request for clarification(s) thereto shall be made through email.

d. If a Bidder does not provide clarifications sought within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, DOH&FW, DNH may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of DOH&FW, DNH.

9.6 Qualified Bidders

The bidder who meets all the eligibility conditions laid down in RFP Document is a Qualified Bidder. The Price Bids of only Qualified Bidders will be opened.

9.7. Amendment of RFP

a. At any time prior to the Bid Due Date, DOH&FW, DNH may, for any reason, whatsoever whether on its own initiative / volition or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigenda.

b. Any Addenda or Corrigenda thus issued will be notified and uploaded on website only which shall be binding upon all the bidders. Interested bidders are advised to visit the Portal website <https://dnhtenders.gov.in> regularly till the bid due date to check for any corrigenda / addenda/ amendment.

c. In order to afford the Bidders a reasonable time for taking into account the contents of any Addenda or Corrigenda, or for any other reason, DOH&FW, DNH may, at its own discretion, extend the Bid Due Date by an appropriate period.

10. AUTHORIZED REPRESENTATIVES

a) Any action required or permitted to be taken, and any document required or permitted to be executed by the Authority may be taken. The Authority may, from time to time, re-designate one of its officials as the Authorized Representative. Unless otherwise notified, the Authorized Representative of the Authority shall be its Director / CEO (AYUSH).

b) The successful bidder, after appointment, shall designate one of its employees as a representative, who will act as single point contact.

11. Preparation of Bid

11.1. Language

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

11.2. Preparation of Bid

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

11.3 Bid submission

i. Please refer to the Instructions/ Guidelines for E-Tendering Portal for Online Bid Submission.

The Bidders are required to submit their e-bids electronically on <https://dnhtenders.gov.in> website, using valid DSCs.

ii. The Bidders are required to submit their bids electronically in the following 2 (two) parts:

a. Technical Bid

b. Financial Bid

iii. Technical Bid shall contain duly filled application in the prescribed format along with the Appendices (together with the supporting documents specified therein) and the documents specified, which shall also be submitted in hard- copy in the manner stated in this Financial Bid shall be uploaded online only in the prescribed format.

iv. Documents requiring submission in original hard copy in technical bid:

v. Original demand drafts towards payment of Bid Security Fees.

vi. Hard copy of all Documents listed at Appendices (together with the supporting documents specified therein) and the documents specified in the tender document.

12 Instructions for submission of Bid

i. Technical Bid: The following documents shall constitute the Technical Bid and are required to be uploaded on website: <https://dnhtenders.gov.in> with scan copy of the demand draft for RFP processing fee and Bid Security /EMD:

PART A: FORMAT FOR SUBMISSION OF BID		
1	Appendix- A1	Letter comprising the bid for Pre- Qualification and Technical Evaluation.
2	Appendix -A2	Power of Attorney for signing the Bid
3	Appendix-A3	Power of Attorney for Lead member of the Consortium (if applicable)
4	Appendix-A4	Joint Bidding Agreement (in case of a Consortium)
5	Appendix-A5	Bank Guarantee for Performance Security
6	Appendix - A6	Statement of Legal Capacity
7	Appendix - A7	affidavit certifying that the bidder or any member of the consortium, or its directors are not blacklisted
8	Appendix – A8	Certified Documents of Registration of any of the following: (1).An autonomous Body (2). Company formed under Companies Act. (3). Society formed under the society's registration Act or (4). A Trust.
PART B: FORMAT FOR TECHNICAL BID SUBMISSION		
9	Appendix B1	Particulars of the Bidder
10	Appendix B2	Financial Capacity of the Bidder
11	Appendix B3	Self-Certification Affidavit
ADDITIONAL DOCUMENTS		
12	RFP Processing Fee: Document evidencing payment of INR 10,000/- (INR Ten Thousand only) in favor of the Director (Medical & Health Services) payable at Silvassa towards RFP Processing Fee.	
13	Bid Security/EMD: Document evidencing payment of INR 10,00,000 (INR Ten lacs only) in favor of Director (Medical & Health Services)	
14	Letter in terms of Clause 8.11 of this RFP Document.	
15	Letter(s) in terms of Clause 8.6 of this RFP Document.	
16	Copies of Bidder's duly audited annual accounts along with annual reports for the preceding 5 (Five) years.	
17	CA certify Net worth and Turnover certificate	
18	Copy of Partnership/Memorandum and Articles of Association of the Bidder and in case of a Consortium, of all the Consortium members (if applicable).	
19	PAN No, GST Registration certificate	
20	Any other relevant document required to be submitted in terms of this RFP.	

12.1 Bid Due Date

- i. as detailed in this RFP.
- ii. DOH&FW, DNH may, in its sole discretion, extend the Bid Due Date by issuing an Corrigendum/Addendum.

12.2. Late Bids

Bids received by DOH&FW, DNH after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

12.3. Modifications/Substitution/Withdrawal of Bids

- i. The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. No change in the Consortium members is allowed once the Bids have been submitted

12.4. Rejection of Bids

- i. Notwithstanding anything contained in this RFP, DOH&FW, DNH reserves the right to reject any Bid and to annul or modify the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
- ii. DOH&FW, DNH reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

12.5 Validity of bids

- i. The bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and DOH&FW, DNH.

12.6. Confidentiality

- i. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor, advising DOH&FW, DNH in relation to, or matters arising out of, or concerning the Bidding Process. DOH&FW, DNH 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 as confidential. DOH&FW, DNH may not divulge any such information unless it is directed to do so by any statutory or judicial authority that has the power under law to require its disclosure or to enforce or assert its right or privilege as may be required by or under any law or in connection with any legal process.
- ii. The Bidder also acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof,

consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to DOH&FW, DNH.

12.7. Correspondence with the Bidder

- i. Save and except as provided in this RFP, DOH&FW, DNH shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

12.8. Sealing and marking of Bid

- i. Documents from clause 12.4- i Part A and Additional document, shall be placed in a separate envelope and marked as “Enclosures of the Bid”.
- ii. Documents from clause 12.4 i Part B shall be placed in a separate envelope and marked as “Technical Qualification”
- iii. The Two envelopes specified in clause 12.14 i and 12.14.ii shall be sealed and placed in an outer envelope, which shall be sealed. Outer envelope shall clearly bear the following identification:

“Selection of Agency for running of Ayurvedic Hospital and Wellness Center at Pati, DNH”

And clearly indicate the name, address and contact number of the bidder. In addition, the Bid due date be indicated on the right-hand top corner of each of the envelopes.

The Bid shall be summarily rejected if the Hard copy of all or any of the documents mentioned herein is not received by DOH&FW, DNH latest within two days from the date of online submission.

Physical copies shall be sent on below Address:

Director, Medical & Health Services
Department of AYUSH,
Shri Vinoba Bhave Civil Hospital,
Dadra & Nagar Haveli,
Silvassa-396230

13. BID SECURITY

- 13.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of demand draft issued by a Scheduled Commercial bank in India for INR 10,00,000/- (INR Ten lacs only), in favour of the "Director (Medical & Health Services)".
- 13.2 Any e-bid without the documents evidencing the payment of RFP Processing Fees and Bid Security shall be summarily rejected by DOH&FW, DNH as non-responsive.
- 13.3 The Bid Security of unsuccessful Bidders will be returned by DOH&FW, DNH, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by DOH&FW, DNH. The refund thereof shall be in the form of an account payee cheque in the case the payment has been made by a Demand Draft in favour of the unsuccessful Bidder(s).
- 13.4 The Selected Bidder's Bid Security will be returned, without any interest, upon signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof. DOH&FW, DNH may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by it in accordance with the provisions of the Agreement.
- 13.5 DOH&FW, DNH shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 13.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that DOH&FW, DNH will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 13.6 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to DOH&FW, DNH under the Bidding Documents and/ or under the Running of Ayurvedic Hospital and Wellness Center Agreement, or otherwise, if
- a. Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 14.3 of this RFP;
 - b. Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and DOH&FW, DNH;
 - c. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOI; or
 - ii. to sign the running of Ayurvedic Hospital and Wellness Center Agreement; or
 - iii. to furnish the Performance Security in accordance with the Bid Documents 13.7. Opening and Evaluation of Bids
- 13.7 DOH&FW, DNH shall open the Bids electronically as per Clause of RFP on the website <https://dnhtenders.gov.in>
- a. Bids for which a notice of withdrawal has been submitted in accordance with Clause 12.9 shall not be opened.
 - b. DOH&FW, DNH will subsequently examine and evaluate e-bids in accordance with the provisions set out in RFP.
 - c. Bidders are advised that qualification of e-bids will be entirely at the discretion of DOH&FW, DNH. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
 - d. Any information contained in the Bid shall not in any way be construed as binding on DOH&FW, DNH, its agents, successors or assigns, but shall be binding against the Bidder if the Property is subsequently awarded to it on the basis of such information.

- e. DOH&FW, DNH reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
 - f. To facilitate the evaluation of Bids, DOH&FW, DNH may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 13.8 Test of responsiveness
- a. Prior to evaluation of Bids, DOH&FW, DNH shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
 - i. it is uploaded as per formats prescribed in Appendices Part-A, Part-B, and Part- C;
 - ii. it is uploaded by the Bid Due Date including any extension thereof pursuant to Clause of RFP
 - iii. it is signed, sealed, and marked as stipulated in Clauses 12.2 and Clause 12.3;
 - iv. it is accompanied by documents evidencing payment of the RFP Processing Fee, Bid Security and documents required in hard copy in sealed cover in accordance with this RFP Document;
 - v. it is accompanied by the Power(s) of Attorney(s) in terms of Clause 12.3. -iv;
 - vi. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - vii. it contains information in formats same as those specified in this RFP/Bidding documents;
 - viii. it contains certificates from Statutory Auditors (in case of companies)/ independent chartered accountant (in case of bidders other than companies doing business and maintain a balance sheet)/ valuer's certificate (in case of individual bidders not doing any business and not maintaining a balance sheet) in the formats specified in Part B of Appendices of the RFP for the Property;
 - ix. it is accompanied by the Joint Bidding Agreement (for Consortium),
 - x. it does not contain any condition or qualification; and
 - xi. it is not in violation of terms hereof.
- 13.9 Opening of Financial Bids
- a. Financial bids of only those Bidders who are qualified shall be opened by DOH&FW, DNH
- 13.10 Proprietary data
- 13.11 All documents and other information supplied by DOH&FW, DNH or uploaded by a Bidder to DOH&FW, DNH shall remain or become the property of DOH&FW, DNH. Bidders are to treat all information as strictly confidential and not to use it for any purpose other than for preparation and submission of their Bid. DOH&FW, DNH will not return any Bid or any information provided along therewith.
- 13.12 Correspondence with the Bidder
- a. Save and except as provided in this RFP, DOH&FW, DNH shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

14. Evaluation Criteria

14.1. Evaluation criteria for Financial Bids

The Bidder with highest bid price quoted after the completion of e-forward Auction stage shall be declared the successful bidder subject to meeting all other conditions mentioned in the RFP. In the event that two or more Bidders quote the same bid, DOH&FW, DNH may take any other such measure as may be deemed fit by the Authority in its sole discretion, including annulment of the Bidding process.

14.2. Selection of Bidder and Award of Contract

- i. The Bidder with highest bid price quoted after the completion of e- forward Auction stage shall be declared the selected bidder ("Selected Bidder"). In the event that the DOH&FW, DNH rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- ii. In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance,

- the DOH&FW, DNH may invite fresh bids.
- iii. After selection, a Letter of Intent (“LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 30 days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the 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 on account of failure of the Selected Bidder to acknowledge the LOI, and the next eligible Bidder may be considered.
 - iv. After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall cause the Bidder to execute the Agreement within the period prescribed LOI issued by the Department or the date mutually agreed between the two parties. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall only be executed and signed by an authorized signatory of the Selected Bidder, preferably one of the Board of Directors.

14.3 Fraud and corrupt Practices

- i. Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Operation and Maintenance Agreement, DOH&FW, DNH may reject a Bid, withdraw the LOI, or DOH&FW, DNH may terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or O&M Operator, as the case may be, if it determines that the Bidder or O&M Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice in the Bidding Process. In such an event, DOH&FW, DNH shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to DOH&FW, DNH under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.
- ii. Without prejudice to the rights of DOH&FW, DNH under Clause 14.3 hereinabove and the rights and remedies which DOH&FW, DNH may have under the LOI or the Operation and Maintenance Agreement, or otherwise if a Bidder or O&M Operator, as the case may be, is found by DOH&FW, DNH to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Operation and Maintenance Agreement, such Bidder or O&M Bidder shall not be eligible to participate in any tender or RFP issued by DOH&FW, DNH during a period of 1(one) year from the date such Bidder or O&M Operator, as the case may be, is found by DOH&FW, DNH to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- iii. For the purposes of this Clause 14.3, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DOH&FW, DNH who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Operation and Maintenance Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 3 (three) year from the date such official resigns or retires from or otherwise ceases to be in the service of DOH&FW, DNH, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 7.2.d of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case maybe, any person in respect of any matter relating to the Property or the LOI or the Operation and Maintenance Agreement, who at any time has

been or is a legal, financial or technical advisor of DOH&FW, DNH in relation to any matter concerning the Property;

- b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d. "unfair practice" means (i) establishing contact with any person connected with or employed or engaged by DOH&FW, DNH with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

14.4. Miscellaneous

i. Governing law and jurisdiction: The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State/UT in which DOH&FW, DNH, UT of DNH&DD has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The jurisdiction of the courts shall be in Silvassa.

ii. Dispute Resolution mechanism: Any difference or dispute arising out of or relating to this RFP will be referred to DOH&FW, DNH for appointment of an Arbitrator. The Sole Arbitrator so appointed shall not have any direct or indirect of any past or present relationship or interest in any of the parties. The arbitration proceeding will be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time). The arbitral proceedings shall be held in Silvassa. The laws of India shall govern this agreement. The courts in Silvassa shall have exclusive jurisdiction.

iii. Authorized signatory: The selected Bidder shall indicate the authorized signatories who can discuss and correspond with client, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary/ director, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with client, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by DOH&FW, DNH and client.

iv. Patent rights: In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Ayurvedic Hospital and Wellness Center or any part thereof in India, the Selected Bidder shall act expeditiously to extinguish such claim. If the Selected Bidder fails to comply and client is required to pay compensation to a third party resulting from such infringement, the Selected Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. Client will give notice to the Selected Bidder of such claim, if it is made, without delay. The Selected Bidder shall indemnify client against all third-party claims.

V. Compliance with statutory and regulatory provisions: It shall be the sole responsibility of the Selected Bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

vi. Conflict of interest: The Bidder shall disclose to DOH&FW, DNH in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of executing the Property as soon as practical after it becomes aware of that conflict.

14. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the DNH & DD in which DOH&FW, DNH has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

viii. DOH&FW, DNH, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to DOH&FW, DNH by, on behalf of, and/ or in relation to any Bidder; and/ or

ix. 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. It shall be deemed that by submitting the Bid, the Bidder

agrees and releases DOH&FW, DNH, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

14.5. Force Majeure

Force Majeure is herein defined as any case, which is beyond the control of the selected Bidder or DOH&FW, DNH as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as :-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 (ten) days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or DOH&FW, DNH shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 (thirty) days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

i. Notice of Force Majeure Event

- a. The Affected Party shall give written notice to the other Party in writing of the occurrence of any of the Force Majeure Event (the "Notice") as soon as the same arises or as soon as reasonably practicable and in any event within 7 (seven) Days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the adverse effect it has or is likely to have on the performance of its obligations under the Agreement.
- b. The Notice shall inter-alia include full particulars of:
 - I. the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof;
 - II. the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or shall have on the Affected Party's ability to perform its obligations or any of them under the Agreement;
 - III. the measures which the Affected Party has taken or proposes to be taken, to alleviate the impact of the Force Majeure Event or to mitigate the damage; and
 - IV. any other relevant information.
- a) So long as the Affected Party continues to claim to be affected by a Force Majeure Event, it shall provide the other Party with periodic (monthly) written report.
- b) If the force majeure event continues for a period beyond 60 days either party may terminate the contract.

ii. Effect of an Event of Force Majeure

Neither party shall be in breach of its obligation under this agreement or incur any liability to other party for any losses or danger of any nature whatsoever incurred or suffered by that other party if and the extent that it is prevented from carrying out the obligations by or such loses or damages are caused by a Force Majeure event

14.6 Termination by the Owner/Authority:

The Owner may terminate this Agreement considering the Bidder have the opportunity to cure the default:

- a) summarily by notice to the Bidder if an Insolvency Event occurs in relation to the Bidder;
- b) by giving not less than ninety (90) days' notice to the Bidder if the Bidder is:
 - i. guilty of fraud and/ or Willful Misconduct or Gross Negligence in connection with its obligations under this Agreement, which results in or would be likely to result in a material loss or material damage to the Owner; or
 - ii. any representation made or given by the Bidder in this Agreement was at the time it was made or given or, at any time during the Term becomes, materially untrue or misleading.
- c) However, the Bidder shall have a period of thirty (30) days from the date of receipt of the notice to cure the default specified in clause (b) above, provided that the Bidder takes all reasonable steps to cure such default within such period.

14.7 Revenue Sharing Mechanism

- I. Definition of Profit: For the purpose of this Agreement, "Profit" shall be defined as the Gross Revenue less the Permissible Expenses.
- II. Gross Revenue: Gross Revenue shall mean the total revenue earned by the Private Firm from the Running of Ayurvedic Hospital and Wellness Centres of the Property, including but not limited to, rental income, service charges, and other fees.
- III. Permissible Expenses: Permissible Expenses shall mean all reasonable and necessary expenses incurred by the Private Firm in the operation, maintenance, and management of the Property, including but not limited to:
 - a) Operating expenses, such as salaries, wages, utilities, insurance, taxes, and maintenance costs.
 - b) Capital expenditure on improvements and upgrades to the Property, subject to prior approval of the Department.
 - c) Marketing and promotional expenses.
 - d) Administrative and general expenses.
 - e) Debt service costs, if any.
- IV. Revenue Sharing Ratio: The net revenue, as quoted by the bidder, shall be shared with the Authority.
- V. Calculation of Revenue-Sharing Amount: The revenue-sharing amount payable to the Department shall be calculated based on the net revenue for each financial year. The Private Firm shall submit audited financial statements to the Department within 1 month of the end of each financial year.
- VI. Payment of Revenue-Sharing Amount: The Private Firm shall pay the Authority's share of the revenue within 30 days of the submission of the audited financial statements.
- VII. Dispute Resolution: In the event of any dispute or disagreement regarding the calculation of revenue or the payment of the revenue-sharing amount, the parties shall endeavour to resolve the same amicably through negotiation. If the dispute cannot be resolved amicably, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

15. FORMATS FOR BID SUBMISSION

Appendix A1- Letter Comprising the bid for Pre-qualification and technical Evaluation

Form 1 - Notice of Intent to submit proposal in response to the RFP Notice

(On Letter Head of the Bidder/Lead Member of Consortium)

{place}

{Date}

To,
Director (Medical & Health Services),
Email: nam.dnh.ut@gmail.com
Phone: 02602992044

Sub: Selection of an agency for running of Ayurvedic Hospital and Wellness Center, Pati, DNH

Dear Sir/ Madam,

1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Property. The Bid is unconditional and unqualified.
2. I/ We acknowledge that DOH&FW, DNH will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the O&M Operator for the aforesaid Property, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as of the aforesaid Property.
4. I/ We shall make available to DOH&FW, DNH any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I/ We acknowledge the right of DOH&FW, DNH to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we/ any of the Consortium Members¹ have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been

expelled from any or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by DOH&FW, DNH; and
 - b) I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with DOH&FW, DNH or any other public sector enterprise or any government, Central or State/UT; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Property, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the positive Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, are not a Member of a/ any other Consortium submitting a Bid for the Property.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Property or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a court of law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/

managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate DOH&FW, DNH of the same immediately.
15. I/We further certify that we/any Member of the Consortium are not barred by the Central Government/State/UT Government or any entity controlled by it, from participation in any property, and no bar subsists as on date of Bid.
16. I/ We acknowledge and agree that in the event of a change in control of an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, I/We shall inform DOH&FW, DNH forthwith along with all relevant particulars and DOH&FW, DNH may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Operation and Maintenance Agreement but prior to Financial Close of the Property, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Operation and Maintenance Agreement shall be liable to be terminated without DOH&FW, DNH being liable to us in any manner whatsoever.
17. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, as such prior to the execution of Operation and Maintenance Agreement.
18. I /We hereby confirm that we shall comply with the O&M requirements specified in requisite Clause of the RFP.
19. I/ We hereby irrevocably waive any right to remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DOH&FW, DNH in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Property and the terms and implementation thereof.
20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a running of Ayurvedic Hospital & Wellness Center Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. I/ We have studied all the Bidding Documents carefully and also surveyed the site. I/We understand that except to the extent as expressly set forth in the running of Ayurvedic Hospital & Wellness Center Agreement, I/we shall have no claim, right or title arising

out of any documents or information provided to me/us by DOH&FW, DNH or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

22. I/ We offer a Bid Security of Rs. 10,00,000/- (Rupees Ten lacs only) to DOH&FW, DNH in accordance with the RFP Document.
23. The Bid Security in the form of a demand draft is attached (if applicable).
24. 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 Property is not awarded to me/us or I/our Bid is not opened or rejected.
25. Financial bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, running of Ayurvedic Hospital & Wellness Center Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Property and Operation.
27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
28. I/We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the bidder under the running of Ayurvedic Hospital & Wellness Center Agreement till occurrence of financial close in accordance with the Operation and Maintenance Agreement.
29. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
30. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
26. I/ We certify that in terms of the RFP, my/our positive Net Worth is Rs. (Rupees)

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder/Lead Member

Appendix A2- Power of Attorney for signing of Bid 2

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, I/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 my/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 selection and submission of our bid for the

..... Property proposed or being developed by the (the "Authority") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to DOH&FW, DNH, representing us in all matters before DOH&FW, DNH, signing and execution of all contracts including the running of Ayurvedic Hospital & Wellness Center Agreement and undertakings consequent to acceptance of our bid, and generally dealing with DOH&FW, DNH in all matters in connection with or relating to or arising out of our bid for the said Property and/ or upon award thereof to me/us and/or till the entering into of the Operation and Maintenance Agreement with DOH&FW, DNH.

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

IN WITNESS WHEREOF I/WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.

- 2.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

² To be submitted in original.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or share
- holder's resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Appendix A3- Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas the.....("DOH&FW, DNH") has invited Bids from interested parties for the Guest House & Cafeteria (the "The Property").

Whereas, and.....(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Property in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Property, 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 Property and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at....., M/shaving our registered office at, and 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"). 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 bidding process and, in the event the Consortium is awarded the contract, during the execution of the Property 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 selection of the Consortium and submission of its bid for the Property, including but not limited to signing and submission of all Bids, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with DOH&FW, DNH, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Property and/ or upon award

thereof till the running of Ayurvedic Hospital & Wellness Center Agreement is entered into with Authority.

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

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium) Witnesses:

1.

2.

Notarized (Signature, name, designation 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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Appendix A4- Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

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

AMONGST

- 1. {.....} having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

- 2. {..... } 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. {.....} 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)}

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. DOH&FW, DNH represented by its Director and having its principal office at (hereinafter referred to as the “DOH&FW, DNH” 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 (the “RFP”) for

“Selection of an agency for running of Ayurvedic Hospital & Wellness Center, Pati, DNH”

- B. The Parties are interested in jointly bidding for the Property as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Property, and
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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 then “RFP”

2. *Consortium*

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

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

3. *Covenants*

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Property, for entering into a running of Ayurvedic Hospital & Wellness Center Agreement with the Authority and for performing all its obligations as the O&M Operator in terms of the running of Ayurvedic Hospital & Wellness Center Agreement for the Property.

4. *Role of the Parties*

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

a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Bidder/ Other 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 Bidding Process and for performing all its obligations in the terms of agreement;

b) Party of the Second Part shall be (bidder/ Other Member of the Consortium)

c) Party of the Third Part shall be (bidder/ Other Member of the Consortium)

5. *Joint and Several Liabilities*

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Property and in accordance with the terms of the “RFP” and the running of Ayurvedic Hospital & Wellness Center Agreement, till such time as the financial close for the Property is achieved under and in accordance with the running of Ayurvedic Hospital & Wellness Center Agreement.

6. *Shareholding work in the project*

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

First Party:

Second Party:

Third Party:

6.2 The Parties undertake that a minimum of:

i. Further, the lead member shall itself undertake at least 51% (fifty one percent) of the total project work if the project awarded to consortium; and

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the running of Ayurvedic Hospital & Wellness Center Agreement.

7. Representation of the Parties

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

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

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor 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, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Property is achieved under and in accordance with the Operation and Maintenance Agreement, in case the Property is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Property, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by DOH&FW, DNH to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of DOH&FW, DNH.

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

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND For and on behalf of LEAD MEMBER by:

SECOND PART

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART (Signature) (Name) (Designation) (Address) In the presence of:

1.

2.

Notarized (Signature, name, designation and address of the Attorney)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with he procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix A6- Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/Lead

Member of Consortium) Ref. Date:

To,

Dear Sir,

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

We have agreed that.....(insert member's name) will act as the Lead Member of our consortium/We have agreed that (insert individual's name) will act as our representative/

will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Appendix A7- Format for affidavit certifying that the bidder or any member
of the consortium, or its directors are not blacklisted**

(On a Stamp Paper of relevant

value) Affidavit

I M/s....., (the names and addresses of the registered office) hereby certify and confirm that we

or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Property/ies, either individually or as member of a Consortium as on___.

We further confirm that we are aware our application for the captioned Property would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated thisDay of, 202....

Name of the Applicant

.....Signature of the Authorized Person

.....Name of the Authorized Person

Notarized (Signature, name, designation and address of the Attorney)

16. APPENDIX-B - FORMATS FOR TECHNICAL BID SUBMISSION

Appendix B1- Particulars of the Bidder

1. Detail of Bidder:
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

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

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

5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement should be attached to the Bid.
 - (c) Information regarding the role of each Member should be provided as per table below:

Sr. No	Name of Member	Role⁴	Percentage of equity in the Consortium⁵
1.			
2.			
3.			

6. *The role of each Member, as may be determined by the Bidder, should be indicated in accordance with the relevant Clause of RFP and instructions at Appendix-A4*
7. *The percentage of equity should be in accordance with respective Clause of RFP*

8. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium

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

9. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual non-compliance in past, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

Appendix B2- Financial Capacity of the Bidder

(In INR Cr)

1. Net worth

Bidder type	Net Cash Accruals			Net Worth
	Year 1	Year 2	Year 3	
(1)	(2)	(3)	(4)	(5)
Single Entry Bidder				
TOTAL				

Bidder type	Net Cash Accruals			Net Worth
	Year 1 (2)	Year 2 (3)	Year 3 (4)	
(1)				(5)
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
TOTAL				

2. Turnover

- Turnover (In INR. Crore)

Bidder type	Turnover				Total
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 4 (5)	
(1)					(6)
Single entity Bidder					
TOTAL					

Bidder type	Turnover				Total
	Year 1 (2)	Year 2 (3)	Year 3 (4)	Year 4 (5)	
(1)					(6)
Consortium Member 1					
Consortium Member 2					
Consortium Member 3					
TOTAL					

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the audit report (if any), balance sheets, financial statements and annual reports (where applicable) for 3 (three) years preceding the Bid Due Date. The financial statements shall
 - (a) reflect the financial situation of the Bidder or Consortium Members where the Bidder is relying on its Associate's financials;
 - (b) be audited by a statutory auditor in case of companies and independent chartered accountant in case of bidders other than companies;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit after Tax + Depreciation.
3. Net Worth shall mean:
 - (a) Paid-up share capital + reserves created out of profits and securities premium account) less (aggregate value of accumulated losses + deferred expenditure + miscellaneous expenditure not written off + reserves created out of revaluation of assets + write-back of depreciation and amalgamation), in case of companies.
4. Year 1 (i.e. 2022-23) will be the latest completed accounting year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall also be submitted.
6. The Bidder shall provide a Statutory Auditor's Certificate (in case the bidder is a company)/ independent chartered accountant's certificate (in case of bidders other than companies) specifying the positive Net Worth of the Bidder and also specifying the methodology adopted for calculating such positive Net Worth in accordance with Clause 9 of the RFP document.

Appendix B3- Particulars of the O&M Experience

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business:

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

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

4. Details of the operational Ayurvedic Hospital and Wellness Center for fulfilment of O&M Experience eligibility criteria:

Sl. No.	Property Name and location	Location	Date of Commencement of Operation*	No. of rooms/beds	Year	Authority of the Ayurvedic Hospital and Wellness Center	Details of OPD	Details of IPD	Details of manufacturing units of Ayurvedic drugs

*Date of commencement of operation shall be the date of operation for Ayurvedic Hospital and Wellness Center

Appendix B4- Self-Certification Affidavit

(On stamp paper of appropriate value)

I/ We hereby confirm that I/ we, the Bidder, satisfy the terms and conditions laid out in the RFP document and the technical and financial eligibility criteria set out in the RFP document.

I/ We hereby confirm that the Ayurvedic Hospital and Wellness Center run and operated by me/ us are at all times operated as the best ones in the country.

Thanking you,

Yours faithfully,

For and on behalf of.....

(Signature, name and designation of the authorized signatory)

APPENDIX-C- FORMAT FOR FINANCIAL BID SUBMISSION

Appendix C1- Financial Bid Forms (To be submitted Online Only)

Sr. No	Particular	Qty	In %
1	The Revenue-Sharing Fee quoted by the agency shall be in % (percent) of total Revenue per year from the all the Services provided at the Ayurvedic Hospital and Wellness Centre. The Revenue sharing fee shall be payable by the Bidder to the Authority.	Per year	

17. Annexure 1- List of amenities at Project Site

“ AYURVEDIC HOSPITAL AND WELLNESS CENTRE, DNH”

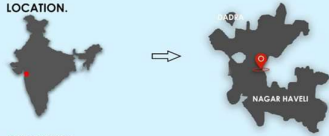




INTRODUCTION

AYURVEDIC HOSPITAL & WELLNESS CENTRE IN DADRA & NAGAR HAVELI

LOCATION.



LANDMARKS.



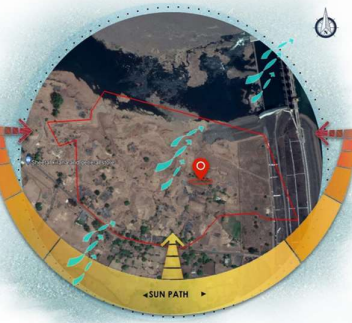
SATELLITE VIEW



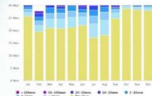
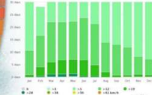
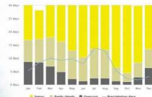
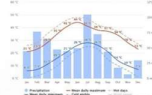
AYURVEDIC HOSPITAL & WELLNESS CENTRE IN DADRA & NAGAR HAVELI

ABOUT

The proposed site is located in Pali village in the union territory of Dadra and Nagar Haveli. Spread across an area of 40 acres, the site has the Damon Ganga river flowing along the northern side and overlooks the Madhuban dam. It is easily accessible via the Madhuban Dam road and has a variety of green parks surrounding the area. The serene setting composed of the Damon Ganga river and the Madhuban Dam provides an apt location for a wellness centre.



CLIMATIC ANALYSIS.



The climate of Dadra and Nagar Haveli is typical of its type. Being near the coast, all but the sparsely inhabited easternmost parts have a typical north Indian Ocean maritime climate. The summers are hot and become in their later part more humid. The monsoon starts in the month of June and extends until September.

SUMMER.

Highest Temperature - 39 C.
 - Normally the summer season of Dadra and Nagar Haveli is continued from April to June
 - the temperature varies during this season from 32°C to 42°C.
 - The city's yearly temperature is 28.15°C (82.67°F) and it is 2.18% higher than India's averages.

MONSOON.

Highest Humidity - 87%.
 - Normally the monsoon season of Dadra and Nagar Haveli is continued from July to September.
 - The average annual rainfall of the UT is very high (approximately 230 cm) due to the winds of Arabian Sea.

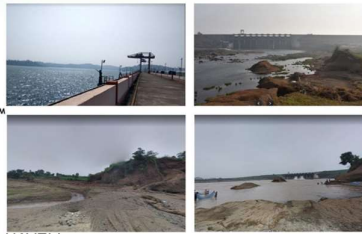
WINTER.

Lowest Temperature - 24 C.
 - Normally the winter season of Dadra and Nagar Haveli is continued from November to mid-march.
 - the temperature varies during this season from 15°C to 28°C.

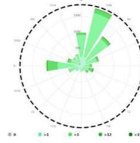
HOW TO REACH.



SITE CONTEXT.



WIND ROSE.



DEMOGRAPHICS.

TOTAL POPULATION	- 3,43,709
FEMALES	- 1,49,949
MALES	- 1,93,760
SEX RATIO	- 774

“ AYURVEDIC HOSPITAL AND WELLNESS CENTRE, DNH”

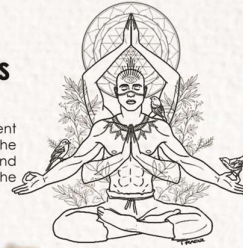
- Ayurvedic treatments are one of the world's oldest comprehensive healing systems.
- It developed from the Indian subcontinent.
It believes that health and wellbeing need a balance between the mind, body, and soul.
- Every person is made of five essential elements found in the universe: air, space, fire, water, and earth.
- They say that everything in the universe – dead or alive – is connected.
- If the mind, body, and spirit are in harmony with the universe, a person will have good health. When something disrupts this balance, they get sick.

AYURVEDA HOSPITAL AND WELLNESS CENTRE

Ayurveda in Sanskrit means 'the Science of Life'. This holistic system of medicine prevalent in Asia, is believed to have evolved from divine sources and practiced by sages in India over 3000-5000 years ago. Ayurveda views humans as a complex whole, including their external/ internal environment and derives its practice from universal laws of nature.

RELATIONSHIP BETWEEN HEALING SENSES AND ARCHITECTURE

It is not just a centre that will leave you breathless with the enchantment of its surroundings, but assists in redefining lifestyles to include the well-known traditional Indian wellness regimes of Ayurveda, Yoga and Vedanta combined with best of Wellness Experiences to bring about the union of mind, body and soul.



ELEMENTS OF AYURVEDA



1. Ether/space relates to the mouth, nostrils, respiratory tract and sound. Therefore, a bright and airy space could be implemented throughout the public areas.

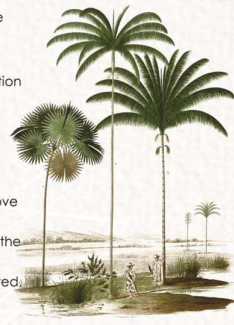
2. Air corresponds to the lungs, intestines, cell movement and touch. This can be referenced by natural textures, wood and stone and vegetation of external and internal spaces throughout the design.

3. Earth manifests itself in bones, nails, teeth, muscles, skin and hair which could suggest that green spaces could be directly linked to small private areas.

4. Water is linked to taste, digestion and saliva. The sound produced by the movement of water helps to relax and improve body functions.

5. Fire relates to digestion, metabolism, intelligence and sight. Views into the vegetable gardens and produce of the earth will be featured.

The experience of contrasts: light and darkness, introverted and extroverted, social and solitude, an architecture of simple lines helps in developing silence contrasting to the modern life we are trying to counterbalance.



AYURVEDIC HOSPITAL & WELLNESS CENTRE IN DADRA & NAGAR HAVELI

“ AYURVEDIC HOSPITAL AND WELLNESS CENTRE, DNH”

- Future of Ayurveda and its relevance in Wellness
- Ayurveda is the art of living in harmony with nature.
- Ayurveda is an ancient science of life, the word ' Ayur' literally means 'life' and 'veda', the 'science' or 'knowledge'.
- The basic principle of Ayurveda is to prevent illnesses by balancing body, mind, soul, and environment.
- Ayurveda explains the do's and don'ts one has to follow, which helps the well-being of each individual to lead a healthy, happy, comfortable and advantageous life mentally, physically and socially. Ayurveda also emphasizes the saying, 'PREVENTION IS BETTER THAN CURE'.

Current scenario of wellness opportunities in Silvassa

- Silvassa is a treat for adventure enthusiasts with several water parks based activities available to its visitors. It is also a paradise for those looking for handmade products. Kilvani Road is the main market in Silvassa where handmade products like Warli paintings and paper bags are sold. People who love to experiment with food have a wide range of options available to them at the restaurants in Silvassa, mainly focusing on the local Gujarati cuisine along with international cuisines including Italian, Chinese etc. Therefore, it is a host for many resorts, spa and other wellness center.

Location

- Dadra and Nagar Haveli, district, Dadra and Nagar Haveli and Daman and Diu union territory, west-central India, located in the western part of the country and situated between the states of Gujarat to the north and Maharashtra to the south. It lies some 15 miles (24 km) from the Arabian Sea and about 80 miles (130 km) north of Mumbai (Bombay).
- The territory consists of two sections—Dadra and Nagar Haveli—which together embrace roughly 70 villages. Its administrative headquarters is located in Silvassa. Area 190 square miles (491 square km). Pop. (2011) 342,853

Geographic setting

- Forests cover some two-fifths of Dadra and Nagar Haveli. The terrain is undulating and hilly, reaching elevations of 1,000 feet (300 metres) in the northeast and east near the Western Ghats. Lowland areas are limited to the central plains, which are crossed by the Daman Ganga River and its tributaries.
- The only navigable river in Dadra and Nagar Haveli, the Daman Ganga rises in Maharashtra and flows northwestward through the territory toward Daman, a port once famous for its docks

“ AYURVEDIC HOSPITAL AND WELLNESS CENTRE, DNH”



“ AYURVEDIC HOSPITAL AND WELLNESS CENTRE, DNH”



“ YOGA AND MEDITATION CENTRE”



RECEPTION







