

**EXPRESSION OF INTEREST**

**WESTERN ORISSA DEVELOPMENT COUNCIL (WODC)  
BHUBANESWAR, ORISSA  
INVITES PROPOSAL TO SET UP A MEDICAL COLLEGE, A DENTAL COLLEGE AND  
RESPECTIVE HOSPITALS AT BOLANGIR**

The WODC is interested in setting up a Medical college, a Dental College & their attached Hospitals through Public Private Partnership (PPP) at Bolangir, situated at a distance of 327 kms from Bhubaneswar on National Highway No. 201.

Accordingly, WODC invites proposal for the following three alternative packages: -

Package-1: A Medical College & Hospital **or**

Package-2: A Dental College & Hospital **or**

Package-3: Both Medical & Dental Colleges & their respective Hospitals

Complete details of this advertisement are available in WODC Website [www.wodcorissa.org](http://www.wodcorissa.org) with effect from **20.09.2010**.

WODC has already identified land and it would provide land free of premium. WODC would also provide the Viability Gap Funding and would facilitate in obtaining Essentiality Certificate, affiliation from the University etc.

Interested Society/ Trust/ Organisation/ Institutions/ Companies are invited to submit their Proposal for one or more of the three packages. The Party, once selected, has to deposit a sum of Rs 1.00(Rupees one crore) only in shape of Bank draft as performance guarantee till the commissioning of the Hospital at the site.

Last date for receiving queries/ confirmation of bidders to attend pre-bid meeting: **27.09.2010**

Date of pre-bid meeting: **04.10.2010 at 11.30 AM.**

Venue: **Conference Hall of WODC, 6<sup>th</sup> floor, Rajiv Bhawan, Bhubaneswar**

Answers to pre-bid queries by circular/ Email/ on WODC website: **11.10.2010**

Last date of Bid submission at WODC office: **18.10.2010 by 3 P.M.**

Date of Bid Opening in presence of Bidders: **25.10.2010 at 11.30 AM.**

Venue: **Conference Hall of WODC, 6<sup>th</sup> floor, Rajiv Bhawan, Bhubaneswar.**

**Chief Executive Officer  
Western Orissa Development Council**

**Address for Communication**

Chief Executive Officer,  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) **or** [info@wodcorissa.org](mailto:info@wodcorissa.org)

**WESTERN ORISSA DEVELOPMENT COUNCIL (WODC)  
BHUBANESWAR, ORISSA  
INVITES PROPOSAL TO SET UP A MEDICAL COLLEGE, A DENTAL COLLEGE AND  
RESPECTIVE HOSPITALS AT BOLANGIR**

**1.0. Background**

- 1.1. The WODC is a statutory body constituted under the WODC Act 2000 (Orissa Act -10 of 2000) for the accelerated development and advancement of the council area and its all-round development in the field of technical, educational and vocational training.
- 1.2. The WODC is interested in establishing a Medical college, a Dental college and their respective Hospitals through Public Private Partnership (PPP) at Bolangir, situated at a distance of 327 kms from Bhubaneswar on National Highway No. 201.
- 1.3. Accordingly, WODC invites proposal for the following three alternative packages: -

Package	Package Details				
	College	Intake	Hospital	No. of Beds	Land Available
1	Medical	100	Medical	500	25 Acres
2	Dental	50	Dental	100	5 Acres
3	Medical & Dental	100 50	Medical & Dental	500 100	30 Acres

**Table-1:** Summary of Intended Packages

- 1.4. WODC has already identified land and would provide land free of premium. WODC would also provide the Viability Gap Funding and facilitate in obtaining Essentiality Certificate, affiliation from the University etc.

**2.0. Objective**

- 2.1. To improve availability and quality of health care facilities in the region through an effective balance of facilitation and regulation.
- 2.2. To promote medical education infrastructure in Bolangir district.

**3.0. Brief Project Structure**

- 3.1. The Project would be structured in Build Own Operate (**BOO**) mode and would be governed as per the draft **Concession Agreement/ MOU** (to be finalised/ signed with selected bidder). Brief features are enumerated below.

### 3.2. **Role & Obligations of WODC/ Govt. Of Orissa**

WODC/ Govt. Of Orissa would provide the following to the Special Purpose Vehicle (SPV) termed as Project Company formed by selected bidder for implementation of the project: -

3.2.1. Land (as per Table-1) on lease at no premium

3.2.2. Viability Gap Funding (VGF) through instalments on reimbursement basis to create the immovable infrastructure.  
**The financial bids would be evaluated solely on the basis of VGF quoted. This would be back loaded and would be released upon commissioning of the project.**

3.2.3. Make appropriate arrangements to issue Essentiality Certificate

3.2.4. Extend support for obtaining affiliation from the concerned University for commencement of the MBBS Course.

### 3.3. **Role & Obligations of Private Partner (Selected Bidder)**

The Private Partner (selected bidder) would provide the following: -

3.3.1. Create the desired infrastructures for establishment of the Medical or/ and Dental College and Hospital as per awarded package (Table-1).

3.3.2. Make all necessary arrangements to get the permission of the Medical Council of India (MCI) / appropriate statutory authority by which necessary admission to the MBBS courses can be started.

3.3.3. Extend **free treatment** to the Below Poverty Line (BPL) categories of patients including no fee for consultancy and routine investigation.

3.3.4. Allot at least **100** beds in the Hospital free of cost for BPL category patients.

3.3.5. Reserve **10%** of the MBBS seats on payment of fees as may be fixed by the Government/ fee fixation committee, for the eligible candidates of WODC area and shall provide **25%** concession in food, accommodation facilities and purchase of Books to those WODC area students.

3.3.6. Deposit a sum of Rs- **1(one) crore** in the shape of Bank draft as **Performance Guarantee** (till the commissioning of a minimum **500** (Five hundred) bedded Hospital at the Site).

3.3.7. Pay **Ground Rent** as per applicable rates.

- 3.3.8. Levy **User Fees** (i.e. Course Fees, Hospital charges) for non-exempt category students/ patients etc.
- 3.3.9. Ensure full compliance to the norms and conditions of related regulatory authorities.
- 3.3.10. Co-operate with WODC and the Govt of Orissa to tackle any sort of health **problem in emergency** due to natural disaster and calamity at short notice.
- 3.3.11. Take the CEO, WODC and the District Collector, Bolangir as nominee(s) into the Managing Committee of the Medical College and Hospital to recommend various measures for speedy and effective health care delivery for the underserved rural and tribal population of Western Orissa, for co-ordination between the Management and Government of Orissa and to help the proposed Institute for conducting various **health camps** and for active involvement in admission of the students coming through Government Quota.

#### 3.4. **Project Monitoring & Review**

A joint project monitoring and review committees of WODC/ Govt. of Orissa and the Selected Bidder would be formed to monitor progress of project and as well as to review periodically the functioning of the Medical College & Hospital. This would include review of: -

- 3.4.1. Reservation of quantum of MBBS seats for WODC area.
- 3.4.2. Extension of free treatment to BPL patients after completion of 10<sup>th</sup> years of admission of the first batch of students of MBBS in the College.
- 3.4.3. Fee structure, as fixed by the Fee structure committee set up as per directive of Honourable Supreme Court.
- 3.4.4. Appoint an Independent Reviewer to oversee the functioning.

#### 4.0. **Instructions to Bidders**

- 4.1. **Scope of Bid**: WODC invites bids for the three alternative packages, as shown at Table-1.
- 4.2. **Eligibility of Bidders** For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply: -
  - 4.2.1. The Bidder may be a single entity or a group of entities (called the "Consortium") to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term

'Bidder' used herein would apply to both a single entity and a Consortium.

4.2.2. The Bidder may be an International/ Indian Society/ Trust/ Organisation/ Institutions/ Companies having experience in management of Medical &/ Dental College and Hospital.

4.2.3. The Bidder may be an Individual/ Group of Individuals having good academic experience in institutes of similar nature.

4.3. **Conditions of Eligibility**: To be eligible for pre-qualification and short-listing, a Bidder shall fulfil the following conditions of eligibility: -

4.3.1. **Technical Capacity** for Financing, constructing, procuring equipment/ services and operating a Medical and/ or Dental College: For demonstrating technical capacity and experience, the Bidder shall, over the past 3 (three) financial years preceding the Bid Submission Due Date, have: -

**(A) Package - 1 - Medical College & Hospital**

(i) Experience in operation and management of a Medical College with a minimum intake of **50** MBBS seats. The Medical College should be recognized/ registered with a National level Government medical body/ council; and/or

(ii) Experience in operation and management of **Allopathic Hospital/s** that singly has a capacity of **300** beds. The Hospital should be recognized/ registered with the National/ Local Statutory body; and/or

**(B) Package - 2 - Dental College & Hospital**

(i) Experience in operation and management of a **Dental College** with a minimum seat intake of **100** seats. The Dental College should be recognized/ registered with a National level Government body/ council. Experience in operation and management of **Dental Hospital/s** that singly/ cumulatively have a capacity of **100** beds (with at least one hospital of **50** beds). The Hospital should be recognized/ registered with the National/ Local Statutory body; and/or

(ii) Experience in operation and management of a **Nursing College** offering degree level course/s with a minimum intake of **60** seats and associated owned Hospital of **180** beds for a minimum of **3** years. The Nursing College should be recognized/ registered with a National level Government body/ council; and/or

### **(C) Package - 3 - Medical & Dental Colleges & their Hospitals**

A composite capacity, detailed under Para 4.3.1 (A) & (B) would be considered.

4.3.2. **Financial Capacity**: For demonstrating financial capability (the “Financial Capability”), the Bidder shall have:

- (i) Minimum Average Net worth of Rs. **60 Crores** and **30 Crores** for Medical College & Hospital and Dental College & Hospital respectively in the last three financial years immediately preceding the Bid Submission Due Date;
- (ii) Positive Net Cash Accruals in each of the past 3 (three) financial years preceding the Bid Submission Due Date.
- (iii) In case of a Consortium, the combined financial capacity of the Members shall be computed in proportion of the equity commitment made by each of them for investment in the SPV for fulfilling the Net worth criterion. However each member of the consortium individually, will be required to have positive Net Cash Accruals for each of the past 3 (three) financial years preceding the Bid Submission Due Date.

4.3.3. **Project-specific Experience**

- (i) The Bidder must indicate its experience in implementing projects of similar nature and its professional collaboration with reputed institutions at national and international level, if any.
- (ii) The Bidder shall quote experience in respect of a particular Eligible Project, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- (iii) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- (iv) The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Submission Due Date.
- (v) The Bidders must provide the necessary information relating to Technical Capacity as per format at **Annexure-III** of **Appendix-I**.

- (vi) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at [Annexure-V](#) of [Appendix-I](#).
- 4.3.4. The Bidder should submit a Power of Attorney as per the format at [Appendix-II](#), authorising the signatory of the Bidder to commit the Bid. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at [Appendix-III](#).
- 4.3.5. Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle (the "SPV"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements: -
- (i) Number of members in a consortium shall not exceed 5 (five);
  - (ii) Bid should contain information on each member of the consortium;
  - (iii) Members of the Consortium shall nominate one member as the "Lead Member", who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at [Appendix-III](#), signed by all the other members of the Consortium;
  - (iv) Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and Operation & Management (O&M) obligations;
  - (v) An individual Bidder cannot at the same time be member of a Consortium. Further, a member of a Consortium cannot be member of any other Consortium bidding;
  - (vi) Members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
  - (vii) Members of the Consortium shall enter into a Joint Bidding Agreement, in the form specified at [Appendix-IV](#), for the purpose of submitting a Bid.
- 4.3.6. Any entity which has been barred by the Central or State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid Submission, would not be eligible to submit Bid, either individually or as member of a Consortium.

- 4.4. **Bid Submission Conditions** The following conditions shall be adhered to while submitting a Bid: -
- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
  - (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
  - (c) Change in the composition of a Consortium will not be permitted till award of Project.
- 4.5. **Number of Bids and costs thereof:** No Bidder shall submit more than one Bid for the same package (table-1). A Bidder, applying individually or as a member of a Consortium, shall not be entitled to submit another Bid either individually or as a member of any Consortium. The Bidders shall be responsible for all costs associated with the preparation of their Bid and their participation in the Bid Process. WODC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.6. **Site visit and verification of information:** Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, 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.
- 4.7. **Acknowledgement by Bidder:**
- 4.7.1. It shall be deemed that by submitting the Bid, the Bidder has: -
- (a) made a complete and careful examination of the Advertisement;
  - (b) received all relevant information requested from WODC;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Advertisement or furnished by or on behalf of the WODC; and
  - (d) agreed to be bound by the undertakings provided by it.

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

4.8. **Right to accept or reject any or all Bids:**

(a) Notwithstanding anything contained in this Advertisement, the WODC reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the WODC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids. The WODC reserves the right to reject any Bid if: -

- (i) at any time, a material misrepresentation is made or uncovered, or
- (ii) the Bid does not provide, within the time specified by WODC, the supplemental information sought by WODC for evaluation of the Bid.

(b) If the rejected Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified/ rejected, then the Authority reserves the right to: -

- (i) invite the remaining Bidders to match the Bid of the Preferred Bidder/ submit their Bids in accordance with the Advertisement; or
- (ii) take any such measure as may be deemed fit in the sole discretion of the WODC, including annulment of the Bidding Process.

(c) In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the WODC, that one or more of the eligibility 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 Concessionaire either by issue of the Letter of Intent (LOI) or entering into of the Concession Agreement, and if the Bidder / SPV has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Advertisement, be liable to be terminated, by a communication in writing by the WODC to the

Bidder, without the WODC being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the WODC may have under this Advertisement, the Bidding Documents, the Concession Agreement or under applicable law.

- (d) The WODC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Advertisement. Any such verification or lack of such verification by the WODC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the WODC.

#### 4.9. **Clarifications & Pre-Bid Conference**

- (a) Bidders requiring any clarification may notify the WODC in writing or by fax and email. They should send in their queries before the date specified in the schedule of Bidding Process contained in **Para 4.14**.
- (b) A Pre-Bid conference of the interested parties shall be convened at the designated date, time and place stated at **Para 4.14**. A maximum of two representatives of each Bidder shall be allowed to participate subject to three day prior confirmation from the date of conference by the Bidder and production of authority letter from the Bidder.
- (c) During the course of Pre-Bid conference, answers to the queries received till that date would be provided. In addition, the Bidders will be free to seek further clarifications and make suggestions for consideration of the WODC. The WODC 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.
- (d) The WODC shall endeavour to respond to the queries within the period specified therein, i.e. at least **7** (seven) days prior to the Bid Submission Due Date. **The responses will be sent by email and will be available in the WODC website.**
- (e) The WODC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the WODC 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 the WODC to respond to any question or to provide any clarification.
- (f) The WODC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the WODC shall be deemed to be part of the Advertisement. Verbal clarifications and information given by WODC or its employees or representatives shall not in any way or manner be binding on the WODC.

#### 4.10. **Amendment of Advertisement**

At any time prior to the deadline for submission of Bid, the WODC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Advertisement by the issuance of Addenda. Any Addendum thus issued will be sent in writing/ email to **all those who have attended pre-bid conference and as well as will be available in the WODC website**. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the WODC may, in its sole discretion, extend the Bid Submission Due Date.

#### 4.11. **Preparation and Submission of Bid:**

4.11.1. **Language**: The Bid and its related correspondence and documents pertaining to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by 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.

#### 4.11.2. **Format and signing of Bid**

- (a) The Bidder shall provide all the information sought under this Advertisement. The WODC 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.
- (b) The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. **In case of printed and published documents, only the cover shall be initialled.** All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

#### 4.11.3. **Sealing and Marking of Bids**

- (a) The Bidder shall submit two copies of the Technical Bid in the format specified at Appendix-I, together with the documents mentioned below, and seal it in an envelope and mark the envelope as "**Technical Bid**".
  - (i) Bid in the prescribed format (**Appendix-I**) along with **Annexures** and supporting documents;

- (ii) Power of Attorney for signing the Bid as per the format at [Appendix-II](#);
- (iii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at [Appendix-III](#);
- (iv) Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at [Appendix-IV](#);
- (v) If applicable, the Authorization for use of Technical or Financial capability from its Associate(s) in the format provided in [Appendix-V](#);
- (vi) Copy of Memorandum and Articles of Association, if the Bidder is a corporate body, and if a Trust/ Society then a copy of its Trust/ Society deed;
- (vii) Copies of Bidder's duly audited balance sheet and profit and loss account duly signed by the statutory auditors and authorized signatory(ies) for the preceding three years; and
- (viii) Certificate/ approval letter issued by the client/ Medical Council of India / any other equivalent authority.
- (ix) List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable;
- (x) Current Service Tax Clearance Certificate and certified copy (duly signed) of Service Tax Registration Certificate;
- (xi) Chartered Accountant Certificate indicating annual turnover and positive net worth;
- (xii) Self certification of available infrastructure;
- (xiii) Chartered Accountant Certificate indicating the years of existence and turnover from education/ hospital related business;
- (xiv) Name and address of the local partner or existing centres with contact details;
- (xv) Documents which shows professional collaboration viz. MoUs, contract papers or any such document;
- (xvi) Certificates and Reports of past clients (last three years only) along with their names and contact details;
- (xvii) Certificate which shows (n)% of results, if organization has already been running educational institutes specifically Medical/ Dental college;
- (xviii) Copy of the draft MoU

- (b) The Bidder shall submit two copies of the Financial Bid in the format specified at **Appendix-VII** and seal it in an envelope and mark the envelope as **“Financial Bid”**. All financial aspects must be covered, wherein project cost including recurring and capital costs must be mentioned in particular. No changes in costing will be allowed at later stages; hence Bidders are requested to finalize the costing accordingly. Bidders should clearly state about source of funding. Bidders may raise funds from other sources but can not raise funds from any of the Govt. agencies.
- (c) Both the technical and financial bid envelopes shall then be sealed in an outer envelope which shall also be marked **“Bid: Establishment of Medical/ Dental College and Associated Hospital at Bolangir”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Submission Due Date should be indicated on the right hand corner of each of the envelopes.
- (d) The outer envelope shall be addressed to: -  
Chief Executive Officer,  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) or [info@wodcorissa.org](mailto:info@wodcorissa.org)
- (e) If the envelopes are not sealed and marked as instructed above, the WODC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- (f) Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- (g) The Bidder shall also provide 2 (two) soft copies of “Technical Bid” on Compact Disc (CD/ DVD). In the event of any discrepancy between the hard and the soft copy, the hard copy shall prevail.

#### 4.11.4. **Bid Submission Due Date:**

- (a) Bids should be submitted on the Bid Submission Due Date stated at **Para 4.14**, at the address provided in **Para 4.15**. A receipt thereof should be obtained from the WODC.
- (b) The WODC may, in its sole discretion, extend the Bid Submission Due Date by issuing an Addendum in accordance with **Para 4.10** uniformly for all Bidders.

4.11.5. **Late Bids:** Bids received by the WODC after the specified Bid Submission Due Date (including extension, if any) shall not be eligible for consideration and shall be summarily rejected.

4.11.6. **Modifications/ substitution/ withdrawal of Bids:**

- (a) The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the WODC prior to the Bid Submission Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Submission Due Date.
- (b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- (c) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Submission Due Date, unless the same has been expressly sought for by the WODC, shall be disregarded.

4.12. **Opening and Evaluation of Bids:**

4.12.1. The WODC shall open the Bids as specified in **Para 4.14** and in the presence of the Bidders who choose to attend.

4.12.2. Bids for which a notice of withdrawal has been submitted in accordance with **Para 4.11.6** shall not be opened.

4.12.3. The WODC will subsequently examine and evaluate Bids in accordance with the provisions set out in **Para 4.13**.

4.12.4. Bidders are advised that selection of Bidders will be entirely at the discretion of the WODC. 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.

4.12.5. The WODC 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.

4.12.6. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the WODC may, in its sole discretion, exclude the relevant project for the purpose of considering the project in evaluation of whether the Bidder is meeting the technical requirement.

4.12.7. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the WODC as incorrect or erroneous, the WODC shall reject such claim and exclude the same for the purpose of meeting the technical requirement. Where any information is found to be patently false or amounting to a material misrepresentation, the WODC reserves the right to reject the Bid in accordance with the provisions of Para 4.8.

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

4.12.9. **Tests of responsiveness/ Bid Documentation Verification**

(a) Prior to evaluation of Financial Bids, the WODC shall determine whether each Technical Bid is responsive to the requirements of the Advertisement. A Technical Bid shall be considered responsive only if has been compiled as per list given at **Para 4.11.3** for “Technical Bid” and it contains information in formats same as those specified in this Advertisement and it does not contain any condition.

(b) The WODC reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the WODC in respect of such Bid.

4.12.10. **Clarifications**

(a) To facilitate evaluation of Bids, the WODC may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the WODC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

(b) If a Bidder does not provide clarifications sought under **Para 4.12.10 (a)** above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the WODC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the WODC.

4.12.11. **Proprietary Data:** All documents and other information supplied by the WODC or submitted by a Bidder to the WODC shall remain or become the property of the WODC. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The WODC will not return any Bid or any information provided along therewith.

4.13. **Bid Evaluation, Selection and notification**

4.13.1. The Bidder's competence and capability are proposed to be established by a) Technical Capacity and b) Financial Capacity

4.13.2. Only those Bidders who meet the eligibility criteria specified in **Para 4.2 and 4.3** above shall qualify for evaluation. Bids of firms/ consortia, not meeting these criteria, shall be rejected.

4.13.3. After evaluation of Technical Bids, the WODC would announce in its website the technically-qualified shortlisted Bidders who will be eligible for participation in the Financial Bid. At the same time, the WODC will not notify the other Bidders that have not been short-listed. The WODC will not entertain any query or clarification from Bidders who fail to qualify.

4.13.4. **Correspondence with the Bidder:** The WODC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

4.13.5. **Evaluation of Financial Bids:** Financial Bids of technically qualified Bidders will be evaluated on the basis of the value of VGF quoted. The Bidder quoting the **lowest VGF** would be selected as the preferred Bidder in the respective package.

4.14. **Schedule of Bid Process:** The schedule of bid process is as follows: -

Last date for receiving queries/ confirmation of bidders to attend pre-bid meeting: **27.09.2010**

Date of pre-bid meeting: **04.10.2010 at 11.30 AM.**

Venue: **Conference Hall of WODC, 6<sup>th</sup> floor, Rajiv Bhawan, Bhubaneswar**

Answers to pre-bid queries by circular/ Email/ on WODC website: **11.10.2010**

Last date of Bid submission at WODC office: **18.10.2010** by **3 P.M.**

Date of Bid Opening in presence of Bidders: **25.10.2010** at **11.30 AM.**

Venue: **Conference Hall of WODC, 6<sup>th</sup> floor, Rajiv Bhawan, Bhubaneswar.**

- 4.15. **Address for Bid Submission/ Seeking Clarification** Interested Society/ Trust/ Organisation/ Institutions/ Companies are invited to submit their Bid or seek clarification from the following address.

Chief Executive Officer,  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) or [info@wodcorissa.org](mailto:info@wodcorissa.org)

**A receipt for bid submission should be collected from the WODC officer receiving the bid.**

4.16. **Other Issues**

- 4.16.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar/ Bolangir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 4.16.2. The WODC, 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) Select or not to select any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) Retain any information and/ or evidence submitted to the Bidder by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

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

Chief Executive Officer  
Western Orissa Development Council

**Enclosures:** - Formats for Bid Submission

**Formats for Submission of Technical Bid**

**Appendix-I:** Formats for Technical Bid comprising of the following: -

- Annexure - I: Letter Comprising the Technical Bid
- Annexure – II: Details of Bidder
- Annexure – III: Technical Capacity of the Bidder
- Annexure – IV: Financial Capacity of the Bidder
- Annexure – V: Details of Eligible Projects
- Annexure – VI: Statement of Legal Capacity

**Appendix-II:** Power of Attorney for signing of Bid

**Appendix-III:** Power of Attorney for Lead Member of Consortium

**Appendix-IV:** Joint Bidding Agreement

**Appendix-V:** Format of the Letter of Authorization for use of Technical or Financial capability of the Associate (s)

**Appendix-VI:** Location map of proposed Medical College & Hospital, Bolangir.

**Formats for Submission of Financial Bid**

**Appendix-VII:** Formats for Financial Bid

- Annexure-1: Letter Comprising the Financial Bid
- Annexure-II: Estimation of Project Cost for Development of Medical/ Dental College and Associated Hospital at Bolangir (Package No. 1/ 2/ 3)

## Appendix I

### Formats for Technical Bid

#### **ANNEXURE - I: Letter Comprising the Technical Bid**

(Refer *Para 4.11.3*)

Dated:

To,  
The Chief Executive Officer,  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) or [info@wodcorissa.org](mailto:info@wodcorissa.org)

**Sub: Technical Bid for Development of Medical/ Dental College and Associated Hospital at Bolangir**

Dear Sir,

1. With reference to your Advertisement dated ....., I/ we, having examined the Advertisement and understood its contents, hereby submit my/ our Technical Bid for the aforesaid Project. The Technical Bid is unconditional and unqualified.
2. I/ We acknowledge that the WODC will be relying on the information provided in the Technical Bid and the documents accompanying such Technical Bid for the aforesaid Project, and we certify that all information provided in the Technical Bid and in Annexures **I to VI and supporting documents** is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Technical Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project. [All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.]
4. I/ We shall make available to the WODC any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the WODC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:

- a. I/ We have examined and have no reservations to the Advertisement, including any Addendum issued by the WODC;
  - b. I/ We do not have any conflict of interest that affects the Bidding Process;
  - 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, in respect of any tender or request for proposal issued by or any agreement entered into with the WODC or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with **Para 4.12.5** of the Advertisement.
  9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the Advertisement and are/ is qualified to submit a Bid.
  10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.
  11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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/ any Member of the Consortium or against our/ their 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, we are attracted by the provisions of disqualification in terms of the provisions of this Advertisement; we shall intimate the WODC of the same immediately.

15. The Statement of Legal Capacity as per format provided at **Annex-VI** in **Appendix-I** of the Advertisement, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the Advertisement, are also enclosed.
16. I/ We understand that the selected Bidder will be required to incorporate a company under the Indian Companies Act, 1956, that would execute the Concession Agreement.
17. I/ We hereby confirm that we [are in compliance of/ shall comply with] the O&M requirements specified in **Para 4.3**.
18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the WODC in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/ We agree and undertake to abide by all the terms and conditions of the Advertisement.
20. I/ We certify that in terms of the Advertisement, my/our Networth is Rs... (Rs. in words).
21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the Advertisement\*. (\*Omit if the Bidder is not a Consortium.)

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

**Enclosures:** - As listed below

1. Details of Bidder – as per format in Annexure-II
2. Technical Capacity of the Bidder – as per format in Annexure-III
3. Financial Capacity of the Bidder – as per format in Annexure-IV
4. Details of Eligible Projects – as per format in Annexure-V
5. Statement of Legal Capacity – as per format in Annexure-VI

6. Power of Attorney for signing the Bid as per the format at [Appendix-II](#) or the Power of Attorney for Lead Member of Consortium as per the format at [Appendix-III](#);
7. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at [Appendix-IV](#);
8. If applicable, the Authorization for use of Technical or Financial capability from its Associate(s) in the format provided in [Appendix-V](#);
9. Copy of Memorandum and Articles of Association, if the Bidder is a corporate body, and if a Trust/ Society then a copy of its Trust/ Society deed;
10. Copies of Bidder's duly audited balance sheet and profit and loss account duly signed by the statutory auditors and authorized signatory(ies) for the preceding three years; and
11. Certificate/ approval letter issued by the client/ Medical Council of India / any other equivalent authority.
12. List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable;
13. Current Service Tax Clearance Certificate and certified copy (duly signed) of Service Tax Registration Certificate;
14. Chartered Accountant Certificate indicating annual turnover and positive net worth;
15. Self certification of available infrastructure;
16. Chartered Accountant Certificate indicating the years of existence and turnover from education/ hospital related business;
17. Name and address of the local partner or existing centres with contact details;
18. Documents which shows professional collaboration viz. MoUs, contract papers or any such document;
19. Certificates and Reports of past clients (last three years only) along with their names and contact details;
20. Certificate which shows (n)% of results, if organization has already been running educational institutes specifically Medical college;
21. Copy of the draft MoU
22. Write up on Project Concept & Components, Capacity and Area Statement and Project Implementation Plan
23. Checklist of Documents – as per format in [Annexure-VII](#)

## ANNEXURE-II: Details of Bidder

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 Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-Mail Address:
  - g. Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Company
  - d. Address:
  - e. Phone Number:
  - f. E-mail Address
  - g. Fax 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 Jt. Bidding Agreement, as envisaged in **Para 4.3.5** should be attached to the Bid.
  - c. Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role* {Refer <b>Para 4.3.5</b> }	Percentage of equity in the Consortium {Refer <b>Para 4.3.5</b> }
1.			
2.			
3.			
4.			
5.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with **clause 4 at Appendix V**.

d. The following information shall also be provided for each Member of the Consortium:

**Name of Bidder / member of Consortium**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise)?		
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 three years?		

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

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

**ANNEXURE-III: Technical Capacity of the Bidder@**  
(Refer to **Para 4.3.1** of the Advertisement)

Bidder type#	Member Code*	Project No.	Project Type\$	Experience					
				Location	Capacity (seats/ beds/ etc)	Date of Commissioning	Associated Facilities	Associated Facilities-Capacity (seats/ beds/etc)	Date of Commissioning of Associated Facilities
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Single entity	Bidder	A							
		B							
		C							
		D							
Consortium Member	1	1a							
		1b							
		1c							
		1d							

Note: - Add rows for Consortium Member 2 , 3 , 4 , 5 and their respective projects

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate and/ or by a project company.

# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate shall be provided.

\* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Management Member, OM means Other Member.

\*\*Refer **Annexure-V** of this Appendix-I. Add more rows if necessary.

\$ Project Type to be specified by the Bidder as per the projects Eligible for meeting the Technical requirement specified in **Para 4.3.1 (A)** i.e. Medical College, Hospital, Nursing College and Dental College. If Bidder is Allopathic Hospital (refer to **4.3.1A.ii**) then Bidder will have to provide details of Hospital with capacity atleast **300** beds in this Column. Details of the other facilities that are used to meet the capacity requirement of **300** beds should be provided in 'Associated Facilities' column.

¥ Associated Facilities are hospital (in case Bidder is operating medical college), hospitals (refer to **Para 4.3.1 A.ii**) that the Bidder is using to meet the capacity requirement of **300** beds, etc. For conversion of US Dollars to Rupees, the rate of conversion will be the daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date

## **ANNEXURE-IV: Financial Capacity of the Bidder**

*(Refer to **Para 4.3.2** of the Advertisement)*

*(all figures In Rs. crore)*

BIDDER TYPE	MEMBER CODE	NETWORTH			AVERAGE NET WORTH	SHARE HOLDING*#	NETWORTH OF BIDDER
		Year 1	Year 2	Year 3			
1	2	3	4	5	6=Average of (3,4,5)	7	8= 6 x 7
Single entity Bidder							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
Consortium Member 4							
Consortium Member 5							
<b>TOTAL</b>							

\*# Will be 100% in case of Single entity Bidder. In case of a Consortium it will be equal to the shareholding of the Consortium Members in the company formed to execute Project.

*(all figures In Rs. crore)*

BIDDER TYPE	MEMBER CODE	NET CASH ACCRUALS		
		(3) Year 1	(4) Year 2	(5) Year 3
(1)	(2)			
Single entity Bidder				
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				
Consortium Member 4				
Consortium Member 5				
<b>TOTAL</b>				

### **Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Submission Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  
2. In case of companies registered under the Indian Companies Act 1956, Net Cash Accruals shall mean Profit After Tax + Depreciation. In case of Trusts registered under the Indian Trusts Act, 1882 or Societies registered under the Society Registration Act 1860, Net Cash Accruals shall be defined as: Excess of Income over Expenditure + Depreciation.

3. Net Worth in case of Companies shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accumulated losses). In case of Trust/ Societies, net worth shall mean (Total contribution held by Trust/Society + Share Capital + Capital Grant + Total Corpus+ Reserves & Surplus - (Revaluation reserves + Miscellaneous expenditure not written off + accumulated losses)
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted.
6. The Bidder shall also provide the name and address of the Bankers to the Bidder.
7. The Bidder shall provide an Auditor's Certificate specifying the net worth and net cash accruals of the Bidder as at the close of the preceding 3 financial years, and also specifying that the methodology adopted for calculating such net worth and net cash accruals.

**ANNEXURE-V: Details of Eligible Projects**  
(Refer to *Para 4.3.1* of the Advertisement)

**Project Code:**

**Member Code:**

<b>Item (1)</b>	<b>Refer Instruction (2)</b>	<b>Particulars of the Project (3)</b>
Title & nature of the project		
Name of the Trust/ Society/ Company		
Registration details of the Organization		
Member Code	4	
Project Type	5	
Company Executing the Project along with the relationship of the Bidder with the Company	6	
Location	7	
Project Cost	8	
Date of commencement of project/ contract		
Date of completion/ commissioning	9	
Details of Equipment/s installed		
Staffing details with No. of staff on full time/ part time/ contract basis		
Details of licenses with relevant number/ date of existing centre		
Equity shareholding (with period during which equity was held)	10	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)		

**Instructions:**

1. Bidders are expected to provide information and supporting proof for such information provided in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in **Para 4.2 and 4.3** of the Advertisement, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the Instructions below.
2. For a single entity Bidder, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc. and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Management Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
5. Type of Project, BOO BOOT, BOLT, Self Ownership, etc.

6. Name of the Company/ Trust/ Society that has executed the college / hospital project. The relationship of the Company/ Trust/ Society executing the project with the Bidder is required to be mentioned i.e. Self or Associate. Together with supporting proof/ certifications as indicated in point 12 below,
7. Complete address of the project.
8. Provide the estimated capital cost of Eligible Project.
9. For the project claimed for the purpose of meeting the technical criteria, the date of commissioning of the project, upon completion, should be indicated.
10. For the project claimed for the purpose of meeting the technical criteria, the control over the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given with supporting proof as indicated in point 12.
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
12. Bidder should provide copies of the certification/ recognition from the Medical Council of India or any other equivalent Statutory authority/ body for operation and management of the Medical College / Hospital specifying the capacity of the College /Hospital. Further in case of nursing or dental the Bidder should produce certification from the Nursing Council of India / Dental Council of India / any other equivalent authority, as applicable specifying the capacity of the College /Hospital. In addition if the Bidder is providing experience as under **Para 4.3.1**, then Bidder has to provide certificate from Urban Local Body/ Municipal Corporation and/ or Occupancy Certificate or commencement of operations certificate in relation to a hospital/copies of the land lease agreement on which the hospital is established or any other proof from a government authority evidencing the existence of the hospital, specifying the capacity of the hospital and period of operation of the hospital.
13. It may be noted that in the absence of the above certificate, the information would be considered inadequate and could lead to exclusion of the relevant project for the purpose of meeting the technical requirement.

**ANNEXURE-VI: Statement of Legal Capacity**

*(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)*

Ref.      Date:

To,  
Chief Executive Officer,  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) or [info@wodcorissa.org](mailto:info@wodcorissa.org)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Advertisement) satisfy the terms and conditions laid out in the Advertisement.

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 Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*\*Please strike out whichever is not applicable.*

**ANNEXURE-VII - Format for Checklist of Submissions**

<b>No.</b>	<b>Enclosures to the Technical &amp; Price Bid</b>	<b>Status (Submitted/ Not Submitted)</b>
1	Covering Letter	
2	Details of Bidder – as per format in Annexure-II	
3	Technical Capacity of the Bidder – as per format in Annexure-III	
4	Financial Capacity of the Bidder – as per format in Annexure-IV	
5	Details of Eligible Projects – as per format in Annexure-V	
6	Statement of Legal Capacity – as per format in Annexure-VI	
7	Power of Attorney for signing the Bid as per the format at <b>Appendix-II</b> or the Power of Attorney for Lead Member of Consortium as per the format at <b>Appendix-III</b>	
8	Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format at <b>Appendix-IV</b>	
9	If applicable, the Authorization for use of Technical or Financial capability from its Associate(s) in the format provided in <b>Appendix-V</b>	
10	Copy of Memorandum and Articles of Association, if the Bidder is a corporate body, and if a Trust/ Society then a copy of its Trust/ Society deed	
11	Copies of Bidder's duly audited balance sheet and profit and loss account duly signed by the statutory auditors and authorized signatory(ies) for the preceding three years	
12	Certificate/ approval letter issued by the client/ Medical Council of India / any other equivalent authority	
13	List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable	
14	Current Service Tax Clearance Certificate and certified copy (duly signed) of Service Tax Registration Certificate	
15	Chartered Accountant Certificate indicating annual turnover and positive net worth	
16	Self certification of available infrastructure	
17	Chartered Accountant Certificate indicating the years of existence and turnover from education/ hospital related business	
18	Name and address of the local partner or existing centres with contact details	
19	Documents which shows professional collaboration viz. MoUs, contract papers or any such document	
20	Certificates and Reports of past clients (last three years only) along with their names and contact details	
21	Certificate which shows (n)% of results, if organization has already been running educational institutes specifically Medical college	
22	Copy of the draft MoU	
23	Write up on Project Concept & Components, Capacity and Area Statement and Project Implementation Plan	

(Signature, name and designation of the Authorised Signatory)

Name and seal of the Bidder/ Lead Member

Date:

Place:

**Power of Attorney for signing of Bid**

*(Refer Para 4.3.4)*

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son / daughter / wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our bid pursuant to the Advertisement for “Selection of Bidder for Development of Medical &/ Dental College and Associated Hospital at Bolangir” dated \_\_\_\_\_ (Project) being developed by the WODC on behalf of the Government of Orissa (the “Authority”) including but not limited to signing and submission of all bids and other documents and writings, participate in Technical Bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 201.....

For

.....  
(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**Power of Attorney for Lead Member of Consortium**

*(Refer Para 4.3.4)*

Whereas the “WODC” on behalf of the Government of Orissa (the “Authority”) has invited Bids from interested parties pursuant to the Advertisement for “Selection of Bidder for Development of Medical/ Dental College and Associated Hospital at Bolangir” (the “Project”) dated \_\_\_\_\_ .

Whereas, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Advertisement and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_having our registered office at \_\_\_\_\_, M/s.\_\_\_\_\_having our registered office at \_\_\_\_\_, M/s.\_\_\_\_\_having 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 authorise 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 authorise 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 concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the prequalification of the Consortium and submission of its bid for the Project /(s), including but not limited to signing and submission of all bids and other documents and writings, 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 the Authority, 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 Project and/ or upon award thereof till the Concession Agreement is entered into with the 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..... 201.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

- 1.
- 2.

.....  
(Executants)

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

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 executants (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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**Joint Bidding Agreement**

*(Refer **Para 4.11.3**)*

*(To be executed on Stamp paper of appropriate value)*

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

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ...../ society registered under the Societies Registration Act, 1860 having its main office at \_\_\_\_\_/ \_\_\_\_\_a trust registered under the Indian Trusts Act, 1882 acting through \_\_\_\_\_, its trustee (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at ..... / society registered under the Societies Registration Act, 1860 having its main office at \_\_\_\_\_/ \_\_\_\_\_a trust registered under the Indian Trusts Act, 1882 acting through \_\_\_\_\_, its trustee (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... / society registered under the Societies Registration Act, 1860 having its main office at \_\_\_\_\_/ \_\_\_\_\_a trust registered under the Indian Trusts Act, 1882 acting through \_\_\_\_\_, its trustee (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... / society registered under the Societies Registration Act, 1860 having its main office at \_\_\_\_\_/ \_\_\_\_\_a trust registered under the Indian Trusts Act, 1882 acting through \_\_\_\_\_, its trustee (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

5. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... / society registered under the Societies Registration Act, 1860 having its main office at \_\_\_\_\_/ \_\_\_\_\_a trust

registered under the Indian Trusts Act, 1882 acting through \_\_\_\_\_, its trustee (hereinafter referred to as the “Fifth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns))

The above mentioned parties of the FIRST, SECOND, {THIRD, FOURTH and FIFTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

**WHEREAS,**

- A. [The WODC, represented by CEO WODC and having its principal offices at 6<sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar-751001, Orissa (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “Bids”) by its Advertisement for Selection of Bidder for Development of Medical College and Associated Hospital at Bolangir, dated ..... for selection of bidders for development and operation/ management of medical/ dental college and associated hospital Project (the “Project”) through public private partnership.
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Advertisement and other bid documents in respect of the Project, and
- C. It is a necessary condition under the Advertisement 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 capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Advertisement.

**2. Consortium**

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

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

**3. Covenants**

The number of Parties will be shown here, as applicable, subject however to a maximum of 5 (five).

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 1956 for entering into a

Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

#### **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 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 until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b. The responsibilities/ obligations of the Parties of the SECOND, {THIRD, FOURTH and FIFTH} PART are as specified below:

Party of the SECOND Part  
Party of the THIRD Part  
Party of the FOURTH Part  
Party of the FIFTH Part

#### **5. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Advertisement and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

#### **6. Shareholding in the SPV**

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

First Party:  
Second Party:  
{Third Party:}  
{Fourth Party:}  
{Fifth Party:}

- 6.2 The Parties undertake that a minimum of **26%** (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of selection of Bidders for the Project in terms of the Advertisement.

- 6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least **5%** (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least **51%** (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project./s). The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## **7. Representation of the Parties**

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

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge: -
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **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 Project is achieved under and in

accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

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

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

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 For and on behalf of

THIRD PART	FOURTH PART
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

**Notes:**

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

**Format of the Letter of Authorization for use of Technical or  
Financial capability of the Associate (s)**

*(The Letter of Commitment shall be on the letterhead of the Associate Company whose Financial Capability is proposed to be evaluated for the Bid.)*

*(The Letter of Commitment shall be on the letterhead of the Associate Company whose Technical Capability is proposed to be evaluated for the Bid.)*

Date:

To,  
The Chief Executive Officer,  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) or [info@wodcorissa.org](mailto:info@wodcorissa.org)

**Sub: Bid for Development of Medical/ Dental College and Associated Hospital  
at Bolangir**

Sir,

This has reference to the Advertisement being submitted by .....[Name of the Bidder]....., in respect of the [.....Name of the Project....] in response to the Advertisement issued by ...[WODC]....., on ....[Date of Advertisement].....

We hereby confirm the following: -

1. We ....[name of Associate Company]....., have examined in detail and have understood and satisfied ourselves regarding the contents in respect of following: -
  - a. The Advertisement issued by the WODC;
  - b. All the subsequent communications between the WODC and the Bidder, represented by \_\_\_\_\_(name of the Bidder); and
  - c. The Bid being submitted by \_\_\_\_\_ (name of the Bidder).
2. We have satisfied ourselves regarding our role as \_\_\_\_\_  
(here give a brief description of the role for which the strength has been offered for evaluation) providing services as specified in the Proposal. If \_\_\_\_\_ (name of the Bidder) is awarded the Project, we shall perform our role as outlined in the Bid to the best of our abilities.
3. We declare that we are the Holding Company of the Bidder (Lead Consortium Member in case of Bidding Consortium) and that our equity participation in the paid up capital of the Bidder (Lead Consortium Member in case of Bidding Consortium) is ..... %. (Holding Company to enclose proof for the same in form of Annual Report / Certificate from Registrar of Companies or equivalent statutory authority.)

4. We declare that we are the Affiliate Company of the Bidder (Consortium Member in case of Bidding Consortium) and the equity participation in the paid up capital of the Bidder (Consortium Member in case of Bidding Consortium) is ..... % or the equity participation in the paid up capital by our common Holding Company (i.e. Holding Company of the Bidder or the Affiliate as the case may be) is ..... %. (Affiliate Company to enclose proof for the same in form of Annual Report / Certificate from Registrar of Companies or equivalent statutory authority.)
5. We undertake to support \_\_\_\_\_ (name of the Bidder for which the Letter of Commitment is being furnished) in respect of the roles \_\_\_\_\_ (briefly define the roles of the Bidder for which the strength has been offered for evaluation) as detailed in the Bid being submitted by \_\_\_\_\_ (name of the Bidder).
6. We therefore request the WODC to consider our strengths, our experience and our track record as specified in the Bid pursuant to the conditions specified in the Advertisement, for the purposes of evaluation of the Bid.

For and on behalf of :

Signature :

-----

(Authorised Signatory)

*Managing Trustee/MD/CEO of the Associate Company*

Name of the Person:

Designation:



**APPENDIX-VII**

**FORMATS FOR FINANCIAL BID**

**Annexure-1 - Letter Comprising the Financial Bid**

(Refer **Para 4.11.3**)(On Bidder's letter head)

Dated:

To,  
The Chief Executive Officer/ Development Officer  
WODC, 6<sup>th</sup> Floor, Rajiv Bhawan,  
Bhubaneswar-751001, Orissa  
Telephone No.-(0674)2391599, 2323002, FAX-2393954  
E-mail: [ceo@wodcorissa.org](mailto:ceo@wodcorissa.org) or [info@wodcorissa.org](mailto:info@wodcorissa.org)

**Sub: Financial Bid for Development of Medical/ Dental College and Associated Hospital at Bolangir**

Dear Sir,

1. With reference to your Advertisement dated ....., I/ we, having examined the Advertisement and understood its contents, hereby submit my/ our Financial Bid for the aforesaid Project under Package No. 1/ 2/ 3. The Financial Bid is unconditional and unqualified.
2. Our bid in Rupees for the amount sought under Viability Gap Funding (VGF) is given below: -  
In Figure .....  
In words .....
3. We hereby confirm the following: -
  - (a) We confirm that the above VGF assistance sought will be applicable for the entire Project under the above mentioned Package No.
  - (b) In the event of our selection as the preferred bidder, we understand that this bid amount will be incorporated in the Concession Agreement to be signed between WODC and the Developer.
  - (c) Our Estimated Project Cost details are placed at **Annexure**. In the event of inclusion of additional costs pertaining to items not presently included but subsequently required to be added towards timely project delivery, we undertake to meet the additional cost without seeking any further VGF assistance from the WODC/ Govt. of Orissa.
  - (d) We also understand that our bid for VGF confirms to the obligations of **selected bidder** under the Concession Agreement.
  - (e) I/We agree that this offer shall remain valid for a period of 90 (ninety)/ 180 (one hundred eighty) days from the Bid Submission Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

**Enclosure**: - Estimation of Project Cost (Annexure-II)

