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DRAFT NOTICE INVITING PROPOSAL

DIRECTORATE OF MEDICAL EDUCATION & TRAINING, ODISHA
HEADS OF DEPARTMENT BUILDING
UNIT-V, BHUBANESWAR, DIST-KHORDHA
Phone: 0674-2394255

RFP No. 16762

Dated 18.12.2021

PROPOSALS ARE INVITED FROM ELIGIBLE PARTIES FOR SELECTION OF AGENCY FOR FUNCTIONALISATION OF LIVER TRANSPLANT AT SCB, MCH, CUTTACK, ODISHA

1	Period of Availability of RFP Document	From <u>21.12.2021</u> Downloadable from website: (www.dmetodisha.gov.in) Document is available only on above website in the News & Event Section, no physical availability of document for selling.
2	Date, Time and Venue of Pre- Proposal Conference	Date: <u>30.12.2021 – Time- 02.30 PM</u> , Place Conference Hall, Directorate of Medical Education & Training, Odisha,
3	Bid Processing Fee	Rs. 5,000/- (Rupees Five Thousand) only (Excluding GST) Non-Refundable
4	Earnest Money Deposit (EMD)/Bid- Security	Rs. 3,00,000/- (Rupees Three Lakhs) Only Refundable
5	Last date for submission of complete Proposal	Date: 05.01.2022 Time: 05.00 P.M. Hrs. Address: The Director, Medical Education & Training, Odisha Heads of Department Building, Unit-V, Bhubaneswar, Dist-Khordha <i>(Proposals shall be received through Speed Post/ Registered post / Courier)</i>
6	Date, time and place of opening of Proposal & Presentation.	a) Technical Proposal (Part A & Part B) opening on <u>06.01.2022</u> at <u>03.30 PM Hrs.</u> b) Date of Presentation & Financial Proposal (Part C) opening shall be communicated separately to the eligible bidders. c) The proposals shall be opened at Conference Hall, Directorate of Medical Education & Training, Odisha, Heads of Department Building, Unit-V, Bhubaneswar, Dist-Khordha

Sd/-

Director, Medical Education & Training, Odisha



TERMS OF REFERENCE

1. The selected agency will prepare list of activities and modalities in consultation with State Government and the Convener / Nodal officer for implementing the liver donation and transplantation at the state level. It is understood that the activities will be in consonance with the National Organ Transplant Program.
2. The agency will assist the Government in formation of regulatory framework and is part of the advisory group in these states for implementation of the transplant program.
3. The agency will execute the project according to the policy and guidelines outlined in consultation with Government and Convener/ Nodal officer.
4. The agency is allowed if required to out-source the operational aspect of this MOU to any suitable 3rd party with adequate experience in India & abroad, proven medical competence, suitable academic exposure / credentials, and excellent ethical standing, in whom they have complete confidence and are able to influence enough to ensure satisfactory completion of the goal.
5. The agency will provide education for public, doctors, nurses and other health personnel, undertake capacity building training programs, establish organ sharing registries and help in implementation of best practices as per the guidelines laid down by 1st Party.
6. The agency shall submit progress reports periodically in the formats prescribed and mutually agreed by both 1st and 2nd Party.
7. The agency shall utilize the grant, if any, according to the guidelines and terms / conditions of the scheme and as per the sanction letter, MoU and provisions under OGFR and submit Statement of Expenditure and Utilization Certificate to the 1st Party.
8. The agency if has similar MOUs with other national and international organizations and it will share best practices through these collaborations. It will also enable national and international collaborations to enable them to improve the transplant related activities in the government and other hospitals in the state of Odisha.

INSTRUCTIONS TO BIDDER

1		Eligibility Criteria
	1.1	The Applicant / Bidder can either be a single entity or a Partnership Firm, Company, Society or a Trust or consortium of entities formed for this purpose with a valid memorandum of understanding (MoU) duly executed, fulfilling following conditions are only eligible to apply. A Bidder is eligible to submit only one Bid. A Bidder bidding as single entity or as a member of Partnership Firm, Company, Society or a Trust or consortium shall not be entitled to submit another bid either as single entry or as a member of any Consortium, as the case may be.
	1.2	Should have at least average annual turnover (audited) of Rs1, 00, 00,000 /-. during last two completed financial years (i.e. (2017-18 & 2018-19) or (2018-19 & 2019-20 [if audited])) or Rs1,00,00,000/- of average annual turnover in the similar line of activities during last two completed financial years starting from financial year 2018-19. Bidder needs to submit audited Statement of Accounts and Turnover Certificate duly certified by Chartered Accountant. While calculating turnover, only audited statement shall be considered.
	1.3	Bidder should not be insolvent, in receivership, bankrupt or being wound up, not having its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be subject of legal proceedings for any of the foregoing reason;
	1.4	Bidder and their directors, partners and officers should not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or as to their qualifications to enter in to a contract within a period of three years preceding the commencement of the procurement process.
	1.5	Bidders should not have been blacklisted or otherwise disqualified pursuant to any department proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India and which is for the time being in force.
2		Pre-Proposal (Pre-Bid) Conference
	2.1	Pre-Proposal Conference of the Applicants shall be convened at Conference Hall, Directorate of Medical Education & Training, Odisha, Bhubaneswar on the date and time as specified in the Notice Inviting Proposal (NIP), given in the beginning of this RFP.
	2.2	During the course of Pre-Proposal Conference, the Applicants are free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, shall be considered for facilitating a fair, transparent and competitive selection process. Prospective bidders are required to submit their queries in writing on or before the date of Pre-proposal Conference in the format as per Annexure-1 .
	2.3	Any amendment or clarifications to queries or otherwise, arising out of pre-proposal conference shall be uploaded on official web site of DMET, Odisha (www.dmetodisha.gov.in). No public or separate communication shall be sent to



		prospective bidders in this regard.
3		Submission of Proposal
3.1	(i) (ii) (iii)	The proposal shall be submitted in three parts Part A – Key Submissions, Part B – Technical Proposal Part C- Financial Proposal
3.1.1	(i) (ii) (iii) (iv) (v) (vi) (vii)	PART A (Key-Submissions) This part of the proposal shall contain following documents. (i) Covering Letter cum Project Undertakings (as per Annexure-2) (ii) Affidavit on a non-judicial Stamp Paper of relevant value with respect to the criteria given under para (1 to 2) (as per Annexure-3) (iii) A non-refundable amount of Rs. 5000/- (Rupees Five Thousand) only excluding GST only in shape of demand draft or pay order from any scheduled commercial bank drawn in favour of Director, Medical Education & Training, Odisha, Payable at Bhubaneswar towards Bid Processing Fee . (iv) Self-attested photocopies of Permanent Account Number (PAN) (v) Self-attested photocopies GST Registration Certificate, if applicable (vi) Self-attested photocopies Income Tax Return and Acknowledgement copy for last 2 years, if applicable (vii) Earnest Money Deposit (EMD) amount of Rs. 3,00,000 /- (Rupees Three Lakhs only) in shape of <u>Demand Draft / Bankers Cheque / Fixed Deposit Receipt / Bank Guarantee</u> issued from any scheduled commercial bank operating in India drawn in favor of Director, Medical Education & Training, Odisha Payable at Bhubaneswar . The validity of EMD in form of Bank Guarantee shall be for not less than 180 days from the date of Bid opening .Bank Guarantee format for EMD is given in Annexure-4 . In the absence of the EMD, technical proposal of the bidder shall be rejected summarily. The EMD shall be kept valid through the proposal validity period i.e. 180 days from the date of bid opening. Bidders shall be asked for an extension, if so required by the TIC. The EMD shall be returned to unsuccessful bidders within a period of thirty (30) days from the date of announcement of the successful bidder. The EMD shall be forfeited if the bidder withdraws its proposal during the interval between the proposal due date and expiration of the proposal validity period.

3.1.2		<p>PART B (Technical Proposal)</p> <ul style="list-style-type: none"> (i) Duly filled up Organisation Profile, (as per Annexure 5) (ii) Application Form (as per Annexure 6) (iii) Proposed organizational structure and Curriculum Vitae (CV) of key personnel's to be involved in the management of the project. Format for CV is given in Annexure -7 (iv) The bidder should submit a Power of Attorney as per the format at Annexure-8 authorizing the signatory of the bid to commit on behalf the bidder, (v) Details of manpower (positions and reporting structure) to be engaged at each level (i.e. field operation, and project management) and their role and responsibility. (vi) Detailed strategy for performance monitoring and evaluation, quality assurance and internal control. (vii) A copy of the RFP document sealed and signed in all pages by the applicant. Any other details the bidder like to include in the proposal.
3.1.3		<p>PART C (Financial Proposal)</p> <ul style="list-style-type: none"> (i) The applicant must submit the Financial Proposal in Annexure-9 basing on the Terms of Reference. (ii) In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted. (iii) The same person signing the RFP shall sign the financial proposal also. (iv) No interlineations or overwriting is allowed in the financial proposals.
3.2		<p>The Key- Submissions (Part A), Technical Proposal (Part B) and Financial Proposal (Part-C) must inserted in separate sealed envelopes, along with applicant's name and address in the left hand of the envelope and super scribed in the following manner.</p> <ul style="list-style-type: none"> (i) Part-A –Key-Submissions for “Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha” (ii) Part-B- Technical Proposal for “Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha” (iii) Part-C - Financial Proposal for “Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha”
3.3		<p>All three envelopes i.e. envelope for Part-A, Part-B and Part-C must be packed in a separate sealed outer cover and clearly super scribed with the following:</p> <p>Proposal for “Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha”</p> <p>The Applicant's Name & address shall be mentioned in the left hand corner of the outer envelope.</p>

3.4		The inner and outer envelopes shall be addressed to ; DIRECTOR, MEDICAL EDUCATION & TRAINING, ODISHA, Heads of Department Building, Unit-V, Bhubaneswar-751 001, Dist-Khordha <i>If the outer envelope is not sealed and marked as mentioned above, then Authority (TIC) will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.</i>
3.5		The Proposal shall be typed or written in indelible ink and shall be signed by the authorized representative of the applicant.
3.6		Any interlineations, erasures or overwriting shall be valid only if the same is found initialled or signed by the authorized signatory to the bid, prior to opening of the same. However, no interlineations, erasures or overwriting are allowed in the Financial Proposal
3.7		The proposal shall be prepared in the manner as detailed in following paras. The bidder shall ensure that the pages are serially numbered with indexing and duly signed by the bidder or the authorized signatory. The proposal should be received through courier, speed post or registered post. Proposals received after the due date and time of submission shall be treated as late bid and be liable for rejection.
3.8		The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the TIC.
3.9		Language The Proposal with all accompanying documents (the “ Documents ”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
3.10		Proposal Due Date Proposal filled in all respect must reach at the address, time and date as specified through Speed / Regd. Post / Courier. If the specified date for the submission of proposal is declared as a holiday at office of the TIC, the Proposals will be received up to the appointed time on the next working day.
4		RFP Opening
4.1		TEC or a committee duly constituted by TEC will open all Proposals, in the presence of Applicants or their authorized representatives who choose to attend, at the place, date and time as mentioned In the Notice Inviting Proposal (NIP), given in the beginning of this RFP.
4.2		The Applicant’s representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday at the office of TEC, the RFPs shall be opened at the appointed time and location on the next working day.

5		Short-listing and Selection
	5.1	Bidders shall be ranked as per their financial quote (offered price). The bidder having lowest financial quote (offer price) shall be the most preferred bidder.
6		The preferred bidder (L1 Bidder) shall be invited for signing the contract. However, the Second Ranked Bidder shall be kept in reserve and may be invited (at the discretion of the authority) to take-up the contract in mutually agreed terms in case the first ranked bidder withdraws, blacklisted or otherwise become ineligible for entering into a valid contract with the Government.
	6.1	Right to Accept and Reject any Proposal TEC reserves the right to cancel the whole tender process in case TEC feels that the price quoted by the preferred bidder is not reasonable and may invite fresh proposals without assigning any reason thereof.
	6.2	Award of Contract and Agreement / MOU
	6.1	On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute an Agreement/ MOU with the State Government within 21 days from the date of acceptance of the bid is communicated - Annexure-10 . This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement/ MOU. Before execution of the agreement/MOU, the bidder shall have to furnish the performance security (security deposit).
7		Period of Engagement (Duration of the Contract)
	7.1	The period of Engagement shall be for a period of 05 years . The selected Agency for Functionalisation of Liver Transplant will be engaged initially for a period of 01 year from the date of signing of the Contract, which may further be extended by the Government, subject to satisfactory performance and on the same terms and conditions of the contract. However, detailed provision for modification or termination from the contract and related liabilities and penalties are stated in subsequent paras.
	7.2	The Agency for Functionalisation of Liver Transplant selected for the purpose shall enter in to a contract with the Government to carry out the project with agreed terms and conditions.
	8	Schedule of Implementation
	8.1	The winning bidder has to start and operationalise the services at SCB, MCH, Cuttack from the date of signing of the Contract without any interruptions to the current operations.
	9	Performance Security
	9.1	.The preferred bidder to whom the contract shall be awarded have to deposit Performance Security equivalent to 5 % of the annual value of the contract in the form of Bank Guarantee issued from a scheduled commercial bank having branch at Bhubaneswar and should be drawn in favour of “Director, Medical Education & Training, Odisha’ payable at Bhubaneswar” . Annual value of the contract for the purpose of performance security calculation shall be the annual operational cost

		<p>calculated as per the rate quoted in the financial bid without considering the capital expenditure that shall be incurred under the project. Amount of Earnest money deposit can be adjusted into the security deposit. Security deposit is for due performance of the agreement. Format of Bank Guarantee for Performance Security is given in Annexure-11. The Contracting Authority/Government in the following circumstances can forfeit the Performance Security:</p> <p>(i) When any terms or conditions of the agreement are infringed;</p> <p>(ii) When the Agency for Functionalisation of Liver Transplant fails in providing the services satisfactorily;</p> <p>Notice will be issued to the bidder /Agency for Functionalisation of Liver Transplant with reasonable time (up to a maximum 20 days time) before the earnest money / security deposit is forfeited.</p>
	10	<p>Commencement of Service</p> <p>The Agency for Functionalisation of Liver Transplant shall commence the service only after the issue of the Letter of Commencement by the Department allowing the Service Provider to commence activities envisaged under the RFP.</p> <p>The Agency for Functionalisation of Liver Transplant shall commence the service as per schedule of implementation mentioned in RFP from the date of signing of the Agreement / MOU. If the Agency fails to commence the service as specified herein, the Government may, unless it consents to the extension of time thereof, forfeit the Performance Security and appropriate the same.</p>
	11	<p>Procedure of Payment</p> <p>The Bidder shall submit monthly case report indicating the details of the Primary Procedure (Liver Transplant) taken up (up to discharge of the Patient). Payment towards case to case shall be paid to the Bidder on approved rate on quarterly basis, after getting approval of State Steering Committee.</p>
	12	<p>Monitoring and Evaluation</p>
	12.1	<p>There shall be following committees with defined role and responsibility to ensure smooth implementation, operation and monitoring of the project;</p> <p>a)- State Steering Committee b)- State Management Committee</p>
	12.2	<p>The activities and progress report shall be subject to inspection by designated officer(s) of DME&T, Odisha and H & FW Department.</p>
	12.3	<p>Government reserves the right to evaluate the performance of the Agency as well as the project annually by a third party.</p>
	13	<p>Termination /Suspension of Agreement</p>
	13.1	<p>The Government may, by a notice in writing suspend the agreement, for a period as decided by the Government (but for a maximum period of 6 months), if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:</p> <ol style="list-style-type: none"> 1) Shall specify the nature of failure, and 2) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

	13.2	During the suspension period, Government reserves the right to terminate the agreement by giving 30 days notice period.
	13.3	<p>The Government after giving 30 days clear notice in writing, expressing the intension of termination by stating the ground/grounds on the happening of any of the events</p> <p>i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the Agency.</p> <p>i)- If the Agency does not rectify the failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government may subsequently approve in writing.</p> <p>ii)- If the Agency becomes insolvent or bankrupt.</p> <p>iii)- If, as a result of force majeure, Agency is unable to perform a material portion of the activities for a period of more than 60 days: or</p> <p>iv)- If, in the judgment of the Government, the Agency provider is engaged in corrupt or fraudulent practices in implementation of the project.</p>
	14	<p>Modifications</p> <p>Modifications in terms of reference including scope of the services can only be made by written consent of both parties. However, basic conditions of the agreement shall not be modified.</p>
	15	<p>Saving Clauses</p> <p>In the absence of any specific provision in the agreement on any issue the guidelines issued/to be issued by the Director, Medical Education & Training, Odisha, Government of Odisha, H & FW Department shall be applicable.</p>
	16	<p>Dispute and Resolution</p> <p>If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to the State Level Steering Committee) for decision. If the Service Provider is not satisfied with the decision of State Level Steering Committee, they may proceed for arbitration.</p>
	17	Arbitration
	17.1	Any unresolved dispute or difference whatsoever arising between the parties to this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Secretary to Government, Department of Health & Family Welfare, Govt. Of Odisha. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
	17.2	The arbitration shall be conducted in Bhubaneswar, Odisha, India. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The Award shall be speaking Award.

17.3		The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.
17.4		During any period of arbitration, there shall be no suspension of this Agreement. The parties specifically agree that any arbitration shall be pursuant to clause above and the clause is governed by Indian Law.
18		<p>State Government Responsibilities:</p> <ul style="list-style-type: none"> • To provide complete and suitable infrastructure for implementation / functional of the scheme.
19		<p>Jurisdiction of Court</p> <p>Legal proceedings, if any, shall be subject to courts under Bhubaneswar jurisdiction only.</p>

Sd/-
Director Medical Education and Training, Odisha

ANNEXURES

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ANNEXURE-1: FORMAT FOR PRE-BID QUERIES

The bidder will have to ensure that their queries in soft copy for the pre-bid meeting should reach the TIC through email at dmetbbsr4@gmail.com on or before the date of Pre-bid meeting in the prescribed format as mentioned below.

S.No	RFP Document (Clause and Page number)	Content of RFP requiring clarification(s)	Clarification Requested

Any other form of submission will not be entertained

Signature.....

(Authorized Signatory with Date and Seal)

Name, Designation and Address

ANNEXURE 2: FORMAT FOR COVERING LETTER

Format for Covering Letter

[On the Letterhead of the Applicant (in case of Single Applicant) or Lead Member (in case of a Consortium)]

Date:.....

To

The Director, Medical Education & Training, Odisha,
Heads of Department Building,
Unit-V, Bhubaneswar, Khordha

Re: Request for Proposal for “*Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha*”

Madam / Sir,

Being duly authorized to represent and act on behalf of.....
(Hereinafter referred to as “the Applicant”), and having

reviewed and fully understood all of the requirements and information provided, the undersigned hereby apply for the qualification for “***Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha***”. We are enclosing our Application with EMD amount of Rs._____ in the form of Bank Guarantee and two copies of Proposal (Part A, Part B and Part C) with the details as per the requirements of the RFP. We confirm that our proposal is valid for a period of minimum 180 days from _____ (*date of Bid opening*).

Yours faithfully,

(Signature of Authorised Signatory)

(NAME, TITLE AND ADDRESS)

ANNEXURE- 3: FORMAT FOR AFFIDAVIT

Format for Affidavit (On a Stamp Paper of relevant value)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member), (the names and

addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter in to a contract within a period of **three years** preceding the commencement of the process.
- (iv) There is no conflict of interest in submitting this Proposal

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20.....

Name of the Applicant

Signature of the Authorized Person.....

Name of the Authorized Person

Note:

To be executed separately by all the Members

ANNEXURE-4: FORMAT OF BANK GUARANTEE FOR EMD

EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

To

The Bid Inviting Authority

Whereas (*insert the name of the bidder*) (hereinafter called the "Bidder") has submitted its proposal dated (*insert date*) for **Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha** (hereinafter called the "Proposal") against the RFP (*Insert RFP reference number*) issued by DME&T, Odisha, (hereinafter called "Authority") .

Know all persons by these presents that we (*insert name of the bank*) of (*insert address of the bank*) (Hereinafter called the "Bank") having our registered office at (*insert regd. office address of bank*) are bound onto <*insert the name and address of the procuring authority*> (hereinafter called the "Authority") in the sum of (*insert guarantee amount*) for which payment will and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due performance of the contract. or
 - b) Fails or refuses to accept/execute the contract. or
 - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Authority the above amount upon receipt of its first written demand, without the Authority having to substantiated its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....* (Name &Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

* the Branch of the bank should be at Bhubaneswar.

Signature of the Authorised Officer of the Bank)

Name and Designation of the Officer Seal, name &

Address of the Bank and the Branch

ANNEXURE 5: ORGANISATION PROFILE

Name of the Service Provider:	
Address of Registered Office:	
Contact Person:	
Working Capital: Working Capital =(Current Assets –Current Liabilities)	
Award & Accreditations, if any:	
Any Award or Felicitation received by your Service Provider:	
Any Other Relevant Details:	

(Signature of Authorised Signatory)

(NAME, TITLE AND ADDRESS)

ANNEXURE 6: APPLICATION FORMAT

APPLICATION FORMAT

1	Particulars	Details
2	Name of the Project	<i>“Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha”</i>
3	Name and address of the Organization responding to RFP. Telephone No. With STD Code Fax Number E-mail address, if any Name and Designation of Contact Person	
4	Proposal Addressed to	Director, Medical Education & Training, Odisha, Heads of Department Building, Unit-V, Bhubaneswar, Khordha
5	Reference of Notice inviting for RFP	No. _____ Date _____
6	Authority for signing and submitting the document <i>(Power of Attorney, Resolution of the organization etc.)</i>	
7	Documents enclosed in support of the Request- 1)-..... 2)-..... 3)-..... 4)-..... (Total Pages.....	
Name and signature of the authorized signatory Seal of the Organization Date.....		

ANNEXURE-7: CV FORTMAT FOR KEY PERSONNEL

Format of Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position/Role:-
2. Name of Staff:-
3. Qualification: -
4. Date of Joining with the current Agency: -
5. Total Years of Experience:-
6. Detailed Tasks Assigned:-
Key Qualifications:

[Give an outline of staff members experience and training most pertinent to tasks on assignment. Describe level of responsibility (Managerial, Supervisory etc.) held during relevant previous assignments and give dates and locations.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member, giving dates, names of employing organizations, titles of positions held, and locations of assignments, size of the fleet managed (in case of fleet manager). Also give types of activities performed and Client references, where appropriate.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any mis-statement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date

Authorized Signatory with Date and Seal:

Name, Designation and Address:

NB: CV write-up restricted to 4 pages only with quality information relevant to the key professional requirements.

ANNEXURE- 8: POWER OF ATTORNEY FOR LEAD MEMBER

Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the DME & T, Odisha, DoH&FW, Government of Odisha has invited applications from interested parties for **Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha** and

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate 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 who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ (Lead Member), M/s
_____ (Member)

(The respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Government of Odisha,

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ____ day of 20__

(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as 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.

ANNEXURE 9: FINANCIAL PROPOSAL

[FINANCIAL PROPOSAL]

To

The Director, Medical Education & Training, Odisha,
Heads of Department Building,
Unit-V, Bhubaneswar, Khordha

Sub: - Request for Proposal for "Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha"

Sir,

1- Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.

2- I / We declare that we have read and understood and that we accept all clauses, conditions, and descriptions of the RFP document without any change, reservations and conditions.

3-I / We agree to abide by this proposal/bid for a period of 180 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.

4- Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me / us and the Government of Odisha.

5-We submit the Schedule of Rate as appended herewith. *

Yours faithfully

Signature of the authorized signatory

****Schedule of Rate / Financial Implication should be appended separately with Implementation procedure , Clinical prerequisites required for the work at the transplant unit at SCB, MCH, Cuttack, Odisha and expected expenditure for each Transplant***

ANNEXURE 10: MOU / AGREEMENT

AGREEMENT

This agreement made this ____ day of ____ 20__ between **the Government of the State of Odisha represented by the Director, Medical Education & Training, Odisha** (hereinafter called “the Government” which expression shall, where the context so admits, be deemed to include his/her successors in office and assignee) of the one part AND **M/s. _____, a public limited company / partnership / Society / Trust and having its registered at _____**

(hereinafter called “the Agency” which expression shall, where the context so admits, be deemed to include its heirs, successors, executors and administrators) of the other part.

Whereas the service provider has agreed with the Government to implement “**Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha**” (hereinafter called “the Project”) in the State of Odisha in the manner set forth in the terms of the Request for Proposal (RFP) and Term of Reference (TOR) issued or to be issued and as amended from time to time for the said service;

1- Now these present witnesses and the parties hereto hereby agree as follows: -

1. The Agency shall Assess, optimise and perform BOTH the entire retrieval or living related donor surgery and transplant procedure and the activities surrounding it.
2. The Agency shall arrange Senior level manpower for entire operation AND training process including Sr surgeons, Anaesthetists, liver transplant scrub team, etc. in order to smooth & safe operation of the transplant process.
3. The Agency shall arrange & provide all the logistics for this team including travel & stay.
4. The Agency shall Supervise & maintain optimal patient care till discharge, via the 24hr inhouse, 3-pronged (Surgery, Hepatology, Critical care) cover. Discharge after varying duration will be decided on clinical grounds, solely by the operations head on an individual patient basis.
5. The Agency shall arrange the programme for training to the SCB team in Transplant Anaesthesiology & Hepatology.

2- **Period of Engagement**

The Agency will be engaged initially for a period of one year from the date of signing of the Contract, which may further be extended by the Government, subject to satisfactory performance and on the same terms and conditions of the contract.

3- **Consideration**

The payment shall be made by the Government as mentioned at clause no. 11 of the RFP



4- Arbitration

- a- Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Secretary to Government, Department of Health and Family Welfare, Government of Odisha. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.
- b- The arbitration shall be conducted in Bhubaneswar, Odisha, India. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The Award shall be speaking Award.
- c- The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.
- d- During any period of arbitration, there shall be no suspension of this Agreement.
- e- The parties specifically agree that any arbitration shall be pursuant to clause above and Indian Law governs the clause.

5. Modifications

Modifications in terms of reference including scope of the services can only be made by written consent of both the parties. However, basic conditions (such as contracted rates and those conditions which materially affect the contract), of the agreement shall not be modified.

6. Saving Clauses

In the absence of any specific provision in the agreement on any issue the guidelines issued/to be issued by the DME & T, Odisha, Government of Odisha shall be applicable.

7. Settlement of Dispute

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to the State Level Steering Committee) for decision. If the Agency is not satisfied with the decision of State Level Steering Committee, they may proceed for arbitration.

8. Commencement of Service

The Agency shall commence the service only after the issue of the Letter of Commencement by the Department allowing the agent to commence activities envisaged under the RFP.

The Agency shall commence the service as per schedule of implementation mentioned in RFP from the date of signing of the Agreement. If the Agency fails to commence the service as specified herein, the Government may, unless it consents to the extension of time thereof, forfeit the Performance Security and appropriate the same.

9. Jurisdiction of Court

Legal proceedings, if any, shall be subject to Bhubaneswar jurisdiction only.

10. Applicability of the provision of RFP and Scope of Work

In absence of any specific provisions in this agreement on any issue, which is otherwise covered under the RFP and the TOR then, the provisions there under shall be applicable.

In witness whereof the parties hereto have set their hands on the.....day of.....2019.

For and on behalf of the Governor of Odisha

Signature of the Agency

Signature & Designation,

Date:

Date:

Witness No.1.

1. Witness

Name:

Name:

Address:

Address:

Witness No.2.

2. Witness

Name:

Name:

Address:

Address:



ANNEXURE-11: BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Issuing Bank: *[insert: Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: *[insert: Name and Address of Authority]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert: name of the Awardee]* (hereinafter called "the Agency") has entered into Contract No. *[insert: reference number of the contract]* dated _____ with you, "**Selection of Agency for Functionalisation of Liver Transplant at SCB, MCH, Cuttack, Odisha**"

(hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Agency, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (Rs____) *[insert: amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Agency is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

This guarantee shall be valid until theday of, 20.....

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Our..... branch at** (Name & Address of thebranch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at ourbranch a written claim or demand and received by us at ourbranch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

* The Guarantor shall insert the amount as specified in the RFP.

** the Branch of the bank should be at Bhubaneswar, Odisha.

[signature (s)]

**Signature of the Authorized Officer of the Bank) Name
and Designation of the Officer Seal, name & Address
of the Bank and the Branch**

ABBREVIATON

R.F.P.	REQUEST FOR PROPOSAL
N.I.P.	NOTICE INVITING PROPOSAL
DoHFW	DEPARTMENT OF HEALTH & FAMILY WELFARE
D.M.E.&T., (O)	DIRECTOR OF MEDICAL EDUCATION & TRAINING, ODISHA
T.O.R.	TERMS OF REFERENCE
B .G.	BANK GUARANTEE
E.M.D.	EARNEST MONEY DEPOSIT
C.V.	CURRICULUM VITAE
T.I.C.	TENDER INVITING COMMITTEE