



REQUEST FOR PROPOSAL for Operation and Management of
Urban Health & Wellness Centre (U-HWC) under Public Private
Partnership (PPP) mode

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R. K.

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Kotpad NAC
Government of Odisha

ADVERTISEMENT



Kotpad NAC, Dist: Koraput

Advt. No: 1542

Date: 27/05/2022

Request for Proposal (RFP) for Operation & Management of Urban Health & Wellness Centre (U-HWC) under PPP

Kotpad NAC invite application as per the prescribed RFP document from eligible entities registered under Society Registration Act/Indian Trust Act/Company Act/Pvt. Hospitals (with registration from appropriate authority) for Operation & Management of Urban Health & Wellness Centre (UHWC) in partnership mode.

The eligibility criteria and detailed requirements for "Operation & Management of UHWC" are set forth in the RFP document which can be downloaded from the website: www.koraput.nic.in. Interested bidders fulfilling the eligibility criteria may submit their application, required documents & EMD as set forth in this RFP.

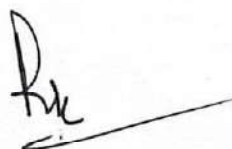
The interested bidders can submit the proposal with required documents through Speed post/Registered post/couriers only clearly super scribing the name of the UHWC applied for management of UHWC on the envelop to the **Executive Officer, Kotpad NAC,** **Pin :764058,Dist: Koraput, Odisha** latest by 24.06.2022.

Incomplete applications/applications received from blacklisted NGOs/Trusts/Company/Pvt. Medical Colleges/Hospitals will be summarily rejected. The authority reserves the right for cancelation of the advertisement /selection/ modification of guidelines for selection without assigning any reason thereof. No personal inquiry shall be entertained.


27/5/2022
Executive Officer
Kotpad NAC

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SECTION -1: NOTICE INVITING PROPOSAL

Detailed proposals are invited from the eligible entities to select for "Operation and Management of Urban Health & Wellness Centre (U-HWC) under Public Private Partnership mode

Important timelines

Sl. No.	Activity	Timeline
1	Date of Advt. publication.	Date: <u>31.05.2022</u> (The detailed RFP document downloadable from the website: <u>www.koraput.nic.in</u>)
2	Last date & time for submission of proposal.	Date: <u>24/06/22</u> Time: <u>05:00 PM</u> NB: Proposals should be submitted through the Speed post/Registered post/Courier only clearly super scribing the name of the UHWC applied for management of UHWC under PPP.
3	Date & time for opening of proposal	Date: <u>27/06/22</u> Time: <u>11:00 AM</u>
4	Address for submission of proposals	The Municipal Commissioner/ Executive Officer (Name of the Municipal Corporation/ Municipality/ NAC) Address: <u>N.A.C. Koraput Dist - Koraput</u>

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27/5/2022

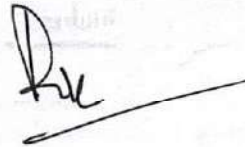
SECTION - 2: SCHEDULE FOR SUBMISSION OF PROPOSAL

Proposals are invited for operation & management of Urban Health & Wellness Centers (UHC) as per the detailed given below.

Name of the ULB (Municipal Corporation/ Municipality/ NAC): Kotpad

Sl. No	Name of the Urban HWC	Location of the UHC
1	UHC, Kotpad	Upper Kolab, Kotpad
2		
3		
4		
5		

N. B. Location of the UHC can be changed by the ULB (Municipal Corporation/ Municipality/ NAC)



SECTION – 3: INSTRUCTIONS TO THE BIDDERS

3.1. Scope of Proposal

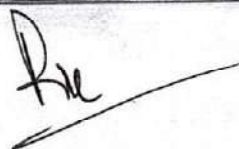
Interested bidder fulfilling the eligibility criteria may apply for the project by submitting their application for Operation and Management of Urban Health & Wellness Centre (UHC) listed in Section 2: Schedule of Proposal Submission. The following points are to be ensured while applying for the projects.

- (a) Detailed description of the objectives, scope of services, deliverables and other requirements relating to "Operation and Management of Urban Health & Wellness Centre (UHC)" are specified in this RFP. The manner in which the Proposal is required to be submitted, accepted and evaluated is also explained in this RFP.
- (b) Proposals must be submitted within the due date and time mentioned in this RFP.
- (c) The selection of the bidder shall be on the basis of an evaluation (Desk appraisal/ Original document verification) by the appraisal committee and subsequent approval by the District Level Committee.
- (d) The bidder shall submit the proposal in the form and manner as specified in this RFP. **There shall not be any Financial Proposal to be submitted in the tender, as this is a fixed cost based project. The cost of project is approximately @ Rs. 70 lakhs per UHC per annum as per provision made in the XV-FC Grant/PM-ABHIM grant. The cost can modified based on approval from GOI from time to time. The continuation of the project is also subject to the approval of the activity under XV-FC Grant/ PM-ABHIM grant.**
- (e) Upon selection, the selected bidder shall be required to enter into a MoU with the concerned (Municipal Corporation/ Municipality/ NAC) for implementation of the project. The implementation of the "Operation and Management of Urban Health & Wellness Centre (UHC)" will be guided by the terms and conditions of the MoU.

3.2 Eligibility Criteria for the Bidder

The bidder fulfilling the following criteria are eligible to apply:

1. It must be registered under Society Registration Act/Indian Trust Act/Company Act/Clinical Establishment Act
 - (a) If it is a NGO registered under Society Registration Act [In case of other than home district (tender inviting authority), they must have Society Registration before the Registrar of Society cum IGR of respective State to work beyond one district], it must have the provision of health services, health care, primary healthcare, and any other health related services in its memorandum of association.
 - (b) If it is a Trust, it is to be supported with the relevant trust deed to provide health services,



health care, primary health care or any other health related services.

(c) In case of company, it must be in Section 8 of Companies under the companies Act 2013 (erstwhile Sector 25 Companies under Companies Act 1956) with provision of healthcare as one of the businesses in the memorandum of association.

2. One person Firm is not eligible to apply.
3. To be eligible to apply, the bidder must be in existence for at least 5 years as on 31st March 2021. Organizations established/registered after 1st April 2016 are not eligible to apply.
4. The bidder must have minimum 5 years of experience in Health Programmes/ running Hospitals/ Social Development Sectors with Govt. / Private sector/ Own funding as on 31st March 2021.
5. The bidder in case of NGO/Trust must have Unique ID Number through the portal NGO-DARPAN of NITI Aayog.
6. The bidder should have an annual turnover of at least Rs 100 lakhs per each year in the last three financial year i.e 2018-19, 2019-20 & 2020-21.
7. The bidder in case of NGO/Trust should have been registered under 12-A of Income Tax exemption.
8. The bidder must not have been "blacklisted"/ "debarred" from participating in any tendering process by any State Govt./Central Govt. Institutions. An original affidavit in a stamp paper to this effect is to be submitted.
9. The bidder or any of its office bearers must not have been convicted/case pending against them by any court of law in India or Abroad for any civil/criminal offences. An original affidavit in a stamp paper to this effect is to be submitted.
10. In case the services of any bidder have been discontinued on the basis of the conduct of any financial irregularities, the said bidder shall not be allowed to apply. An original affidavit in a stamp paper to this effect is to be submitted.
11. The bidder must submit an undertaking for the willingness to sign the service level agreement towards the implementation of the project.
12. The bidder must submit a declaration that (i) it has not undertaken more than 10 Urban HWC (UHC) projects in the State of Odisha and also not undertaken more than 5 UHC projects in the District (ii) if selected shall not implement/undertake more than 10 projects in the State and not more than 5 projects in the applied districts with the XV-FC Grant/ PM-ABHIM Grant.
13. The bidder must submit original affidavit that any project of the bidder has not been terminated/ discontinued on the basis of the conduct of any financial irregularities in past.
14. The bidder or his/her authorized person has to sign all pages of the documents and all the mandatory documents.
15. EMD has to be submitted along with the application.



3.3 Submission of Proposal

The proposal shall be submitted through the following manner:

- I. The interested bidder to submit the proposal with required documents to the **Kotpad NAC** as mentioned in Section -2 schedule for submission of proposal.
- II. The information/ data once submitted will be final and cannot be edited again.

3.4 Earnest Money Deposit (EMD)

EMD of Banker's Cheque in favor of **Executive Officer, Kotpad NAC** for which the bidder is applying for is to be submitted in the application. The EMD must be reached on or before the last date & time for submission of application specified in the Section-1 of the RFP. Details of the Demand Draft or Banker's Cheque (DD/BC No., date, name of the Bank) must be mentioned in the appropriate box under application.

The EMD will be refunded after selection of the successful bidder. No interest will be paid on the EMD. **The proposal without EMD will not be considered. EMD of the bidder will be forfeited if it is discovered that the bidder has submitted false or forged or incorrect or misleading documents or information. In case of successful bidder, the EMD furnished by the bidder shall be refunded after submission of performance Security for execution of contract.**

3.5 Supporting documents to be submitted

The following supporting documents required to submit during submission of application by the bidder in the appropriate locations. Below prescribed compulsory documents are mandatory to submit in the application form, failing which the submission may not be accepted.

Sl No	Particulars
1	Application form T1
2	Copy of the Registration Certificate of the Agency(Appropriate registration under Society Registration Act/Indian Trust Act/Company Act./Clinical Establishment Act.
3	In case of NGO/Trust Unique ID under the portal NGO Darpan of NITI Aayog to be submitted
4	Photo copy of the Memorandum of Association /by-Law/Deed of the agency
5	Contract /MoU/Sanction order/Approval documents pertaining to the Agency work experience where duration of the projects has been mentioned
6	Annual Financial Statements of last 3 years duly audited by a qualified CA. (As per Form – T2)
7	12 A Registration certificate (In case of NGO/Trust)
8	Photocopy of PAN Card
9	Photocopy of the Bank Pass Book



Sl. No	Particulars
10	An undertaking in the form of original Affidavit on stamp paper that the office bearer of the Agency has not been convicted by any court of law for any criminal offence (As per Form-T3).
11	An undertaking in the form of original Affidavit on stamp paper certifying that Agency is not blacklisted (As per Form-T4)
12	An undertaking that the Agency is willing to sign the service level agreement (As per Form-T5)
13	A declaration regarding not undertaken more than UHWC in the State & 5 UHWC in the district (as per the Form T6)
14	Declaration regarding submission of original copy of annual report and audit report (as per the form T7)
15	Proposal format (as per the form T8)
16	An undertaking in the form of original Affidavit on stamp paper that any project of the bidder has not been terminated/discontinued on the basis of the conduct of any financial irregularities in past. (as per the form T9)
17	List of Mandatory documents (as per the form T10)

All the documents should be signed by the authorized person of the bidder with seal and all documents must be clearly visible and readable. The bidder must show the same original documents during physical verification of documents before the Desk appraisal Committee. In case the bidder fails to submit any supporting documents during the submission of application, further consideration of the same document shall not be entertained during physical verification of documents.

3.6. Financial Bid:

No financial bid is required to be submitted as this is a fixed cost based project.

3.7. Number of Proposals

Interested bidders fulfilling the eligibility criteria may submit their proposal **separately** for any one / more than one UHWC against the advertisement, **subject to the condition mentioned in the clause No. 3.2.12 of the RFP**. Separate proposal with required documents and EMD (for each UHWC applied for) to be submitted.

3.8. Cost of Proposal

The bidder shall be responsible for all cost associated with the preparation of their proposals and their participation in the selection process. The ULB(Municipal Corporation/ Municipality/ NAC) will neither be responsible nor in any way be liable for such costs, regardless of the conduct or outcome of the selection process.



3.9. Acknowledgement by the bidder

(a) It shall be deemed that by submitting the Proposal through offline, the bidder has: -

- (i) Made a complete and careful examination of the RFP;
 - (ii) Received all relevant information requested from the concerned ULB (*Municipal Corporation/ Municipality/ NAC*).
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the concerned ULB (*Municipal Corporation/ Municipality/ NAC*) relating to any of the matters stated in the RFP Document;
 - (iv) Satisfied itself about all matters, things and information, necessary and required for submitting the Proposal and performance of all of its obligations there-under;
 - (v) Agreed to be bound by the undertaking provided by it under and in terms ;
- (b) The ULB (*Municipal Corporation/ Municipality/ NAC*) shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake in any information or data given by the concerned district authority.

3.10. 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 as per the forms provided in this RFP. No other supporting document or printed literature shall be submitted with the proposal unless specifically asked for. In case any of these documents is in another language than English, 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.

3.11. Process of Selection

- (a) After receipts of the application with required documents and EMD, the Appraisal Committee at the ULB (*Municipal Corporation/ Municipality/ NAC*) level will conduct screening process of the proposals received within the due date. The Committee will verify whether copies of all the required documents as per the advertisement have been submitted along with each proposal. If at all, any deficiency in document submission pertaining to the eligibility criteria is found out in any of the proposal, the same proposal shall be rejected.
- (b) The Desk Appraisal Committee to be constituted at the level of respective ULB (*Municipal Corporation/ Municipality/ NAC*) level.
- (c) As per the decision of the Desk Appraisal Committee, the shortlisted Agencies shall be finally called to the office of ULB (*Municipal Corporation/ Municipality/ NAC*) for necessary verification of their original documents vis-à-vis documents submitted in the application. The Desk Appraisal Committee shall verify the documents. Lateral entry of any documents by the Agency shall not be entertained.

- (d) After verification of the original documents vis-à-vis documents submitted with original application, the Desk Appraisal Committee will **award marks** in the prescribed score sheet. No field appraisal process shall be conducted for selection.
- (e) The merit list will be prepared those have secured **minimum 50%** marks in the score sheet in order to be eligible for merit. In case of more than one agency get equal score, the bidder having **highest total turnover** in 2018-19, 2019-20, 2020-21 shall get preference.
- (f) The entire selection process will be approved in the District level Committee formed for XV-FC. Detailed process shall be recorded in the minutes of the meeting and the agency in top of the merit list shall be recommended and communicated to concerned ULB (Municipal Corporation/Municipality/NAC) for signing of the MoU for operation and management of the UHWC.
- (g) In case the selected bidder shall not sign the MOU or not take up the project within the stipulated time, then the award will be offered to next bidder in the merit list for management of the UHWC.

3.12. Maximum ceiling limit of Projects:

- (a) **A maximum number of 10 UHWC projects** can be sanctioned to a particular Agency in the State and maximum 5 UHWC project in a District out of XV-FC/PM- ABHIM grant. In this context, the agency should submit a declaration in the application for the same in the prescribed T6 format.

3.13. Post Selection Procedure:

- i. After approval of the District level Committee, the district will send the list of the selected bidder along with the order of merit list to the concerned ULB (Municipal Corporation/ Municipality/ NAC).
- ii. The concerned ULB(Municipal Corporation/ Municipality/ NAC) shall issue the letter of award to the selected agency for operation and management of Urban Health & Wellness Centre (UHWC).
- iii. Within 30 days of the issue of the letter of award, the selected bidder will be required to inform the concerned ULB(Municipal Corporation/ Municipality/ NAC) in writing of its acceptance of the award and start the services as per the norms, failing which, the award will be offered to next order of merit bidder for management of the UHWC.
- iv. On completion of these formalities, the ULB(Municipal Corporation/ Municipality/ NAC) will inform the selected Agency regarding date of signing of the service level agreement/MoU.
- v. After signing of the MOU, the agency to submit the list of the manpower and security money to the concerned ULB (Municipal Corporation/ Municipality/ NAC).



SECTION 4:
TERMS OF REFERENCE FOR OPERATION & MANAGEMENT OF URBAN HEALTH & WELLNESS CENTRE

4.1. Introduction/Background

- The National Urban Health Mission (NUHM) was set up in 2013, as a sub mission of the National Health Mission, to improve the health status of the urban population in general, but particularly of the poor and other disadvantaged sections through facilitating equitable access to available health facilities by rationalizing and strengthening the existing capacity of health delivery.
- Under Ayushman Bharat, Urban Primary Health Centres (UPHCs) are being strengthened as Urban Health and Wellness Centres- Health Wellness Centre (UPHC-HWC) to deliver Comprehensive Primary Health Care (CPHC). Currently, this is done through enabling Urban PHCs, covering a population of 50,000. Outreach functions in this population, are undertaken by five ANMs and 20-25 ASHAs, with a normative coverage of a population of 10,000 served by a team of one ANM and five ASHA.
- Healthcare needs and aspirations of urban residents are different from those in rural areas. The current strategy of relying on outreach teams of ANM and ASHA alone to provide selective services is not sufficient. State experiences demonstrate that provision of health care services by trained service providers from facilities closer to poorer, and vulnerable urban communities is likely to improve access to an expanded range of services, reduce OOPE, improve disease surveillance, and strengthen referral linkages. At the same time, state experiences also show that the establishment of "Poly Clinics" in selected Urban Primary Health Centres, enables reach of specialist services to poor communities, thus building trust in the public health system.

4.2. Urban Health & Wellness Centres (UHCs)

Urban HWCs (UHCs) are envisaged to decentralize comprehensive primary health care services below the existing UPHC level in NUHM targeted cities, act as a standalone facility in smaller towns & peri-urban areas. This is the first point of call for accessing primary health care services in urban and peri-urban areas.

The proposed UHC is completely a new public health structure in urban areas which will cover smaller population cohorts (15,000-20,000 urban population) residing in the slums, similar habitations & peri-urban areas.

The Urban-HWC would also enable strengthening the continuum of care for upward and downward linkages, improve access to high quality care, minimize the out of pocket expenditure incurred on health care services, and decongestion of secondary and tertiary health care facilities.

- 4.3. Location of the UHC :** The location of the UHC shall be finalized by ULB (Municipal Corporation/ Municipality/ NAC) and regarding functional of UHC, the following options can be undertaken ;

Option- 1 (Building on rent)

- Hiring cost of the building in the identified location
- Provision of fund for Security charges for House Rent , White washing , branding, sinages, hoarding, interior suits to medical set up including power back up etc.

Option- 2 (Govt./ ULB/Community Building)

- Provision fund for Minor repair/maintenance of exiting building, White washing, branding, sinages, hoarding , interior suits to medical set up including power back up etc

Option -3 (Prefab structure in Govt land)

- Provision of fund for Peripheral area development like boundary wall, sheds for yoga & wellness activities, sinages, hoarding, power back up etc.

The facility should be located away from the garbage collection site, water logging area, cattle shed and it should be connected with all whether road, water supply & electricity facilities. The UHWC should not be located in areas which are within 3 kms distance of an UPHC- HWC, Urban CHC, SDH, DHH or any other Govt. health facility. The operational area/boundary of the UHWC to be notified by the concerned CDM & PHO in case of Municipality/NAC/peri urban area and ADUPHO in case of Municipal Corporation area.

4.4. Service Areas under UHWCs

Urban HWCs would have 9 Service areas which primarily includes outpatient care for a range of Primary Health Care Services as per CPHC guidelines , ancillary health care services like Diagnostic, Physiotherapy, Nutrition Counseling, Outreach services, Public health functions related to surveillance and early outbreak management as well wellness activities at community level. The details of services areas under the UHWC are as follows.

Sl. No.	Service Areas	Description of Major Features
1	OPD Services	Team at OPD: The team responsible for delivering OPD Services is constitute of one MBBS Doctor and one Staff Nurse. Proposed Services at OPD: UHWC will provide 12 Types of comprehensive primary Health Care services as per CPHC guidelines. NCD Clinic at OPD: Each 30 + population coming to attend OPD shall be screened for common NCDs by the SN before attending general OPD & appropriate measure shall be taken to treat confirmed cases as per the NCD guidelines. OPD Timings: The general working hour of UHWC OPD would be 8 AM to 11 AM (morning) and 5 PM to 8 PM (evening). However, it may be changed basing on the notifications issued by Govt. time to time.

Sl. No.	Service Areas	Description of Major Features
		Referral: UHWC may facilitate for referral of patients to nearest higher health facility/Poly clinic as per the severity of the case.
2	Drug Dispensing Unit	Manpower: This Department will be managed by a Pharmacist. Availability of Drugs at OPD: Govt. will supply drugs to individual UHWC. The UHWC will submit indent to tagged UPHC/other health institution for supply of drugs out of existing EDL till direct online indent to OSMCL. The concerned UHWC shall procure the drugs following due procedure.
3	Diagnostic Services	Manpower: This Department will be managed by a Lab Technician. Types of In-house tests to be taken up: 50 types of tests are proposed to be conducted at UHWCs including 24 Types as recommended under Free Diagnostic services for PHC level. Designated Microscopy Centre (DMC): Testing and collection point of sputum through installing cough collection box etc. Out-house Tests: LT will refer UPHC/UCHC & other referral institutions for any other tests not prescribed at UHWC level. Quality Assurance: Calibration of equipment/instruments shall be done on regular basis with the support of technical agency. Qualified Pathologist may be hired at least one day in a week for providing handholding support to LT for improving his/her skill sets.
4	Tele-consultation Services	Person Responsible: The OPD team at UHWC is responsible for facilitating conduction of tele-consultation services. Tele-consultation Services: UHWCs will be connected to tagged Poly-clinic/other hubs for tele-consultation services on fixed day
5	Physiotherapy Services	Manpower to manage Physiotherapy Wing: This division at UHWC will be managed by a qualified Physiotherapist. Scope of Services: The Physiotherapy services will be made available at both facility & community level. This facility based physiotherapy services will be opened for 5 days in a week for general patients. One day in a week will be devoted for providing extended physiotherapy services at community level for identified home bound cases those are unable to rotate.

Sl. No.	Service Areas	Description of Major Features
6	Yoga Services	Manpower at Yoga Wing: One Yoga Therapist will be engaged on part time basis, suits the local timings to conduct Yoga sessions at UHWC or at feeding areas of respective UHWC. Place of Yoga Sessions: Yoga Sessions may not be conducted preferably at facility level or at nearest park, common civic centre, Common room at nearby larger Society etc. Session Timings: Per day 2 sessions can be planned i.e. 1st session in the morning and other at evening and each session should be of minimum 2 hours.
7	Outreach Services/Community Mobilization	Manpower Responsible for Outreach Services: HW-M will own this activity. He will work in coordination with Health Worker (Female) of virtual SCs of his area. Major Tasks at Community Level: Outreach session: The UHWC shall act as Urban Health and Nutrition Days (UHND) and fixed immunization day (FID) session site. As per the micro plan, UHND and FID sessions shall be held once in a month as per the outreach micro plan of the HW (F). Screening Services: Two rounds of population based Screening for common NCDs including TB, Leprosy and Mental health shall be done every year and updated in portal as per existing guidelines. Focused Group Discussion (FGDs): 2 Small group meetings per month of patients with common NCDs will be organized to mobilize new patients for treatment & address dropout if any. Local ASHA & MAS must be involved in the process to mobilize patients for such meetings. Identify home bound cases need physiotherapy services & registered at UHWC level for extended services. Follow up of cases under long term treatment through home visits as per prescribed schedule of individual programme/ at least once in month for ensuring medicines, individual / Family Counseling and advice. Review and monitoring of MAS activities/expenditure and the outreach services (UHND, FID immunization sessions, outreach camps, NCD camp etc.) within the geographical areas of the UHWC. The UHWC to facilitate the outreach activities within the operational area. Vulnerability assessment of the slums within the operational area of UHWC to

Sl. No.	Service Areas	Description of Major Features
		be conducted/updated on yearly basis.
8	Disease Surveillance	Responsibility decentralized for Improving Reporting: HW-M in S, LT in L and Doctor at OPD in P format shall prepare report as per IDSP guidelines. Pharmacist will Keep the soft copy of the same for record and communicate the S format to ANM and L & P Format to concerned person at UPHC level for compiled report. Water Testing (kits based) will conducted in the laboratory and report will be shared. Contact tracing and implement containment measures for pandemic diseases. Early outbreak management: The whole Team at UHWC shall act as Rapid Response Team (RRT) in case of epidemic management.
9	Wellness Initiatives, IEC/BCC	The ambit of wellness activities spread across multiple dimensions and can broadly categorized in 3 areas i.e. Physical, Mental & Cross Cutting areas. The suggested activities are as follows. • Physical Wellness Initiatives: Walkathons, Marathons, Sports activities, Aerobics, Zumba, Open Gyms etc. • Mental Wellness Initiatives: Meditation, Health Talks/ Counseling, Laughter Clubs, Staying positive Community Campaigns, Aerobics for the children of the locality, raising awareness of mental health issues etc. • Crosscutting Areas: Campaigns on TB Free, Healthy Villages, Water Bell at school level, Eat Right/ Balanced Diet, Health Calendar/ Health days etc. • The facility should have prominent board displaying the name of the centre, services available, timings, citizen charter including patient right. IEC materials on various schemes/programs, protocols to be displayed in the facility. • Weekly sessions (two days in a week) on diet/ nutrition counseling and healthy life styles.

4.5. Management of UHWCs under PPP

- The Agency must ensure delivery of preventive, promotive, and curative care as well as all public health functions related to surveillance, management of outbreaks, etc. The agency to engage the Centre Coordinator in each UHWC to ensure day to day management of the UHWC.

- 4.6. **Administrative/Reporting Hierarchy:** Each UHWC will report to one selected UPHC-Poly Clinic/ UPHC or PHC/ CHC/ SDH/ DHH (where UPHC is not exist).
- 4.7. **NIN-ID for UHWCs:** These Urban-HWCs shall have a National Identification Number (NIN-ID) and register on the AB-HWC portal after duly mapping of the hierarchy.

4.8. Modalities for Engagement of HR under UHWCs

HR engagement procedures for UHWCs managed through PPP mode: It is the responsibility of the Agency to select competent HR adhering to the prescribed eligibility norm and, observing proper selection process.

Team Based Incentives to UHWC staff: The staff working under UHWC will be given monthly incentive on achieving set deliverables as per the norms.

4.9 Procurement & Supply of EIF :

The ULB (Municipal Corporation/ Municipality/ NAC) shall procure the equipment, instrument & furniture and shall handover to Urban HWC. Further, Computers, laptops, printer, scanner and its peripherals shall also have to be procured for OPD, DDC, office/staff and outreach program adhering the procurement norms.

4.10 Building for UHWCs

Minimum Space required to run a UHWC: 2500 Sqft

Areas	Approx Built up area (in Sqft)
OPD	300
Dispensing	150
Dressing & Injection Room	150
Lab	300
Physiotherapy	300
Wellness room including Yoga Centre	300
Store	200
Patient waiting Space with Toilets for Male & Female	300
Office room	200
Observation and emergency room	300
Total	2500

However, building with more space if available within the approved rate can be taken on rent by the agency .Parking space should be available and the building should barrier free and easy access to the patient.

City wise House Rent Approved

Sl. No	Types of Cities	Maximum ceiling of House Rent approved (inclusive water, electricity etc.)
1	Corporation Cities	Rs.25,000/-
2	Municipalities/NAC	Rs.20,000/-

4.11. Refurbishing of existing Building: Refurbishing of hired / Government Building shall be done.

4.12. Training and Capacity building: The staff of Urban-HWC would be oriented/trained in different thematic areas through capacity building plan to deliver primary health care and improve public health functions, as well in the use of Digital and IT systems to access online.

4.13. UHWC Management Committee: A committee shall be formed in each UHWC to look after day to day management of the facility.

4.14. Financial Management procedures

A sum of maximum upto Rs. 70 Lakhs per annum has been approved under XV-FC for operationalisation of each UHWC. This annual grant will be utilized for taking up of different activities as detailed out in this approved UHWC guidelines & Budget.

A part of the sanctioned fund shall be released to Individual Institution (UHWC) from the ULB and HR and management cost of the project shall be released to the selected agency.

Negative List: The selected agency should utilize the grant as per the approval heads. The fund under the XV-FC health grants should not be used for any other mandate, apart from the components listed for the utilization of the health grants under XV-FC.

4.15. Reporting & Monitoring

A dashboard will be prepared to monitor the activities of XV-FC grants, which would track the physical as well as financial progress. The UHWC shall submit different reports in due time to the District/City.

- The report on (HIMS/ standalone/ NCD/ DCP/ vital statistic/ UHND/ Immunisation / Community process) of UHWC will be submitted as per the standard format/ template to the reporting unit
- The report of the virtual sub-centre shall be complied and consolidated at UHWC level
- The Outreach activities i.e UHND, Immunisation, special outreach camp, ASHA/ MAS activities etc shall be reported by the UHWC

Review

- Monthly review of UHWC and outreach activities in the presence of hospital/field staff.
- Visit of MO to the UHND /immunization /outreach camp sites
- Quarterly review of the progress of UHWC at ULB(Municipal Corporation/Municipality/NAC) level



SECTION 5: PRINCIPLE OF AGREEMENT

- 5.1 Both the parties agree to view the arrangements enforced by this agreement as a Public Private Partnership in management of Urban Health & Wellness Centre (UHC). Such a partnership is seen as a step towards strengthening the Public Health System and as a measure towards facilitating and building the capacity of the state to manage such facilities by demonstrating models for comprehensive primary health care, with an emphasis on active community engagement.
- 5.2 Both parties also recognize that the spirit of such a Public Private Partnership is essentially to share risks and rewards in such a manner so that comprehensive primary health care can be provided to those who need these services. It is expected that such partnerships with organizations that have competence and credibility offers the governments avenues to leverage the knowledge and expertise of such organizations to improve management and delivery of comprehensive primary health care services.
- 5.3 Both parties are committed to enhance the health and well-being of residents of the area covered by the facilities in this agreement by providing high quality service, innovation and development and to meet identified needs within the resources available to both the parties.
- 5.4 The selected agency agrees to undertake/implement all National/States Health Programmes/ Health interventions/activities including outreach activities mandated as per the guidelines.
- 5.5 The Agency would furnish a certificate of up-to-date payment along with copies of scroll to the ULB(Municipal Corporation/Municipality/NAC) every month.
- 5.6 The agency shall abide all the norms/guidelines /protocols of concerned ULB (Municipal Corporation/Municipality/NAC) and Govt. of Odisha/Government of India.
- 5.7 The Agency will establish a transparent and "open to public" grievance redressal system within the facility.
- 5.8 The Agency will agree that the concession granted will not be treated as a business venture and will not be used to, make profits.
- 5.9 The Agency agrees that no money would be collected from the users of the facilities for any clinical consultation and service, diagnostic services or any other service provided in the facilities.
- 5.10 The Agency will commit that no new building/extension to the existing will be undertaken without the prior written approval of ULB(Municipal Corporation/Municipality/NAC), failure to adhere to this provision will lead to cancellation of the agreement forthwith and Government /Dist. Administration/ULB(Municipal Corporation/Municipality/NAC) will take over the facilities without any notice.
- 5.11 The Agency agrees that by signing the Service Agreement, no right on the property and assets of the facilities will be transferred to them now or at any future date. The Agency will not claim any properterial rights on land, buildings or any moveable or immoveable assets existing on the land pertaining to the facilities or in use in the facilities.



SECTION- 6 : SERVICE DESCRIPTION AND RESPONSIBILITIES

- 6.1** The services include the comprehensive primary healthcare package encompassing outreach, including behavioral change through health education and health promotion, clinical and public health services. The indicative list of Services to be provided at the UHWC are given below ;

Sl. No	Services	Brief Description
1.	General OPD Service	The OPD working hour would be 8 AM to 11 AM and 5 PM to 8 PM. However, it may be changed basing on the notifications issued by Govt. time to time. Services to be provided in OPD are; Diagnosis and screening of patients attending Allopathic OPD, prescription of free drugs, referral of complicated cases. In case of emergency, the UHWC Staff shall attend the patient even it is beyond the general working hour.
2.	Care in pregnancy and Maternal health	• Early registration of pregnancy and Antenatal check-up. • Identifying HRP, GDM • Post Natal Cases, counseling etc.
3.	Neonatal and infant health care services	• Identification and management of high risk newborn. • Management of BA, ARI, Diarrhoea. • Identification & referral for congenital anomalies and AEFI. • Complete Immunization, Vit. A Supplementation
4.	Childhood & adolescent health care services	• Identification and management of vaccine preventable diseases. • Early detection & referral for abnormalities, delay and disability. • Prompt Management of ARI, acute Diarrhoea and detection of SAM • Adolescent Health counseling.
5.	Reproductive health and Contraceptive Service	• Provision of condoms, OCP, ECP and insertion & removal of IUCD. • Identification and management of RTIs/STIs • Counseling for Family Planning, access to spacing methods and treatment of hormonal & menstrual disorders track infection etc.
6.	Management of communicable diseases including NHP	• Diagnosis and management of VBDs • Provision of DOTS for TB and MDT for leprosy • HIV Screening
7.	Management of Common communicable diseases and acute simple illnesses	• Identification, management and referral of common fevers, ARIs, diarrhoea, skin infections, cholera, dysentery, typhoid, hepatitis, rabies and helminthiasis. • Management of common aches, joint pains, and common skin conditions, (rash/urticaria)
8.	Screening & comprehensive management of NCDs	• Screening, treatment and referral for Hypertension and Diabetes. • Cancer – screening for oral, breast and cervical cancer and referral for suspected cases of other cancers • Screening and follow up care for occupational diseases, fluorosis,

Sl. No	Services	Brief Description
		respiratory disorders (COPD and asthma) and epilepsy
9.	Basic ophthalmic and ENT care services	• Identification and treatment of common eye problems • Management of common colds, ASOM, injuries, pharyngitis, laryngitis, rhinitis, URI, sinusitis, epistaxis • Manage common throat complaints and removal of foreign body.
10.	Basic dental health care	• Screening and basic management for common oral health conditions. • Oral health education about dental caries, periodontal diseases, malocclusion and oral cancers.
11.	Basic geriatric health care services	• Management of common geriatric ailments; counselling, supportive treatment • Pain Management and provision of palliative care with support of ASHA
12.	Emergency Medical Services	• Stabilization care and first aid before referral in common conditions. • Identify and refer cases for surgical correction cysts / lipoma/ haemangioma/ ganglion and other conditions.
13.	Screening & basic management of mental health ailments	• Detection, referral and follow up of patients with severe mental disorders • Dispense follow up medication as prescribed by the Medical officer at UPHC/ UCHC or by the Psychiatrist at DH.
14.	Drug Distribution Centre(DDC)	• DDC branding as per "Niramaya" guidelines • Available drugs as per the EDL • Local purchase of drugs
15.	Diagnostic services	• 50 types of tests to be conducted at UHWCs. • Testing and collection point of sputum through installing cough collection box etc. • Refer to referral institutions for any other tests not prescribed at UHWC level. • Calibration of equipment/instruments shall be done on regular basis with the support of technical agency.
16.	Health Promotion / Wellness activities	• Conducting yoga sessions • Organizing other wellness activities/sessions • Organizing wellness activities as per Fit India Movement.
17.	Tele-consultation Services	UHWC is responsible for facilitating conduction of tele-consultation services.
18.	Physiotherapy Services	• The services will be made available at both facility & community level. • This facility based physiotherapy services will be opened for 5 days

Sl. No	Services	Brief Description
		in a week for general patients and one day in a week at community level for identified home bound cases those are unable to rotate.
19.	Outreach services	- Facilitate UHND /immunization session within the UHWC areas - Facilitate ASHA/MAS/WKS activities - Facilitate/organize the special outreach sessions/camps - Vulnerability assessment of the slums within the operational area of UHWC to be conducted/updated on yearly basis

6.2. Key Deliverables of the Project:

Sl. No	Activities	Deliverables
1.	All prescribed manpower are in position.	There is no vacancy of maximum 60 days of any position in the UHWC throughout the year.
2.	OPD Service (Allopathic)	Min. Avg. OPD 40/day
3.	Laboratory Services	All 50 tests are available as per the standard list under free diagnostic services for UHWC
4.	ANC/PNC Clinic	9 th of every month UHWC conducted Pradhan Mantri Suraksha Matrutya Abhiyan (PMSMA) as per the guideline. ANC/PNC check up to be conducted
5.	12 HWC services	All the services under the UHWC should be rendered in the facility
6.	NCD Clinic/Screening	Daily- OPD and services to the NCD patients.
7.	Functional Designated Microscopy Center (DMC)	Functional Designated Microscopy Centre
8.	Functional Physiotherapy Centre	Five days Physiotherapy Services at the facility and one day at community level
9.	Health Promotion and disease prevention (U HWC)	Conducting/observation of Health Days as per wellness calendar and yoga sessions as per the approved budget
10.	UHWC managing committee	Meeting of the UHWC managing committee as per the mandate
11.	Maintaining Quality Standard and other statutory norms	All the standard norms under BMW/fire safety and other statutory norms to be adhered in the facility
12.	Outreach services	Must oversee/monitor the effective implementation of the community services program i.e MAS,ASHA, WKS activities and UHND sessions, Immunization, special health camps, screening camp for sanitary workers, NCD camps etc.
13.	Yoga Services	Six days in week at the facility or other places as per the decision of the ULB

6.3 Human Resources to be required for operation and management of UHWC:

Followings are the Human Resources required to be positioned in the UHWC for operation and management of UHWC.

Sl. No.	Category of Staff (to be selected as per Govt. eligibility norms)	No of post.	Eligibility Qualification
1.	Medical Officer (Allopathic)	1	• Age- S/he must have attained the age 21-70 years. • MBBS degree from an institute recognized by Medical Council of India. Must have valid registration from the Odisha Council of Medical Registration.
2.	Pharmacist	1	• Age- The age should be between 21-50 years for fresher and upto 65 years for retired person. • Minimum Qualification- Degree/Diploma in Pharmacy from a Govt./Govt. recognized Institution. Minimum 1 year Experience in managing a drug store in a reputed hospital/health center
3.	Staff Nurse	1	• Age- The age should be between 21-50 years for fresher and upto 65 years for retired person • Minimum Qualification- The candidates must have passed the +2 Science examination & shall have completed GNM course from institution recognized by Govt. and approved INC and must have registered in the Odisha Nursing Council.
4.	Lab Technician	1	• Age- The age should be between 21-50 years for fresher and upto 65 years for retired person • Minimum Qualification- The candidates must have passed in Diploma in Medical laboratory Technology from AICTE/ AICTE approved institutions/ State Govt. recognized institutions.
5	Health Worker (Male)		• Age- The age should be between 21-50 years for fresher and upto 65 years for retired person • Minimum Qualification- Degree/Diploma in Pharmacy from a Govt./Govt. recognized Institution. • He/ She should have passes odia language in M.E standard.
6	Physiotherapist Part time		• Age - The age should be between 21-50 years by the date of advertisement • Eligibility: The Candidate must have passed Bachelor degree in Physiotherapy from a recognized university or institution. The Degree must be 4 years and 6 months of full time course including 6 months of compulsory internship.
7	Yoga Teacher- Part time		• Age - The age should be between 21-50 years by the date of advertisement • Eligibility: The candidate must be an M.A. in Yogic Science/ M.A. in Human Consciousness and Yogic Science/ PG Diploma in Yoga/ 1yr Diploma in Yoga from an Institution / College

			affiliated from a recognized University of "the State/ LO + 2 pass who have obtained yoga Wellness Instructor Certificate from Yoga Certification Board. He should belong to the same District where the HWC is situated. He should be able to read, write and speak odia Female: The candidate must have passed to +2/ Intermediate Examination recognized by Central/ State Board and She should belong to the same Ward. In case of non availability of in same she should belong from same district. She should be able to read, write and speak Odia. She should be of sound Physical and Mental Health and devoid of any Physical Infirmary/ deformity which may create hindrance for discharging the above responsibility
8.	Centre Co-ordinator	1	• Age- The age should be between 21-45 years by the date of advertisement • Qualification : The candidate must have master degree in Hospital administration/Public Health management/Business Administration
9.	Support staff	1	• Age- S/he must have attained the age 21 years. • Minimum Qualification- Minimum 8th Standard.
10	Cleaning Staff	1	• Age- S/he must have attained the age 21 years. • Minimum Qualification- Minimum 8th Standard.
11	Security Guard	1	• Age- S/he must have attained the age 21 years. • Minimum Qualification- Minimum 8th Standard

The Staff so engaged / recruited/ appointed by the Agency shall be exclusively on the pay roll of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. The Agency shall be solely responsible for the performance and conduct of the staff notwithstanding the source of hiring such staff. The Agency shall be fully responsible for adhering to provisions of various laws applicable on them including labour laws. In case the Agency fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Service Provider shall be fully responsible to compensate/ indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of any Act, which is in force or other laws as applicable on the occurrence of such situations.

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SECTION-7: TERMS & CONDITIONS.

- 7.1 The Selected bidder will have to open a separate saving bank account for this grant-in-aid in any Nationalized Bank. The account will be opened in the name of the project, which shall be operated jointly by at least two office bearers authorized for the purpose by the management committee of the Agency.
- 7.2 The selected bidder has to submit the monthly progress report on the functioning UHWC to ULB(Municipal Corporation/Municipality/NAC)/CDM & PHO at district level/ADUPHO at the Corporation city level /NHM, Odisha/Housing & Urban Development Department at State level in the prescribed format.
- 7.3 The amount of grant should be utilized only for the purpose for which it is sanctioned and the unspent balance of the grants shall be refunded/ adjusted after the close of the financial year.
- 7.4 The selected bidder will submit monthly statement of expenditure to the ULB (Municipal Corporation/Municipality/NAC)/District/City with a copy to NHM/Housing & Urban Development Department. At the end of the project year, the selected bidder shall furnish annual report of the project along with the audited reports.

7.5. Period of Partnership

The duration of the contract will be initially for **One year**. However, the contract may be extended further up to a maximum period of four years (renewal on bi-annual basis) subject to the fund provision approved under XV-FC/PM-ABHIM grant and satisfactory performance of the selected bidder in UHWC operation and management.

7.6. Award of Contract and Agreement

On evaluation of proposals and decision thereon, the selected bidder shall have to execute a bi-partite agreement with the ULB within 15 days from the date of acceptance of their bid is communicated to them. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit performance security as per norm.

7.7. Commencement of Service

The selected bidder shall commence the service within **30 days** from the date of issue of award of contract. If they fails to commence the service as specified herein, the ULB (Municipal Corporation/Municipality/NAC)/ may, unless it consents to the extension of time thereof may cancel the agreement and forfeit the Performance Security.



7.8. Performance Security

The selected bidder on acceptance must provide a **Bank Guarantee for Rs.1,00,000/- (Rupees One lakh only) per UHWC** to the _____ ULB (Municipal Corporation/Municipality/NAC)/, from a Nationalized Bank valid for a period of minimum one year as performance security of the project which will have to be extended for a further period based on the period of extension. **In case of non-submission of performance security or fails to execute the contract by the successful bidder, the EMD furnished by the successful bidder shall be forfeited.**

7.9 Payment

- Grant-in-Aid for the project shall be released to the selected Agency on the basis of budget provision made in the XV-FC/PMABHIM.
- The disbursement/release of funds by ULB (Municipal Corporation/Municipality/NAC)/ to the Agency would be in three installments i.e. 30%, 35% and 35% in advance of total project cost.
- The 1st installment i.e. 30% will be released after signing of the MoU and submission of the performance security. The 2nd installment, i.e. 35% will be released on 4th month after receipt of the utilization certificate for 75% of 1st installment. The 3rd installment i.e. 35% will be released after receipt of the utilization certificate for 75% of 2nd installment on 9th month of annual project period.
- The team based Incentive under HWC to staff shall be released on monthly basis as per the norms.
- The annual budget of the project may be revised time to time on the basis of approval in XV-FC/PM-ABHIM.

7.10: Performance Monitoring and Standard of Services

- The performance of the Agency will be monitored largely on the basis of output based indicators specified in the key deliverables. These indicators and performance standards can be suitably expanded and/ or modified in the interest of better service delivery to the general public.
- The indicators of health service delivery expected from the Agency are of the minimum standard. The Agency would be encouraged to serve as a role model and to provide services at a much higher standard.
- State shall use other mechanisms such as Health Management Information System (HMIS), and external monitoring process to assess performance on key indicators.
- Review meeting will be held and attended by appropriate levels of officials of the Government and from the selected agency to review the performance, the anticipated outcome as per the agreement and future service developments and changes.



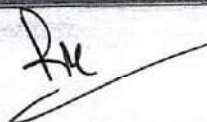
- At the State level, NHM/ Health & Family Welfare Department and Housing & Urban Development Department will monitor, review and evaluate the programme. Various inputs/suggestion shall be given for improvement and mid-course correction and address the difficulties faced by the Agency in running of the UHWC.
- The ULB (Municipal Corporation/ Municipality/ NAC)/ District will make assessment of the project in every six months of operation of the project. However, concurrent monitoring shall be conducted by ULB (Municipal Corporation/ Municipality/ NAC)/District/City officials as when required and submit the report to appropriate authority
- Annual assessment will be conducted by the District & ULB (Municipal Corporation/ Municipality/ NAC) to assesses the performance of UFWC by using a standard format and submit the report/recommendation for continuation / discontinuation of the project based on the performance.
- Evaluation of the project will be conducted by an Independent External Agencies after two years of completion of project period.

7.11. ARBITRATION

- If the Agency fails to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Government or the agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed by the Government. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by the Government to act as Arbitrator.
- Services under this agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Government shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.
- Unless such payments are the direct subject of the arbitration.
- Venue of Arbitration: The venue of arbitration shall be the place from where the agreement has been issued.

7.12. BREACH

If either Party breaches the Conditions Contract or these Terms and Conditions and fails to remedy such breach within 30 days of written notice from any other Party calling for the breach to be remedied, then the non-breaching Party shall be entitled, without prejudice to any other rights that it may have in law, whether under the Contract or otherwise, to cancel the Contract without notice or to claim immediate specific performance of all the defaulting parties.



7.13. PENALTY

If the Agency fails to provide services as stipulated in the Service Description at Section-6, the ULB (Municipal Corporation/ Municipality/ NAC) shall be entitled to fix penalty which would be deducted from the dues payable to the Agency. However, in case there is no amount is due for payment to the Agency, the penalty shall be recovered from them.

7.14. FORCE MAJEURE

No penalty or damages shall be claimed in respect of any failure to provide service, which the agency can prove to be directly due to a war, sanctions, strikes fire, flood or tempest or Force Majeure, which could not be foreseen or overcome by the agency or to any act or omission on the part of persons acting in any capacity on behalf of agency provided that the agency shall at the earliest bring the same to the notice of the State Government.

7.15. TERMINATION

- Either party may terminate this agreement by giving not less than one month notice in writing to the other. This notice shall include reasons as to why the agreement is proposed to be terminated.
- The ULB (Municipal Corporation/Municipality/NAC) may terminate the agreement, or terminate the provision of any part of the Services, by written notice to the Agency with immediate effect if the Agency is in default of any obligation under the agreement, where the default is capable of remedy but the Agency has not remedied the default to the satisfaction of the Government within 30 days of at least two written advice after serving of written notice specifying the default and requiring it to be remedied; or
 - the default is not capable of remedy; or
 - the default is a fundamental breach of the agreement
 - If the ULB (Municipal Corporation/Municipality/NAC) terminates the agreement and then makes other arrangements for the provision of the Services, it shall be entitled to recover from the Agency any loss that had to be incurred due to such sudden termination of agreement.
- Both the parties agree that no further payment would be made to the Agency, even if due till settlement of anticipated loss as a result of premature termination of the agreement.
- The ULB (Municipal Corporation/Municipality/NAC) reserves the right to terminate the agreement without assigning any reason if services of the Agency create serious adverse publicity in media and prima facie evidence emerges showing negligence of the Agency.
- At the time of termination, the Agency agrees to hand over all moveable and immoveable assets to the authorized representative of the State Government on a mutually agreed date on "as is where is" basis.
- The Agency agrees that no asset will be moved out of the premises or destroyed other than consumables used during the normal course of operation of the facilities, at any time during the period from the effective date to the date of termination without the prior written approval of the State Government.

- The concessionaire agrees that the date of handing over will not be more than 15 calendar days from the date of termination.

7.16. INDEMNITY

- By this agreement, the Agency indemnifies the ULB (Municipal Corporation/Municipality/NAC) /Government Odisha against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the facilities.
- The bidder agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Agency.

7.17. Redressal of Grievances

The grievance related to the "Operation and Management of UHWC" is to be redressed at the level of Urban Local Body (Municipal Corporation/Municipality/NAC).

7.18. Jurisdiction of Court

Legal proceedings if any shall be subject to the concerned District Jurisdiction only.

7.19. Compliance with existing laws:

The Selected bidder agrees to abide by all laws of the land as will be applicable for operation and maintenance of the facility.

7.20. Right to Accept and Reject any Proposal

The ULB (Municipal Corporation/ Municipality/ NAC) reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

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