

**PARADIP PORT TRUST
(Ministry of Shipping)
Government of India**



Dated: [**]

NAME OF WORK: ESTABLISHMENT OF 400 BEDDED SUPER SPECIALTY HOSPITAL WITH AN OPTION TO DEVELOP A MEDICAL COLLEGE AND FURTHER EXPANSION OF HOSPITAL ON PPP BASIS

Corrigendum No. 6

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| Sl. No. | Clause | Existing Clause | New Clause |
|--|--------------|--|---|
| Part II: Draft Concession Agreement | | | |
| 1. | 19.1.2 | <p>Prior to the close of each day during the Operation Period, the Concessionaire shall, subject to Applicable Law, send to the Authority and the Independent Panel, a report in a mutually agreed form, stating the following:</p> <p>(a) particulars of Select Patients, such as name, age, sex, finger prints; and</p> <p>(b) copies of the relevant medical records and prescriptions applicable to Select Patients.</p> | <p>Prior to the close of each day during the Operation Period, the Concessionaire shall, subject to Applicable Law, send to the Authority and the Independent Panel, a report in a mutually agreed form, stating the following:</p> <p>(a) particulars of Select Patients and PPT Beneficiaries, such as name, age, sex, finger prints; and</p> <p>(b) copies of the relevant medical records and prescriptions applicable to Select Patients and PPT Beneficiaries.</p> |
| 2. | 21.4.1 | The Concessionaire shall, within 8 years from Appointed Date procure the related NABH accreditation and thereafter maintain throughout the Concession Period, NABH Accreditation for the Project, and shall provide a certified copy thereof including its renewals to the Authority forthwith. | The Concessionaire shall, within 8 years from Appointed Date or COD of Phase II, whichever is earlier , procure the related NABH accreditation and thereafter maintain throughout the Concession Period, including Phase III , NABH Accreditation for the Project, and shall provide a certified copy thereof including its renewals to the Authority forthwith. |
| 3. | 21.4.3 | If the period of default in obtaining or maintaining the NABH Accreditation in accordance with this Clause 21.4, shall exceed a continuous period of 3 (three) months, the Concessionaire shall thereafter pay Damages to the Authority in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Guarantee for every 1 (one) month of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Guarantee. | If the period of default in obtaining or maintaining the NABH Accreditation in accordance with this Clause 21.4, shall exceed a continuous period of 3 (three) months from COD of Phase II , , the Concessionaire shall thereafter pay Damages to the Authority in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Guarantee for every 1 (one) month of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Guarantee. |
| 4. | 22.5 (a)(ii) | The Concessionaire shall engage experienced, trained and well qualified from reputed medical college. | The Concessionaire shall engage personnel who are experienced, trained and well qualified from reputed medical college. |
| 5. | 27.1.5(i) | Within 30 (thirty) days of receipt of a Monthly Invoice, the Escrow Bank shall verify it for any apparent error such as mathematical miscalculations or any errors in light of the documents submitted by the Concessionaire in accordance | Notwithstanding anything contained herein, the Parties shall complete the invoice verification process within the timeline stipulated in Clause 27.1.5 (f), and the Authority shall, e deposit the dues in the Escrow Account within 30 days from the receipt of |

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| | | <p>with Clause 27.1.5 above. In the event that the Escrow Bank notifies any error in writing to the Concessionaire within the time period mentioned above, the Concessionaire shall immediately rectify such error and re-issue the Monthly Invoice by no later than 3 (three) days of receipt of notification of such error from the Escrow Bank. The process set out in this Clause shall then apply to any re-issued Monthly Invoice.</p> <p>In the event that the Escrow Bank does not notify within 45 (forty five) days of receipt of the Monthly Invoice, such Monthly Invoice shall be deemed to have been accepted by the Escrow Bank and the Escrow Bank shall, subject to money available in the balance sub account of Escrow Account and in compliance with waterfall cash flow application set out in Article 28 hereof, make the payment of the amounts claimed under such invoice, through electronic transfer, to the designated Bank account of the Concessionaire.</p> | <p>Monthly Invoice.</p> <p>Further, within 30 (thirty) days of receipt of a Monthly Invoice, the Escrow Bank shall verify it for any apparent error such as mathematical miscalculations or any errors in light of the documents submitted by the Concessionaire in accordance with Clause 27.1.5 above. In the event that the Escrow Bank notifies any error in writing to the Concessionaire within the time period mentioned above, the Concessionaire shall immediately rectify such error and re-issue the Monthly Invoice by no later than 3 (three) days of receipt of notification of such error from the Escrow Bank. The process set out in this Clause shall then apply to any re-issued Monthly Invoice.</p> <p>In the event that the Escrow Bank does not notify within 45 (forty five) days of receipt of the Monthly Invoice, such Monthly Invoice shall be deemed to have been accepted by the Escrow Bank and the Escrow Bank shall, subject to money available in the balance sub account of Escrow Account and in compliance with waterfall cash flow application set out in Article 28 hereof, make the payment of the amounts claimed under such invoice, through electronic transfer, to the designated Bank account of the Concessionaire.</p> |
| 6. | 27.1.6 (a) | All amounts due and payable to the Concessionaire under the provisions of this Agreement shall be paid within the period set forth in Clause 27.1.5 (e). | All amounts due and payable to the Concessionaire under the provisions of this Agreement shall be paid within the period set forth in Clause 27.1.5 (i). |
| 7. | 27.1.6 (b) | In the event that the Authority fails to pay to the Concessionaire any amounts due and payable by it in accordance with the terms of this Agreement, the Concessionaire shall be entitled to deduct the outstanding amount due from the Concession Fee payable by it to the Authority for the succeeding Financial Year, provided that in the event outstanding amount due from the Authority exceeds the Concession Fee / % Gross Revenue Share | In the event that the Authority fails to pay to the Concessionaire any amounts due and payable by it in accordance with the terms of this Agreement, the Concessionaire shall be entitled to deduct the outstanding amount due from the Concession Fee payable by it to the Authority for the succeeding Financial Year. |

| SI. No. | Clause | Existing Clause | New Clause | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | payable by the Concessionaire for the succeeding Financial Year, notwithstanding anything contained in this Agreement, the Concessionaire shall have the right to refuse to provide or suspend the provision of any Healthcare Services to any PPT Beneficiaries / Select Patient, the Fee for which is to be paid by the Authority. For avoidance of doubt it is clarified that upon recovery of such amounts due and payable, in full, the Concessionaire shall provide Healthcare Services to the Select Patients / PPT Beneficiaries in accordance with the terms of this Agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Article 44-Defenitions | " Construction Works " means all construction works and things necessary to complete (i) Phase 0; and/ or (ii) Phase – I and/or (iii) Phase – II and/or Optional Development, as the case may be, in accordance with this Agreement; | " Construction Works " means all construction works and things necessary to complete (i) Phase 0; and/ or (ii) Phase – I and/or (iii) Phase – II and/or (iv) Phase-III and/or (v)Optional Development, as the case may be, in accordance with this Agreement; | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Schedule H | <table border="1"> <thead> <tr> <th>S. N.</th> <th>Description</th> <th>Period for Phase</th> <th>Key Specialties</th> <th>Major Equipment</th> </tr> </thead> <tbody> <tr> <td>Phase – 0</td> <td>64 bedded Specialty facility</td> <td>90 days from the Appointed Date</td> <td>As per Schedule A</td> <td>As per Schedule A and Schedule B</td> </tr> <tr> <td>Phase – I</td> <td>100 bedded Super Specialty facility</td> <td>2 years from Appointed Date</td> <td>As per Schedule A</td> <td>As per Schedule A and Schedule B</td> </tr> <tr> <td>Phase – II</td> <td>250 bedded Super Specialty facility</td> <td>8 years from Appointed Date</td> <td>As per Schedule A</td> <td>As per Schedule A and Schedule B</td> </tr> <tr> <td>Phase-III</td> <td>400 bedded</td> <td>15 years from</td> <td>As per</td> <td>As per Schedule A</td> </tr> </tbody> </table> | S. N. | Description | Period for Phase | Key Specialties | Major Equipment | Phase – 0 | 64 bedded Specialty facility | 90 days from the Appointed Date | As per Schedule A | As per Schedule A and Schedule B | Phase – I | 100 bedded Super Specialty facility | 2 years from Appointed Date | As per Schedule A | As per Schedule A and Schedule B | Phase – II | 250 bedded Super Specialty facility | 8 years from Appointed Date | As per Schedule A | As per Schedule A and Schedule B | Phase-III | 400 bedded | 15 years from | As per | As per Schedule A | <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Period for Phase</th> <th>Key Specialties</th> <th>Major Equipment</th> </tr> </thead> <tbody> <tr> <td>Phase – 0</td> <td>64 bedded Specialty facility</td> <td>90 days from the Appointed Date</td> <td>As per Schedule A and Schedule M</td> <td>As per Schedule A, Schedule B, and Schedule O</td> </tr> <tr> <td>Phase – I</td> <td>100 bedded Super Specialty facility</td> <td>2 years from Appointed Date</td> <td>As per Schedule A and Schedule M</td> <td>As per Schedule A, Schedule B, and Schedule O</td> </tr> <tr> <td>Phase – II</td> <td>250 bedded Super Specialty facility</td> <td>8 years from Appointed Date</td> <td>As per Schedule A and Schedule M</td> <td>As per Schedule A, Schedule B, and Schedule O</td> </tr> <tr> <td>Phase-III</td> <td>400</td> <td>15 years</td> <td>As per</td> <td>As per</td> </tr> </tbody> </table> | | Description | Period for Phase | Key Specialties | Major Equipment | Phase – 0 | 64 bedded Specialty facility | 90 days from the Appointed Date | As per Schedule A and Schedule M | As per Schedule A, Schedule B, and Schedule O | Phase – I | 100 bedded Super Specialty facility | 2 years from Appointed Date | As per Schedule A and Schedule M | As per Schedule A, Schedule B, and Schedule O | Phase – II | 250 bedded Super Specialty facility | 8 years from Appointed Date | As per Schedule A and Schedule M | As per Schedule A, Schedule B, and Schedule O | Phase-III | 400 | 15 years | As per | As per |
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| Phase – 0 | 64 bedded Specialty facility | 90 days from the Appointed Date | As per Schedule A | As per Schedule A and Schedule B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase – I | 100 bedded Super Specialty facility | 2 years from Appointed Date | As per Schedule A | As per Schedule A and Schedule B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase – II | 250 bedded Super Specialty facility | 8 years from Appointed Date | As per Schedule A | As per Schedule A and Schedule B | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase-III | 400 bedded | 15 years from | As per | As per Schedule A | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Description | Period for Phase | Key Specialties | Major Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase – 0 | 64 bedded Specialty facility | 90 days from the Appointed Date | As per Schedule A and Schedule M | As per Schedule A, Schedule B, and Schedule O | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase – I | 100 bedded Super Specialty facility | 2 years from Appointed Date | As per Schedule A and Schedule M | As per Schedule A, Schedule B, and Schedule O | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase – II | 250 bedded Super Specialty facility | 8 years from Appointed Date | As per Schedule A and Schedule M | As per Schedule A, Schedule B, and Schedule O | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Phase-III | 400 | 15 years | As per | As per | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| SI. No. | Clause | Existing Clause | | | | | New Clause | | | | | | |
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| | | | Super Specialty facility | Appointed Date | Schedule A | and Schedule B | | bedded Super Specialty facility | from Appointed Date | Schedule A and Schedule M | Schedule A, Schedule B, and Schedule O | | |
| | | Optional Development (Optional) | Further development of Super Specialty Hospital | 2 years from construction start date of this phase | As per Schedule A | As per requirement in consultation and approval from PPT | Optional Development (Optional) | Further development of Super Specialty Hospital | 2 years from construction start date of this phase | As per Schedule A | As per requirement in consultation and approval from PPT | | |
| | | Medical College (optional) | Medical College having minimum capacity of 100 seats | 2 years 6 months from construction start date of Medical College | As per Schedule A | As per requirement in consultation and approval from PPT | Medical College (optional) | Medical College having minimum capacity of 100 seats | 2 years 6 months from construction start date of Medical College | As per Schedule A | As per requirement in consultation and approval from PPT | | |
| 10. | Schedule L | S. No. | KPI | Measure & Explanation | Baseline Requirements / Threshold limit | Time for Evaluation of KPI | Indicative Liquidated Damages / Incentives | S. No. | KPI | Measure & Explanation | Baseline Requirements / Threshold limit | Time for Evaluation of KPI | Indicative Liquidated Damages / Incentives |
| | | 6. | Obtaining and maintaining NABH, | Not obtaining or maintaining | Zero default | From COD of Phase-1a onward | Rs. 100,000 per incidence of | | | | | | |

| SI. No. | Clause | Existing Clause | | | | | | New Clause | | | | | |
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| | | | NABL and other accreditation | the accreditation | | s | default plus reimbursement at Non-NABH rates | 6. | Obtaining and maintaining NABH, NABL and other accreditation | Not obtaining or maintaining the accreditation | Zero default | Completion of 3 months from COD of Phase II or COD of Phase III, as applicable | <p>Damages for not obtaining NABH accreditation:</p> <p>0.5% of the Performance Guarantee for every 1 month of default beyond continuous period of 3 months, as referred in the previous column, where the Concessionaire fails to obtain or maintain the NABH Accreditation. Please refer. clause 21.4 of DCA</p> |

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| | | | | | | | | <p>Damages per incidence of default:</p> <p>Rs. 100,000 per incidence of default in non observance with obligations relating to obtaining and/or maintaining the NABH accreditation plus reimbursement at Non-NABH rates</p> |

| Sl. No. | Clause | Existing Clause | | | | | New Clause | | | | |
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| 11. | Schedule O | Other Beds | | Phase I | Phase II | Phase III | Other Beds | | Phase I | Phase II | Phase III |
| | | Beds | (No. of Beds) | No of beds/ Unit | No of beds/ Unit | No of beds/ Unit | Beds | (No. of Beds) | No of beds/ Unit | No of beds/ Unit | No of beds/ Unit |
| | | Pre-Cath room | 3 | | | 3 | Pre-Cath room | 3 | 3 | | |
| | | Post-Cath room | 6 | | | 6 | Post-Cath room | 6 | 6 | | |
| | | Total no. of other beds | 48 | 16 | 19 | 13 | Total no. of other beds | 48 | 25 | 19 | 4 |
| | | | | | | Rest of the strength will remain same | | | | | |