

PARADIP PORT TRUST  
MEDICAL DEPARTMENT

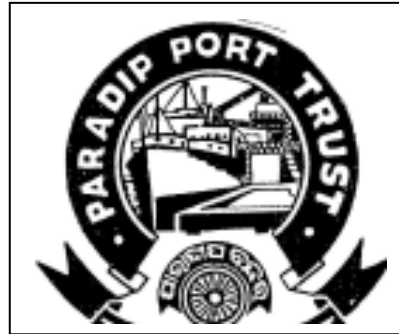
NO.CMO/OE/A/GL-84/2014 (Pt-II)/2506

Dated: 24.12.2018

CORRIGENDUM TO TENDER CALL NOTICE

Tender Ref No: CMO/OE/A/GL-84/2014(Pt-II)/2171, dated 12.11.2018 for the work "Establishment of 400 bedded Super-specialty Hospital at Paradip Port with an option to develop a Medical College and further expansion of Hospital on PPP Basis," the following modifications have been made.

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



Dated: 24.12.2018

**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. 2**

Office of the Chief Medical Officer,  
Medical Department, Paradip Port Trust,  
Post: Paradip – 754 142,  
Dist: Jagatsinghpur (Odisha).  
Tele: +91(0)6722-222101 (O)

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<b>Part I: Request for Proposal (RFP)</b>																																																																		
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		Phases	Mandatory development	From Appointed Date	Phases	Optional Development	From Appointed Date
2.	Clause 1.1.2		<ul style="list-style-type: none"> <li>•</li> </ul>	Concessionaire chooses to develop Medical College.			Concessionaire chooses to develop Medical College.
3.	Clause 2.2.3 (iii)	----			<p>(iii) In case the Bidder is in the nature of a public charitable trust (either as a single entity or as a part of a Consortium), and is required to submit a certificate as per applicable laws, it shall mandatorily provide along with the submission of its Technical Bid a certificate from the Charity Commissioner/competent authority under applicable laws, approving and permitting such Selected Bidder to undertake the Project, fulfil its obligations under the Draft Concession Agreement, invest and hold such portion of equity share capital in the SPV/Concessionaire as is required in accordance with terms of the RFP and the Bidding Documents. Upon the formation of the Concessionaire/SPV, it shall be ensured that the Concessionaire/SPV transfers the Golden Share to the Authority in accordance with the terms set out in this RFP and the Draft Concession Agreement.</p> <p>For the avoidance of doubt, if the Bidder which is in the nature of a public charitable trust does not submit the certificate as mentioned above, the Technical Bid shall be treated as non-responsive.</p>		

Sl. No.	Clause	Existing Clause	New Clause
4.	Clause 3.2.1 (m)	--	(m) [Technical Bid contains the certificate and approval from the Charity Commissioner/competent authority as prescribed under Clause 1.1.3.] <sup>1</sup>
5.	Appendix-IA, Paragraph 20	I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013 or an existing society under the Societies Registration Act, 1860 or an existing trust under the Indian Trusts Act, 1882.	I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013 or an existing society under the Societies Registration Act, 1860 or an existing trust under the Indian Trusts Act, 1882, or registered under any other applicable governing law.
<b>Part II: Draft Concession Agreement</b>			
6.	Clause 4.1.2 (b)	granted lease hold rights to the Concessionaire for the Site and Existing Hospital, under and in accordance with the provisions of separate Land Lease Agreement;	granted lease hold rights to the Concessionaire for the Site and Existing Hospital, under and in accordance with the provisions of Land Lease Agreement;
7.	Clause 5.11	<b>Environmental and Safety Standards</b>  The Concessionaire shall at all times comply with applicable health and safety rules, regulations and Applicable Laws.	<b>Applicable Laws and Safety Standards</b>  The Concessionaire shall at all times comply with applicable health and safety rules, regulations and Applicable Laws.
8.	Clause 5.16 (vi)	--	(vi) The Concessionaire shall complete the Project Milestones, as defined in Schedule H-Project Completion Schedule. During the Construction Period of the Project (Phase 0,Phase I, Phase II and Phase III), Authority shall continue to refer its PPT Beneficiaries and / or Select Patients as per the existing referral system to other empanelled hospitals for the healthcare services not available in the Hospital. In the event, the Concessionaire is not able to achieve Commercial Operation Date or not able to provide Healthcare Services in accordance with Schedule A, Schedule M, Schedule O and other relevant provisions of Draft

<sup>1</sup> To be retained if the Bidder is in the nature of public charitable trust and is required to submit such a certificate of approval under Applicable Laws (both in case of single entity or as a part of a Consortium).

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			Concession Agreement for the respective Phases, the PPT Beneficiaries and / or Select Patients shall continue to avail treatment as per the exiting referral system to other empanelled hospitals and the Concessionaire shall bear the cost of such treatment along with any damages for such delay in accordance with the provisions of the Draft Concession Agreement. The Authority shall reimburse to the Concessionaire for such treatment as per the applicable CGHS Rate, Bhubaneswar or actual treatment cost, whichever is lower.
9.	Clause 6.1 (iii)	assist the Concessionaire in procuring police assistance for dealing with medico-legal cases which are brought to the Hospital;	Deleted
10.	Clause 6.1 (x)	upon written request from the Concessionaire and prior to the application to MCI or equivalent authority for an LOI in respect of the Medical College, procure affiliation with a university for the purposes of operation and maintenance of the Medical College;	upon written request from the Concessionaire and prior to the application to MCI or equivalent authority for an LOI in respect of the Medical College, <b>provide reasonable assistance</b> to procure affiliation with a university for the purposes of operation and maintenance of the Medical College <b>on best effort basis</b> ;
11.	Clause 10.2.3	The lease, access and Right of Way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that the existing approach road of the Project or an alternative thereof is open to users at all times during the Concession Period.	The lease, access and Right of Way granted by this Agreement <b>and the Land Lease Agreement</b> , to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that the existing approach road of the Project or an alternative thereof is open to users at all times during the Concession Period.
12.	Clause 10.3.1	Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including	Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the

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		the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, be deemed to constitute a valid <b>leasehold rights</b> and Right of Way to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid leasehold rights and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.	vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall, subject to the provisions of Clause 10.2.2, <b>be deemed to constitute a valid Right of Way</b> to the Concessionaire for free and unrestricted use and development of the vacant and unencumbered Site during the Concession Period under and in accordance with the provisions <b>of this Agreement and Land Lease Agreement</b> , for no other purpose whatsoever. For the avoidance of doubt, it is agreed that valid leasehold rights and Right of Way with respect to the parts of the Site as set forth in the Appendix shall be deemed to have been granted to the Concessionaire upon vacant access thereto being provided by the Authority to the Concessionaire.
13.	31.4 (b)	compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire <b>or of the Contractors</b> ;	compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire;
14.	Clause 34.1	Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:	Upon Termination <b>due to expiry of the Term of this Agreement</b> , the Concessionaire shall comply with and conform to the following Divestment Requirements:
15.	Clause 34.5 (a)	The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the	The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the

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		<p>Concessionaire in the Project in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.</p>	<p>Concessionaire in the Project in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or documents executed by the Concessionaire in connection with such divestment shall be borne equally by the Authority and the Concessionaire.</p>
16.	Clause 38.1 (a)	<p><b>General Indemnity</b></p> <p>The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities or enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any Patients and/or Students, as the case may be, or from any act and/or omission by the Concessionaire arising out of gross negligence, fraud or wilful misconduct resulting in any harm, loss, damage, bodily injury or sickness to a person or harm, loss or damage to any property, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons</p>	<p><b>General Indemnity</b></p> <p>The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities or enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire, its agents and/or its Contractors of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to any Patients and/or Students, as the case may be, or from any act and/or omission by the Concessionaire arising out of gross negligence, fraud or wilful misconduct resulting in any harm, loss, damage, bodily injury or sickness to a person or harm, loss or damage to any property, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons</p>

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17.	Clause 39.3	<p><b>Property taxes</b></p> <p>All property taxes on the Site shall be payable by the Authority as owner of the Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Site shall not be reimbursed or payable by the Authority.</p>	<p><b>Property taxes</b></p> <p>All property taxes payable from the Appointed Date on the Site shall be payable by <b>the Concessionaire</b>. <b>For the avoidance of doubt, all dues and taxes which are payable and due prior to the Appointed Date, shall be payable by the Authority.</b></p>
18.	Paragraph 2, Schedule E- Performance Security	<p>A letter from the Authority, under the hand of an officer not below the rank of Managing Director of the Authority that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Performance Security Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.</p>	<p>A letter from the Authority, under the hand of an officer not below the rank of <b>Chief Medical Officer of the Authority or any officer authorised by the Authority</b> that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Performance Security Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.</p>
19.	Paragraph 8, Schedule E- Performance Security	<p>The Performance Security shall cease to be in force and effect upon the expiry of the Performance Security</p>	<p><b>The Performance Security shall remain in force and effect till the expiry of the Performance Security Period and unless a demand or claim in writing is made by the Authority to the Bank under this Performance Security, no later than 6 (six) months from the date of expiry of this Performance Security (“Claim Period”), all rights of the Authority under this Performance Security shall be forfeited and the Bank shall be relieved from its liabilities hereunder.</b></p>



Sl. No.	Clause	Existing Clause	New Clause
20.	Paragraph 12, Schedule E- Performance Security	-	<p>The Bank's obligations hereunder shall subsist until all such demands of the Authority are duly met and discharged in accordance with the provisions hereof. Any such demand made on the Bank by the Authority shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Performance Security. The Authority shall at all times at its sole discretion have the absolute and unconditional right to call upon the Bank to pay the amount under the Performance Guarantee.</p> <p>Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever.</p>
21.	Paragraph 2, Schedule F- FORM OF PERFORMANCE GUARANTEE	<p>A letter from the Authority, under the hand of an officer not below the rank of Managing Director of the Authority that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Performance Guarantee Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.</p>	<p>A letter from the Authority, under the hand of an officer not below the rank of <b>Chief Medical Officer of the Authority or any officer authorised by the Authority</b> that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Performance Guarantee Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.</p>

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22.	Paragraph 8 Schedule F- FORM OF PERFORMANCE GUARANTEE	The <b>Performance Security</b> shall cease to be in force and effect upon the expiry of the Performance Guarantee Period.	The Performance Guarantee shall remain in force and effect till the expiry of the Performance Guarantee Period and unless a demand or claim in writing is made by the Authority on the Bank under this Performance Guarantee, no later than 6 (six) months from the date of expiry of this Performance Guarantee (" <b>Claim Period</b> "), all rights of the Authority under this Performance Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
23.	Paragraph 12 Schedule F- FORM OF PERFORMANCE GUARANTEE	-	The Bank's obligations hereunder shall subsist until all such demands of the Authority are duly met and discharged in accordance with the provisions hereof. Any such demand made on the Bank by the Authority shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Performance Guarantee. The Authority shall at all times at its sole discretion have the absolute and unconditional right to call upon the Bank to pay the amount under the Performance Guarantee.  Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever.
24.	Schedule R, Clause 5.2.3	The Parties agree that the non-retiring director nominated by the Authority shall be entitled to and have the right to issue binding directions to the Board of Directors and the Concessionaire in respect of the following matters and any matter incidental to such matters: <ul style="list-style-type: none"> <li>(a) care and treatment of PPT Beneficiary/Select Patient<sup>7</sup></li> <li>(b) terms and conditions of employment for the Select Employees enlisted in Schedule D</li> <li>(c) compliance with the KPI's which are related to the</li> </ul>	The Parties agree that the non-retiring director nominated by the Authority shall be entitled to and have the right to issue binding directions to the Board of Directors and the Concessionaire in respect of the following matters and any matter incidental to such matters: <ul style="list-style-type: none"> <li>(a) care and treatment of PPT Beneficiary/Select Patient<sup>7</sup></li> <li>(b) terms and conditions of employment for the Select Employees enlisted in Schedule D</li> <li>(c) compliance with the KPI's which are related to the Select</li> </ul>

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		<p>Select Employees and PPT Beneficiaries/Select Patients<sup>8</sup>.</p> <p>[It is hereby clarified that for the purposes of this Clause 5.3.2, in case of non-adherence by the Concessionaire to the instructions issued by the non-retiring Director nominated by the Authority, as specified above, the non-adherence shall be deemed to be a Material Breach and the Concessionaire shall be deemed to be a Defaulting Party and the terms and conditions specified in Clause 7.2 shall be applicable forthwith.]</p>	<p>Employees and PPT Beneficiaries/Select Patients<sup>8</sup>.</p> <p>[It is hereby clarified that for the purposes of this Clause 5.2.3, in case of non-adherence by the Concessionaire to the instructions issued by the non-retiring Director nominated by the Authority, as specified above, the non-adherence shall be deemed to be a Material Breach and the Concessionaire shall be deemed to be a Defaulting Party and the terms and conditions specified in Clause 7.2 shall be applicable forthwith.]</p>
25.	Schedule T- Escrow Agreement, Clause 5.6	-	<p><b>Verification of Monthly Invoice:</b></p> <p>The Escrow Bank shall verify Monthly Invoice for any apparent error such as mathematical miscalculations or any errors in light of the documents submitted by the Concessionaire. In the event that the Escrow Bank notifies any error in writing to the Concessionaire within 30 (Thirty) days of receipt of a Monthly Invoice. 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 5.6 shall then apply to any re-issued Monthly Invoice.</p> <p>In the event that the Escrow Bank does not notify within 30 (thirty) 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 make the payment of the amounts claimed under such invoice, through electronic transfer, to the designated Bank account of the Concessionaire.</p>

All the terms and conditions of the above tender as shall remain unchanged.

Chief Medical Officer  
Paradip Port Trust