



KOLKATA PORT TRUST

MEDICAL DEPARTMENT

Tender Ref. No: MED/ PR/ ADVT/304/ 18-19/2458

Date 18/3/2019

Invites

Request for Proposal and Terms of Reference for appointment of Transaction Advisor (TA) for carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospital at Kolkata Port Trust Hospital and Port Hospital, Haldia through Public Private Partnership (PPP)

TENDER DOCUMENT

CHIEF MEDICAL OFFICER

KOLKATA PORT TRUST CENTENARY HOSPITAL

Website: www.kolkataporttrust.gov.in

For any further clarifications / queries on e-Tendering, Chief Medical Officer, Kolkata Port Trust may be contacted at: Mobile No. 9836266005, e-mail: cmo@kolkataporttrust.gov.in



NOTICE INVITING TENDER (NIT)

Tender Ref.No. MED/ PR/ ADVT/ 304/ 18-19/2458

Dated 18/3/2019

Kolkata Port Trust wishes to establish Super- specialty Hospitals within Kolkata Port Trust Centenary Hospital premises and Port Hospital, Haldia premises, through PPP, to strengthen the health infrastructure in Kolkata Port Trust Hospitals for greater access to quality health care services by the KoPT Beneficiaries and nearby population at large.

Kolkata Port Trust (KoPT) is willing to procure the services of a Transaction Advisor for carrying out the Financial Feasibility and Bid Process Management for Development and Operation of the above initiative.

Chief Medical Officer, Kolkata Port Trust, 1, Diamond Harbor Road, Kolkata---700053, therefore, invites Online Tenders from bidders / Applicants for appointment as Transaction Advisor (TA) for carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospitals at Kolkata Port Trust Centenary Hospital premises and Port Hospital, Haldia premises, through Public Private Partnership (PPP) The Schedule of e-Tendering Activities is as under:

Sl. No.	Activity	Date and Time
1	TENDER NO.	MED / PR / ADVT / 303/18-19/ 2458 Dated 18/3/2019
2	MODE OF TENDER	e-Procurement System (Online offers in a single part system through CPP portal https://eprocure.gov.in/eprocure/app/) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Dock System No physical tender is acceptable by Kolkata Port Trust.
3	Date of availability of NIT to the Vendors for downloading	23/ 3/2019 - 10 AM
4	Cost of Tender Document	Rs. 1180/-(Rupees one thousand one hundred and eighty) only including 18% GST may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270 Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: Name of the Tendering Dept. UTR No.: After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders.



5	EMD(Earnest money Deposit)	Earnest Money Deposit” of Rs. 50,000/- (Fifty thousand) only may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270 Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: Name of the Tendering Dept. UTR No.: After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders.
6	Date of Pre- Bid Meeting at the Chamber of Chief Medical Officer, Kolkata Port Trust	10/4/2019- 11 AM
7	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid	23/3/2019- 12 Hrs
8	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. (DD/MM/YY)	24/4/2019- 15 Hrs
9	Date & time of opening of Bid (i.e. Techno-Commercial Bid (DD/MM/YY)	25/4/2019 11AM
10	Date of opening of Price bid	Will be notified after completion of evaluation of Techno-commercial Bid
11	Estimated cost	Rs. 25,00,000/- (Twenty Five lakhs) only.

1. Tender documents may be viewed or downloaded by interested and eligible Tenderers from www.eProcurement.gov.in, Tender document may also be viewed from the website www.kolkataporttrust.gov.in and the Central Public Procurement Portal (CPPP) of Government of India, website :www.eprocure.gov.in
2. The Prospective Tenderers are advised to register themselves on the e-procurement portal www.eProcurement.gov.in and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.
3. The Tenderers may submit its tender online at www.eProcurement.gov.in on or before the key dates given above.
4. All further notification/amendments, if any, shall only be posted on websites mentioned above.
5. Attention of the tenderer is drawn to clause no 3.4, 3.5, 3.6 of GCC regarding earnest money & security deposit and clause no.8 regarding delay/extension of time /LD / Termination of



contract including GCC. General Conditions of Contract (GCC) may be down loaded from KoPT website.

Chief Medical Officer,
Kolkata Port Trust

Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email:
webhelpdesk@gmail.com See CPP Portal for contact details.

Contact person (Medical Dept. KoPT):

1.Shri D. Bakshi
Administrative officer
Mobile No. 9674720071

2.Shri S.K. Joshi
Deputy MM-C
MobileNo. 9831938935



KOLKATA PORT TRUST
Medical Department

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Chief Medical Officer,
Kolkata Port Trust,



ONLINE TENDER FOR REQUEST FOR PROPOSAL AND TERMS OF REFERENCE FOR APPOINTMENT OF TRANSACTION ADVISOR (TA) FOR CARRYING OUT THE FINANCIAL FEASIBILITY AND BID PROCESS MANAGEMENT FOR DEVELOPMENT AND OPERATION OF SUPER SPECIALITY HOSPITALS AT KOLKATA PORT TRUST CENTENARY HOSPITAL PREMISES AND PORT HOSPITAL, HALDIA PREMISES, THROUGH PUBLIC PRIVATE PARTNERSHIP (PPP)

Chief Medical Officer, Kolkata Port Trust (hereinafter referred to as ‘Tender Inviting Authority’ and also called the ‘Tender Acceptance Authority’, unless the context otherwise requires) invites online tenders from eligible and qualified tenderers for Request For Proposal (RFP) for engagement Of Transaction Advisor (TA) for carrying out the financial feasibility and development and operation of super - specialty hospitals at Kolkata Port Trust Centenary Hospital premises and Port Hospital Haldia premises through Public Private Partnerships (PPP). Tenderers are requested to read the tender document carefully before submitting their tenders.

1. Background and our Objective at KoPT Hospital, Kolkata:

The whole project is for development and operation of super-specialty hospital with NABH accreditation and MCI standard in Kolkata Port Trust Hospital campus in a phased manner.

Kolkata Port Trust (KoPT) has a 104 bedded hospital and 2 dispensaries. The hospital is primarily used by the Port Trust employees including their dependent family members, Central Industrial Security Force (CISF) employees deployed at KoPT & their dependent family members and retired personnel & their spouses.

At present, the hospital provides secondary care facilities and refers its patients to empanelled hospitals for tertiary care services. The hospital has inadequate healthcare infrastructure facilities and depleted strength of doctors and staff. To provide world class super specialty healthcare services, KoPT proposes to upgrade the existing KoPT hospital into a Super Specialty Hospital through Public Private Partnership (PPP).

Existing Hospital:

- The Hospital is situated on approximately 10 acres plot of land.
- It has 104 beds including 8 beds in Intensive Care Unit (ICU)
- There are 41 permanent doctors, 7 contractual GDMO, 28 visiting consultants and 10 visiting consultants on call. Among permanent doctors, the specialists doctors are as follows:

General Medicine – 3
Gynaecology- 2
Anesthesia – 2
Pathology – 2
Radiology – 1
Dermatology – 1
General Surgery - 2



- The Hospital conducts OPD Clinics for all major facilities viz. Medicine, Surgery, Orthopaedics, Gynecology, Eye, ENT and Dermatology. In addition to this, Super Specialist Consultation facilities are provided in the Specialties of Neuro Surgery and Gastroenterology, Neurology, Psychiatry, Nephrology, Oncology, Urology, Endocrinology, Physical Medicine, Cardiac Surgery, Cardiology and Paediatrics.
- The Hospital has 4 Operation Theaters 3 for major surgery and one for minor surgery. Besides, there is one emergency operation theater adjacent to casualty section. The operation theaters are equipped with facilities like Operating Microscope and Laparoscope etc.
- Hospital Diagnostic Sections are equipped with Biochemistry Autoanalyser, Hematology Analyser etc. in Pathology Section. There are facilities for Digital X-ray, Ultrasonography & Echocardiography in Radiology Section.
- Physiotherapy Unit is equipped with advance equipments.
- Statistics of patients treated at the Port Hospital over last three years are furnished below:

Year	Number of Registered OPD Patients	Number of Registered Indoor Patients
2015 - 16	127990	3218
2016 - 17	124681	3142
2017- 18	125874	3074

Existing
Existing Specialists & their availability / week- <ol style="list-style-type: none"> 1. Cardiologist – 3 days 2. Paediatrician – 2 days. 3. General Surgeon –All days 4. Orthopaedic surgeon –Five days 5. Gynaecologist – Seven days. 6. Ophthalmologist – All days. 7. Dermatologists – Four days. 8. E.N.T- Four days. 9. Radiologist – Six days. 10. Dental Surgeon – All days.
Existing Specialists & their availability- <ol style="list-style-type: none"> 1. Neurosurgeon Once a week 2. Gastroenterologist –2 times a week
Medical Equipment- Common Medical equipment like Stethoscope, BP instrument, Weighing machines supplied to most of the specialist as per their need.



<p>Dental Clinic</p> <p>It is equipped with two working semi auto type of Dental chair and common dental instruments required for dental check up, Tooth extraction & Root canal procedure etc.</p>
<p>Eye Clinic-</p> <p>Equipped with one Refraction unit, Slit lamp and other common equipment for eye testing.</p>
<p>Pathology Section:</p> <p>Equipment- Full auto Biochemistry Analyser, Haematology Analyser, Electrolyte analyser, Auto analyser, Microscope and other common equipments required for a laboratory.</p>
<p>Radiology Section:</p> <p>Equipment- X-ray Machine (Simens – 500mA), X-ray machine (Portable – 50mA), Digital CR System (Agfa make), USG machine (Simens make).</p>
<p>ICU: 8 beds</p> <p>Equipment- 8 Nos. Bedside Invasive Monitor, One defibrillator (Philips make), One Invasive Ventilator (Philips make), Blood Gas Analyser -1.</p>
<p>Indoor function- Male Ward, Female Ward, ICU and Officer's Cabins</p>
<p>Emergency / Causality:</p>

2. Background and our Objective of Port Hospital, Haldia:

The whole project is for development and operation of multi specialty / super-specialty hospital with NABH accreditation and MCI standard in Haldia Dock Complex Port Hospital campus in a phased manner. Haldia Dock Complex (HDC) has a 47 bedded hospital and one peripheral dispensary. The hospital is primarily used by-

- The Port Trust employees including their dependent family members,
- Central Industrial Security Force (CISF) employees deployed at HDC and their dependent family members and
- HDC's retired personnel & their spouses.
- Others (Entitled for medical benefits).

At present, the hospital provides secondary care facilities and refers its patients to empanelled hospitals for tertiary care services. The hospital has inadequate healthcare infrastructure facilities and depleted strength of doctors and staff. To provide world class super specialty healthcare services, HDC proposes to upgrade the existing HDC hospital into a multi specialty / super-specialty hospital through Public Private Partnership (PPP).



Existing Hospital:

- The Hospital is situated on approximately 4.5 acres plot of land.
- It has 47 beds including 5 beds in Intensive Care Unit (ICU) and 5 beds in High Dependency Unit (HDU).
- There are 13 permanent doctors, 02 contractual GDMO, 21 visiting specialists and 2 visiting super specialists. Among permanent doctors, the specialists doctors are as follows:

General Medicine – 1
Gynaecology-1
Clinical Cardiology – 1
Anesthesia – 1
Pathology – 1

- The Hospital conducts OPD Clinics for all major facilities viz. Medicine, Surgery, Cardiology, Orthopaedics, Gynecology, Eye, ENT and Dermatology. In addition to this, Super Specialist Consultation facilities are provided in the Specialties of Neuro Surgery and Gastroenterology.
- The Hospital has 2 Operation Theaters one for major surgery and one for minor surgery. Besides, there is one emergency operation theater adjacent to casualty section. The operation theaters are equipped with facilities like Operating Microscope and Laparoscope etc.
- Hospital Diagnostic Sections are equipped with Bio-chemist Autoanalyser, Hematology Analyser etc. in Pathology Section. There are facilities for Digital X-ray, Ultrasonography & Echocardiography in Radiology Section.
- Physiotherapy Unit is equipped with advance equipments.
- Tread Mill Test (TMT).
- Statistics of patients treated at the Port Hospital over last three years are furnished below:

Year	Number of Registered OPD Patients	Number of Registered Indoor Patients
2015 - 16	105118	1576
2016 - 17	97663	1606
2017- 18	100728	1630

Existing
Existing Specialists & their availability / week- <ol style="list-style-type: none"> 1. Cardiologist - one & a half day. 2. Paediatrician – Two days. 3. General Surgeon – Five days. 4. Orthopaedic surgeon –Five days 5. Gynaecologist – Seven days. 6. Ophthalmologist – Four days. 7. Dermatologists – Four days.



8. E.N.T- Five days. 9. Radiologist – Three days. 10. Dental Surgeon – Five days.
Existing Specialists & their availability- 1. Neurosurgeon– One day in a month. 2. Gastroenterologist –One day in a month.
Medical Equipment- Common Medical equipment like Stethoscope, BP instrument, Weighing machines supplied to most of the specialist as per their need.
Dental Clinic It is equipped with one working semi auto type of Dental chair and common dental instruments required for dental check up, Tooth extraction & Root canal procedure etc.
Eye Clinic- Equipped with one Refraction unit, Slit lamp and other common equipment for eye testing.
Pathology Section: Existing manpower- One Biochemist, Two Lab Asstt/Technicians, One Lab Attendant.Equipment- Full auto Biochemistry Analyser, Haematology Analyser, Electrolyte analyser, Semi auto analyser, Microscope and other common equipments required for a laboratory.
Radiology Section: Existing manpower- One Sr. Radiographer, One Radiographer, One X-ray Attendant. Equipment- X-ray Machine (Simens – 500mA), X-ray machine (Portable – 50mA), Digital CR System (Agfa make), USG machine (Simens make).
ICU: Existing manpower- One Nurse, One Male Attendant, One Female Attendant & One Sweeper per shift.Equipment- 5 Nos. Bedside Invasive Monitor, One defibrillator (Philips make), One Invasive Ventilator (Philips make), Blood Gas Analyser -1.
HDU: Existing manpower- One Nurse, One Male Attendant, One Female Attendant & One Sweeper per shift. Equipment- 5 nos. Bedside Monitor.
Indoor function- Male Ward, Female Ward, Pediatric Ward & Labour Ward
Emergency / Causality:
Labour Room

3. Proposed Project for Kolkata

It is proposed to develop a 500 bedded super specialty hospital by augmenting the existing hospital with private sector participation. For this purpose, approx 10 acres of land (including the existing hospital building) shall be leased to the Concessionaire for development of the project. The concessionaire shall operate the existing hospital from the beginning of the lease period. The Concessionaire shall also take all permanent clinical employees and 2/3rd of the remaining permanent employees on deputation basis. The post retirement benefits of all the employees would be borne by KoPT. In case of deputation, like any other borrowing organization, the selected PPP concessionaire would have to contribute towards pensionary benefit of the deputationists on monthly basis to KoPT. The prospective tenderer for the PPP tender should



have experience in managing at least 500 beds in one or more hospitals. The evaluation criteria for the PPP tender will be revenue share. Such PPP tender should also be on QCBS. The concessionaire will pay rent for land and structure as per extant Schedule of Rent to KoPT on yearly basis.

The development of 500 bedded hospital shall be carried out in 2 phases

Phase 1

The Concessionaire is required refurbish the existing facility and increase the existing capacity of the hospital from 104 beds to 200 beds. The development of phase 1 shall be completed within a period of 18 months from the commencement of the concession period.

The broad scope of work under this phase will include:

- i. Up-gradation from 104 bedded facility to 200 bedded facility
- ii. Deploy adequate manpower
- iii. Equip the hospital for super-specialties
- iv. Install requisite diagnostic facilities
- v. Refurbish residential quarters for deputationists and employees of the concessionaire.
- vi. Operate and Maintain 200 bedded hospitals
- vii. KoPT beneficiaries would continue to get uninterrupted medical facilities/treatment.

Phase 2

The Concessionaire is required to upgrade to 500 bedded super specialty facility. The development of phase 2 shall be completed within a period of 6 years (72 months) from the commencement of the concession period. “The broad scope of work under this phase will include:

- i. Upgrade hospital from 200 bedded to 500 bedded hospital
- ii. Deploy adequate manpower
- iii. Equip the hospital as per specialty requirements
- iv. Develop supporting facilities — housing block for Select Employee etc
- v. Operate and Maintain 500 bedded hospital
- vi. May connect with proposed KoPT Sewerage Treatment Plant

In addition, the Concessionaire may develop a medical college and/ or develop additional beds at his discretion, based on market demand.

- A. The land earmarked for this project is 21,257 Sq mtr.(approx) built up area inclusive of the existing port hospital and residential quarters.
- B. Technical study & financial feasibility need to be formulated & checked and vetted by the TA.
- C. A Minimum 100 beds must be reserved for Kolkata Port Trust at all the time during the Concession Period for eligible beneficiaries (approx. around 72,000 Port beneficiaries which includes employees, dependent family member/pensioners and their spouses / CISF and their family members posted at KoPT).



- D. The upgraded hospital will have NABH accreditation.

The preferred PPP model should be a BOT model. Private Partner shall take care of the patients of KOPT for quality treatment and managing the overall operation of the Hospital and KOPT shall not have any liability of managing and operation of the Hospital from the date of handing over the project infrastructure. However the Private partner shall operate and manage the facilities in consultation with KoPT. KoPT will monitor the obligations and service level agreements of the Private Partner during the project duration. SLAs will include clinical outcome and quality care and fulfillment of obligations under agreement.

- E. There will not be any financial grant by KoPT for the Private Developer.
- F. KoPT will monitor the treatment and services to be offered to the KoPT patients (employees and their dependent family member / pensioners and their spouses / CISF personnel posted at KoPT and their dependant family members) and ensure equal treatment to KoPT beneficiaries, at par with other private patients.
- G. Service Level Agreement (SLA) based on Clinical Outcome for quality of treatment to be provided by Private developer shall be monitored for KoPT beneficiaries and other patients.
- H. Special Purpose Vehicle (SPV) – the private partner should take over the existing KoPT Hospitals along with infrastructure and [100% clinical employees and 2/3rd non-clinical Employees working in hospital] from “day 1” of the agreement. Development of necessary super-specialty services can be added along with existing facilities of KOPT hospital.
- I. The Private Developer needs to ensure minimum disturbances to the existing medical operations provided in the Hospital during the course of implementation of this project.
- J. KoPT will reimburse the private partner for all kinds of treatment to the KoPT beneficiaries at the prevailing CGHS Rate, Kolkata



Proposed Project:

SPECIALTY SERVICES

The Concessionaire shall have all specialty in the Project as set forth in this Schedule. Specialty mentioned in this schedule are mandatory obligation of the Concessionaire for each phase. The Concessionaire may add any additional specialty based on the market need in its discretion. For avoidance of doubt, the Concessionaire shall have all specialty as mentioned in this Schedule in phased manner and continue to operate for the entire Concession Period.

1. Specialty Mix

The Concessionaire shall have facility mix as below:

Phase-I	Phase-II	Optional Development (Optional)
200 beds (With improved facilities and add-ons)	500 beds (including 200 beds)	Further development of the Super Speciality Hospital
Existing Specialties of KoPT Hospital and in addition the hospital shall have: <ul style="list-style-type: none"> a. Endocrinology & Diabetes b. Nephrology including Dialysis c. Urology d. Gastroenterology & Hepatology e. Gastrointestinal & Hepatobiliary Surgery f. Cardiac Care – Cath lab, CTVS OT, CCU g. Neurology & Neurosurgery (basic) h. Intraocular transplant i. Psychiatry (OPD) j. Minimal invasive & day care k. ENT – OP with complete treatment unit l. Audiology and Speech Therapy m. Medical Oncology n. Surgical Oncology o. Rheumatology p. Pulmonology & Respiratory Medicine q. Haematology r. Emergency & Trauma s. Critical care – ICU, NICU, PICU, MICU, HDU t. Foetal Medicine u. Occupational therapy v. Kitchen and Dietary Services 	All Specialties included in Phase-I plus: <ul style="list-style-type: none"> a. Neurosurgery (advanced) b. Radiation Oncology c. IVF d. Transfusion Medicine & Blood bank e. Mental Health & Behavioural Science f. Organ Transplant g. Plastic / Cosmetic Surgery h. Sports Medicine i. Bariatric Surgery j. Bone Marrow Transplant k. Others 	All Specialties included in Phase-I & II plus: <p>Additional specialties subject to market need</p>

Above specialty mix is mandatory and minimum obligation under respective phase. The Concessionaire may add any specialty in any phase.



2. Specialty wise treatment and procedure

A. Phase-I

Specialties or Department	Treatment and therapies	
General Medicine	<ul style="list-style-type: none"> Internal Medicine 	<ul style="list-style-type: none"> Critical Care Medicine
General Surgery	<ul style="list-style-type: none"> General Surgeries Laparoscopic Surgery 	<ul style="list-style-type: none"> Basic burn and plasty Minimally invasive surgeries
Obstetrics and Gynaecology	<ul style="list-style-type: none"> Reproductive Medicine—Pregnancy Care, sterilization procedures 	<ul style="list-style-type: none"> Gynae surgeries—hysterectomy, oophorectomy
Orthopaedics	<ul style="list-style-type: none"> Splints/braces /plaster cast/traction for Fractures Surgically inserted metal rods/plates Amputation Sports Medicine 	<ul style="list-style-type: none"> Joint Replacement Surgery Arthroscopic Surgery Spine Surgery
ENT	<ul style="list-style-type: none"> All ENT surgeries including Cochlear implantation 	
Paediatrics	<ul style="list-style-type: none"> Pediatric Immunization services 	<ul style="list-style-type: none"> Pediatric super-specialty - cardiology, endocrinology, nephrology, neurology etc.
Dermatology	<ul style="list-style-type: none"> Usual + Cryosurgeries 	<ul style="list-style-type: none"> Infra-red ray therapies
Endocrinology & Diabetes	<ul style="list-style-type: none"> Diabetes Growth disorders 	<ul style="list-style-type: none"> Thyroid disorders
Urology and Nephrology	<ul style="list-style-type: none"> Dialysis ESWL, ERCP Radical prostatectomy & cystectomy 	<ul style="list-style-type: none"> Holmium laser lithotripsy Shockwave lithotripsy Reconstructive surgeries
Gastroenterology & Hepatology	<ul style="list-style-type: none"> All scopes for rendering diagnosis and treatment—endoscope, sigmoid scope, colposcopy and therapies 	
Gastroenterology & Hepatology Surgery	<ul style="list-style-type: none"> Nephrectomies Hepatobiliary surgeries Pancreatic surgery 	<ul style="list-style-type: none"> Herniography and plasty Minimally invasive surgeries Gastroenterosurgery- All scopes <ul style="list-style-type: none"> Bariatric surgery Sleeve gastrectomy
Cardiac	<ul style="list-style-type: none"> Cath Lab – Angiography, Angioplasty, Ballooning Cardiac OT, CCU 	<ul style="list-style-type: none"> Vascular surgeries
Neurology & Neurosurgery	<ul style="list-style-type: none"> Basic trauma care Subdural haematoma Brain tumor 	<ul style="list-style-type: none"> Nerve plasties Spinal tumor
Ophthalmology	<ul style="list-style-type: none"> Cataract Glaucoma Squint surgery 	<ul style="list-style-type: none"> LASIX Cataract with Phaco-emulsification and IOL implants Posterior chamber surgeries
Mental Health & Behavioral Science	<ul style="list-style-type: none"> Outdoor Consultation 	
Rehabilitative	<ul style="list-style-type: none"> Audiology & speech therapy Physiotherapy 	<ul style="list-style-type: none"> Occupational therapy



Specialties or Department	Treatment and therapies	
Therapies		
Medical Oncology	<ul style="list-style-type: none"> Chemotherapy Immunotherapy 	<ul style="list-style-type: none"> Hormone therapy
Surgical Oncology	<ul style="list-style-type: none"> Basic resection and amputation 	<ul style="list-style-type: none"> Reconstructive surgeries
Rheumatology	<ul style="list-style-type: none"> Medication for rheumatoid arthritis 	<ul style="list-style-type: none"> Cardiac procedures like Valve Replacement surgeries
Pulmonology & Respiratory Medicine	<ul style="list-style-type: none"> Infectious diseases 	<ul style="list-style-type: none"> Occupational health
Hematology	<ul style="list-style-type: none"> Blood bone diseases Leukemiadiagnosis 	<ul style="list-style-type: none"> Bone Marrow transplantation Stem cell therapy
Emergency & Trauma	<ul style="list-style-type: none"> General Trauma and emergency 	<ul style="list-style-type: none"> Advance Multi-disciplinary Critical and Trauma care referral center
Fetal Medicine	<ul style="list-style-type: none"> Fetal Doppler Amniocentesis 	<ul style="list-style-type: none"> Genetic disorders rare disorder treatment
Transfusion Medicine & Blood bank	<ul style="list-style-type: none"> Blood storage 	<ul style="list-style-type: none"> Blood Transfusion
Reconstructive Surgeries	<ul style="list-style-type: none"> Cosmetology and Plasty-- Cosmetology and plastic surgery 	<ul style="list-style-type: none"> Maxillo-facial surgery
Dental Sciences	<ul style="list-style-type: none"> Ortho, Prostho, Endo - dontics 	

B. Phase-II

Specialties or Department	Treatment and therapies	
Obstetrics and Gynaecology	<ul style="list-style-type: none"> IVF 	<ul style="list-style-type: none"> Male infertility management
Cardiac Surgery	<ul style="list-style-type: none"> Open Heart Surgery Pacemaker Implantation Coronary Artery Bypass Graft 	<ul style="list-style-type: none"> Valve Replacement (MVR / AVR) Pediatric Cardiac Surgery -- PDA, ASD closure, translocational surgeries
Surgical Oncology	<ul style="list-style-type: none"> Gamma-knife surgeries 	<ul style="list-style-type: none"> Streotactic
Radiation Oncology	<ul style="list-style-type: none"> Radiation oncology - LINAC Targeted therapy 	<ul style="list-style-type: none"> Radio-therapy planner with therapy unit Invasive radio-therapy
Hematology	<ul style="list-style-type: none"> Leukemia Bone Marrow transplantation 	<ul style="list-style-type: none"> Stem cell therapy
Fetal Medicine	<ul style="list-style-type: none"> Cord blood preservation 	<ul style="list-style-type: none">
Transfusion Medicine & Blood bank	<ul style="list-style-type: none"> Blood transfusion services (component services)-- Plasmapheresis, Apheresis, Cryo-precipitate transfusion, Factor-VIII transfusion 	
Neurosurgery (advanced)	<ul style="list-style-type: none"> 3 D bone printing (Optional) Nerve plasties 	<ul style="list-style-type: none"> Skull base Neurosurgery Frameless Sterotomy Minimally invasive Brain



Specialties Department	or	Treatment and therapies	
		<ul style="list-style-type: none"> Robotics (Optional) 	surgeries--Gamma-knife surgeries <ul style="list-style-type: none"> Spinal tumor
Mental Health & Behavioral Science		<ul style="list-style-type: none"> De-addiction services ECT 	<ul style="list-style-type: none"> Home care asylums Sleep disorder treatment
Organ Transplant		<ul style="list-style-type: none"> All organ transplant 	
Plastic / Cosmetic Surgery		<ul style="list-style-type: none"> Nerve extension surgery Limb extension surgery 	<ul style="list-style-type: none"> Sex change surgeries
Other advances specialties		<ul style="list-style-type: none"> Sports medicine 	
Bariatric Surgery		<ul style="list-style-type: none"> Bariatric Surgery 	

4. Proposed Project for Port Hospital, Haldia

It is proposed to develop a 100 bedded multi specialty / super-specialty hospital by augmenting the existing hospital with private sector participation. The concessionaire shall operate the existing hospital from the start of the lease period. The Concessionaire shall also take all permanent clinical employees as well as other remaining permanent employees on deputation. The post retirement benefits of all the employees would be borne by KoPT. In case of deputation, like any other borrowing organization, the selected PPP concessionaire would have to contribute towards the pensionary benefits of the deputationists on monthly basis to HDC.

The prospective tenderer for the PPP tender should have experience in managing at least 500 beds in one or more hospital. The evaluation criteria for the PP tender will be revenue share. Such PPT tender should also be on QCBS. The concessionaire will pay rent for land and structure as per Schedule of Rent.

The development to a 100 bedded hospital shall be carried out in 2 phases.

Phase 1

The Concessionaire is required to refurbish the existing facility and increase the existing capacity of the hospital from 47 bed to 75 bed. The development of phase 1 shall be completed within a period of 18 months from the start of the concession period.

The broad scope of work under this phase will include:

- Up-grade from 47 bedded facility to 75 bedded facility
- Deploy adequate manpower
- Equip the hospital for multi specialty / super-specialty hospital
- Install requisite diagnostic facilities
- Refurbish residential quarters for Select Employees/deputationists of the concessionaire
- Operate and Maintain 75 bedded hospitals



Phase 2

The Concessionaire is required to develop a 100 bedded multi specialty / super-specialty hospital facility. The development of phase 2 shall be completed within a period 6 years (72 months) from the start of the concession period

The broad scope of work under this phase will include:

- i. Upgrade hospital from 75 bedded to 100 bedded hospital
- ii. Deploy adequate manpower
- iii. Equip the hospital as per specialty requirements
- iv. Develop supporting facilities — housing block for employees of the Concessionaire
- v. Operate and Maintain 100 bedded hospital
- vi. May connect with proposed HDC Sewerage Treatment Plant

The details of the speciality and superspeciality mix to be developed at Haldia will be decided after a detailed study of the market forces, financial viability etc to be conducted by the TA

1. LAST DATE FOR ONLINE RECEIPT OF TENDERS.

- 1.1. The last date for online receipt of tenders shall be as per “Schedule of e-Tendering Activities” given above.
- 1.2. The bid will be valid for a period of 180 days from the date of opening of Techno-commercial Bid and prior to the expiration of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for a further period as deemed fit.

2. QUALIFICATION CRITERIA OF THE APPLICANT (QC):

The qualification criteria are as follows:-

- a) Applicants may be national or international Firm/Company/Non-profit Organization or any combination of them in the form of Consortium managed by a single lead advisor. The maximum number of members in a Consortium is limited to three.
- b) The applicant or member of the Consortium must have experience of providing TA services in health sector for projects of not less than Rs.50 crore (in one or more project) during last seven years ending 31st March, 2018.
- c) The Applicant must have fully functional Office in India (documentary proof like GST registration etc.)
- d) The Applicant should have completed at least one PPP consultancy project in India in the last 7 years of minimum cost of Rs 50 Crs
- e) The applicant or member of the Consortium has experience of providing consultancy services/TA services for the development, establishment and operationalization of at least one multi-specialty hospital of minimum 500 Beds under PPP.



- f) The applicant or the lead member of the applicant shall meet the financial criteria of having an Average Annual turnover of Rs 5 crore from Transaction Consultancy services only in the last three financial years ending March 2018.
- g) The applicant or any of the members of the consortium must not have been barred by Government of India and/or Kolkata Port Trust from participation in any project during the past 5 Years. (A declaration needs to be given by the applicant to this effect).
- h) The Team for the TA shall consist of below
- i. **Team Leader** having minimum 10 years of Transaction Advisory experience with PG in Management or Higher Degree and at least one successful implementation of project.
 - ii. **Healthcare Delivery Expert** having minimum 10 years of experience in Hospital planning and administration with MBBS with 2 year full time program equivalent in Hospital Management / Administration and at least one successful implementation of project.
 - iii. **PPP and Finance Expert** with PG in Financial Management / MBA (Finance) / CA having minimum 5 years of experience with at least one completed PPP TA assignment
 - iv. **Legal Expert** having minimum 5 years of experience and Graduate in Law/ LLB with at least one PPP TA assignment
 - v. **Contract Management Expert** An MBA with Contract management experience of 5 years of at least one successful implementation of project.

* **Note :** “Self attested copy of documentary proof of educational, professional qualifications & experience of the key personnel of TA should be uploaded as part of documents in the technical bid.”

- 2.1. The bidder shall furnish the **audited financial statements certified by Chartered Accountant to reckon the annual financial turnover, in the name of the individual bidder or firm or company in case the bidder is individual (sole Proprietary) or firm or company respectively for the aforesaid three years.** For consortium, the audited financial statements certified by Chartered Accountant to reckon the annual financial turnover, in the name of the lead member is required to be furnished.
- 2.2. If the bidder is not able to furnish the audited financial statements for the latest financial year for genuine reasons of not having completed the auditing, the bidder shall submit the audited financial statements for the three consecutive financial years immediately prior to latest financial years satisfying the above requirements.
- 2.3. The bidders are to provide the copies of Income Tax Returns for the last three years, Profit & Loss Account details along with Company's **Balance sheets** duly certified by the auditors for the last three financial years ending 31st March, 2018.
- 2.4. Firm's Information in Mandate Form as per Annexure - 7



- 2.5. Firm must not be blacklisted / suspended by or should not have any service related dispute with any Govt. Organization / Semi Govt. Organizations / PSU/Private institutions/ various Banks in India or outside India as per **Annexure -5**
- 2.6. Firm should accept Tender Terms & Conditions and submit Declaration as per **Annexure- 9.**
- 2.7. The copy of the PAN card should also accompany the technical bid.
- 2.8. The Bidder should furnish the following Documentary evidences in support of the QCs:
 - 2.8.1. Copy of contract agreement/ work order along with endorsed successful completion certificate in value issued by the party with whom the contract has been entered for having met the qualifying requirements mentioned in QC.

3. GENERAL CONDITIONS:

- 3.1 Eligible and willing agencies are advised to visit the hospital site to get an onsite assessment of the work on any working day between 10.00 AM to 04.00 PM after taking permission from the Chief Medical Officer, Kolkata Port Trust Hospital or Medical Supdt, Port Hospital, Haldia or his authorized representative.
- 3.2 Kolkata Port Trust will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender including costs and expenses related to visit the site.
- 3.3 The online Tenders are to be submitted as per two bid system i.e. Techno-Commercial bid and Financial Bid.
 - 3.3.1. The Techno-Commercial bid should contain the papers to fulfill all the eligibility criteria, certificates of experience, satisfactory performance certificates, undertaking as per instructions, work plan and list of the equipment's, tools and tackles required for the job.
 - 3.3.2. Financial bid should contain the rates quoted for the services to be provided as per the instructions given in this tender document.
 - 3.3.3. Both the bids (Techno-Commercial bid and Financial Bid) should be submitted in online only.
- 3.4 Tender document can be down loaded from KoPT website www.kolkataportporttrust.gov.in. The downloading charges shall be **Rs. 1000/-** which shall be deposited in the KoPT bank account NO mentioned below through RTGS or NEFT, receipt copy of the same should be uploaded online. No exemption from payment of downloading charges is permitted. Also, details of the downloading charges have to be mentioned online and a scanned copy of RTGS /NEFT slip is to be uploaded online during e- tendering process at www.eProcurement.gov.in The downloading charges in the form of demand draft / Cheque / Cash / Postal order will not be accepted.



Name of the Account holder : Kolkata Port Trust
Current Ac/No. - 227002000000018
Name of the Bank : Indian Overseas Bank,
Name of the Branch : KPT Fairlie Place Branch, Kolkata.
IFSC Code No. IOBA 0002270

3.5 Alternatively, the tender document can also be downloaded from the website <http://www.kolkataporttrust.gov.in> for purpose of viewing only and it shall not be entertained as VALID download of tender document. To participate in tender the tenderer should complete stages of purchase; Download from CPPP and website e.procure.gov.in; and final bid submission through CPPP. Bid submitted only on-line will be accepted.

3.6 No objections related to technical evaluation would be accepted after the price bid opening. Any complaint made by a Tenderer against other Tenderers, if found unjust will be considered as an effort to disrupt the bidding process and the complainant may be panelized by forfeiting its EMD.

3.7 Tender documents may be downloaded only from CPPP/ KOPT website, mentioned dates as in the KEY SCHEDULE given above. Tender inviting Authority will not be responsible in any way for any delay.

3.8 Scan copy of the documents should be uploaded online. Tenderers are requested to complete the process of uploading / submission a day prior to closing in order to safeguard their participation.

3.9 Tenders will be opened online in the presence of Tenderers / authorized representatives who choose to attend on the specified date and time at the Office of the Chief Medical Officer, Kolkata Port Trust centenary Hospital.

3.10 At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify the condition In Tender documents by an amendment. All the prospective Tenderers who have received the tender document will be notified of the amendment only through website, <http://www.kolkataporttrust.gov.in> and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

3.11 Any person who has uploaded the tender document should watch for Amendments / Errata / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments / Errata / corrigendum / clarifications will be posted in Kolkata Port Trust website www.kolkataporttrust.gov.in and Central Public Procurement Portal (CPPP) of Government of India, website : www.eprocure.gov.in. Bidders are requested to visit www.eProcurement.gov.in and Kolkata Port Trust website www.kolkataporttrust.gov.in and Central Public Procurement Portal (CPPP) of Government of India, website



:www.eprocure.gov.in and note the amendments before submission of offer. Any ignorance on the part of the firms in not seeing the website will not be an excuse. Kolkata Port Trust shall not be responsible if any Bidder omits to notice any amendments / Errata / corrigendum / clarification. Amendments /Errata / corrigendum / clarification will be numbered serially as these form part and parcel of tender document and Tender Inviting Authority will not issue separate communication to them. The prospective tenderer would be required to pay transaction cost to NIC, if applicable.

3.12 Interested eligible Tenderers may obtain further information in this regard from the office of the Tender Inviting Authority or in person on the day of pre bid meeting.

3.13 No Tenderer will be allowed to withdraw his tender after submission during the bid validity period (180 days). In case the tenderer does not honor his bid, the EMD submitted by the tendering firm would stand forfeited.

3.14 Tender incomplete in any way will be rejected out rightly. Similarly conditional Tenders will also be rejected out rightly.

3.15 Techno-Commercial Bids will be scrutinized by the Tender Committee constituted for evaluation of the tender. Kolkata Port Trust will check all requisite and relevant documents and their authenticity. The Tenderers, whose Techno-Commercial Bids are accepted, will be informed about the date and time of opening of Financial Bids.

3.16 In case the successful Tenderer declines the offer of Contract for whatsoever reason(s), his EMD will be forfeited

3.17 A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Transaction Advisor(TA).

3.18 On being informed about the acceptance of the tender and before signing the agreement, the successful Tenderer shall pay the Security Deposit @10% of the contract value in the form of unconditional, irrevocable Bank Guarantee which should be on a non-judicial stamp paper of Rs.100/- pledged to “Board of Trustees of the Port of Kolkata”, payable at Kolkata, which should remain valid for the entire period of Contract + 6 months. The Security Deposit should be paid upfront in respect of contract on or before the due date fixed by Tender Inviting Authority and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD or SD, as the case may be, will be forfeited.

3.19 An agreement between Successful Bidder & Chief Medical Officer, Kolkata Port Trust will be entered into on Rs. 100/- Non Judicial Stamp Paper. Stamp value will be paid by the Tenderer.

3.20 Chief Medical Officer, Kolkata Port Trust reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document, if it is felt necessary in the benefit of the hospitals.



- 3.21 Chief Medical Officer, Kolkata Port Trust reserves the right to reject all or any offer in whole, or in part, without assigning any reason thereof.

4. TECHNO-COMMERCIAL BID (COVER”A”) (ONLINE):

The Tenderer should submit the following documents as part of Techno-Commercial Bid (Cover-A). All documents should be signed, numbered and sealed by the Tenderer on each page before uploading. The Photocopies should be attested by the Tenderer. The price bid / financial proposal should not be submitted along with Techno-Commercial bid.

- 4.1 Earnest Money Deposit shall be Rs.50,000/- which should be deposited in Kolkata Port Trust account through RTGS or NEFT, receipt copy of the same should be uploaded online. Also, details of the EMD have to be mentioned online and a scanned copy of RTGS / NEFT slip is to be uploaded online during e-tendering process at CPPP or at website: www.eprocure.gov.in.
- 4.2 Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association/ Partnership deed etc. with details with the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- 4.3 The list of present Directors in the Board of the Company duly self-certified.
- 4.4. The instruments such as power of attorney, Resolution of Board etc. authorizing an officer of the Tenderer, should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the Tenderer should sign the tender documents.
- 4.5. Authorization letter nominating a responsible person of the Tenderer to transact the business with the Tender Inviting Authority.
- 4.6. Annual turnover statement for 3 financial years i.e., 2015-16, 2016-17 and 2017-18 in the format given in **Annexure-III** duly certified by the Auditor/practicing Chartered Account indicating UDIN (Unique document Identification No. for Practicing Chartered Accountants issued by the Institute of Chartered Accountants of India).
- 4.7. Mandate Form (**Annexure - 7**)
- 4.8. TheTenderer shall also furnish declaration in the format given in **Annexure-5** declaring that the Tenderer accepts all Tender terms, not blacklisted and non-convicted since last three years.
- 4.9. All documents enclosed with the bid document should also be signed by the Tenderer. For online bidding scan copy of documents in proper resolution should be uploaded online. Tenderers are required to sign their bids online using Class III - Digital Certificates only, Contractors are advised to obtain the same at the earliest. (For any



further clarifications / queries on e-Tendering, Chief Medical Officer Kolkata Port Trust, , 1, Diamond harbor Road, Kolkata--700053 may be contacted at: Telephone No.: +91-9836266005, FAX No.:+913324014503; e-mail:cmo@kolkataporttrust.gov.in

4.10. Other Documents to be uploaded in Technical Bid:

- 4.10.1. Copy of contract agreement/ work order along with endorsed completion certificate indicating value issued by the party with whom the contract has been entered into for having met the qualifying requirements mentioned in QC
- 4.10.2. Copy of the PAN card
- 4.10.3. Copy of Income Tax Returns for the last three years, Profit & Loss Account details along with Company's Balance sheets duly certified by the auditors for the last three financial years ending 31st March, 2018.
- 4.10.4. Copy of Certificate of Incorporation / Registration of the lead member of TA /Consortium /sole firm.
- 4.10.5. Pre Contract Integrity Pact (on Rs.100/- non-judicial Stamp Paper) as per **Annexure – VI**.
- 4.10.6. Self attested copy of documentary proof of educational, professional qualifications & experience of the key personnel of TA should be uploaded as part of documents in the technical bid.
- 4.10.7. Documentary Proof for fully functional office at India like GST Registration etc.
- 4.10.8. Bidder's self evaluation of technical scoring as per Annexure - XVIII
- 4.10.9. No physical submission is required, the above documents should be scanned and submitted online only in specified envelopes.
- 4.10.10. The Tenderer shall not make alteration in the tender document anywhere.
- 4.10.11. The Tenderer shall ensure that the tendered rates are not mentioned anywhere in any accompaniments to the tender put in the first cover either directly or indirectly.
- 4.10.12. GST Registration Certificate
- 4.10.13. Professional Tax Clearance Certificate/Registration Challan, if applicable.
- 4.10.14. Self declaration that the proprietor/partners/authorized signatory of the bidding firm (in case of proprietorship firm/partnership firm/limited company as the case may be) is/are not associated with any other firm bidding for the same work (to be declared in the letterhead of the firm)



- 4.10.15 Self declaration regarding the firm participating as TA against the instant NIT should not be having any association with the firm(s) participating against the PPP tender.

5. PRICE BID (COVER “B”) (ONLINE):

- 5.1. Price Bid has to be submitted online only. No price bid should be submitted manually otherwise bid shall be liable to rejected. Online PRICE BID – COVER B”.
- 5.2. There should not be any alteration or condition in the tender. If the same is found then tender is liable to be cancelled.
- 5.3. The Tenderer should quote firm price in their offer without which their offer is likely to be ignored.
- 5.4. Tenderer will not furnish any ambiguous or vague information in the tender. For tendering unworkable rates/change in rates or withdrawal of offer within the initial validity period, EMD may be forfeited.
- 5.5. The Kolkata Port Trust is not bound to accept the lowest tender. Any or all Tenders in whole or Part may be rejected without assigning any reason. Kolkata Port Trust further reserves the right to accept any Tender in whole or in part solely at its discretion.

6. OPENING OF TENDER:

- 6.1. All the Tenderers are entitled to be present at the date and time for opening of Technical Bid as per the online key schedule of the tender submitted by them.
- 6.2. After Techno-Commercial bid opening, any clarification required by the Kolkata Port Trust must be submitted within seven days. After this period, no application would be entertained. Also, Tenderer may view the opening status from their end itself.
- 6.3. Financial bids - Cover “B” of only techno-commercially qualified tenderers will be opened, in presence of willing tenderers, subsequently.
- 6.4. Authorized representative of each of the Tenderer would be permitted to be present at the time of opening of the techno-commercial bids.
- 6.5. The authorized representative of bidders present at the time of opening of the techno-commercial bids shall be required to sign an attendance register as a proof of having attended the techno-commercial bid opening.

7. EARNEST MONEY DEPOSIT (EMD):

- 7.1. Earnest Money Deposit shall be Rs.50,000/- which should be deposited in Kolkata Port Trust account as mentioned below through RTGS or NEFT, receipt copy of the same should be uploaded online. Also, details of the EMD have to be mentioned online and a



scanned copy of RTGS /NEFT slip is to be uploaded online during e- tendering process at www.eProcurement.gov.in. Earnest money deposit in the form of demand draft/Cheque / Cash / Postal order **will not be accepted**. Kolkata Port Trust will not pay any interest on the Earnest Money so deposited.

- 7.2. Earnest Money Deposit (EMD) needs to be submitted by participating Bidder only, without involvement of agents/middlemen in India or abroad. No agents/middlemen in India or abroad will be allowed for the transactions. The EMD should not be submitted by anybody else other than the participating vendors. If, at any stage, it is found that the EMD is submitted by a third party, the offer shall be considered unresponsive and rejected.
- 7.3. The Indian vendors, who have been exempted from the payment of EMD as per Govt. of India directives, should submit certified copy of GOI's order/circular/exemption certificate for such exemption, in lieu of EMD. The relevant certifications should be scanned and uploaded along with the technical bid. The offers without the relevant certificates would be treated as unresponsive and rejected.
- 7.4. EMD will not carry any interest for the period, it is retained with the Kolkata Port Trust and that EMD will be forfeited, if the tenderer withdraws, amends, impairs and/or derogates from tender within the validity of tender.
- 7.5. The Earnest Money Deposit of the unsuccessful Tenderers would be returned without any interest on execution of the agreement by the successful Tenderers or within 30 days after the expiry of the bid validity, whichever is later.
- 7.6. Bank Details of Kolkata Port Trust:
KOLKATA PORT TRUST
Current Ac/No. 227002000000018 with
Indian Overseas Bank, KPT Fairlie Place Branch.
IFSC Code No. IOBA 0002270
- 7.7. The Earnest Money Deposit of the successful Tenderer may, at the discretion of Tender Inviting Authority, be adjusted towards part of the Security Deposit payable by him.
- 7.8. If EMD is not adjusted against SD, the Earnest Money Deposit will be refunded to the successful Tenderers within 30 days from the date of signing the contract agreement and on deposition of Security deposit by them.
- 7.9. The EMD will be forfeited if the Tenderer withdraws his bid during the period of bid validity.
- 7.10. The EMD will be forfeited, in case the successful Tenderer fails to execute the contract agreement and deposit the Security Deposit within the stipulated time.



8. CANCELLATION OF TENDER:

8.1. Notwithstanding anything specified in this tender document, Kolkata Port Trust in its sole discretion, unconditionally and without assigning any reason, reserves the rights:

8.1.1. To accept OR reject lowest tender or any other tender or all the tenders.

8.1.2. To accept any tender in full or in part.

8.1.3. To reject the tender not confirming to the tenders terms.

8.2. Conditional Tenders and Unsigned Tenders will also be rejected

9. ACCEPTANCE OF TENDER:

9.1. The acceptance of the tenders will be communicated to the successful Tenderer in writing.

9.2. The rate of the successful Tenderer would be valid for the entire contract period and no escalation on the same will be allowed.

10. SECURITY DEPOSIT AND AGREEMENT:

10.1. On being informed about the acceptance of the tender and before signing the agreement, the successful Tenderer shall pay Security Deposit @10% of the contracted value in the form of unconditional, irrevocable Bank Guarantee which should be on a non-judicial stamp paper of Rs.100/-, pledged to "Board of Trustees of the Port of Kolkata", payable at Kolkata, which should remain valid for the entire period of Contract + 6 months. The Security Deposit should be in respect of the contract on or before the due date fixed by Tender Inviting Authority, before issuing the offer letter. The successful Tenderer may also pay the Security Deposit or part of it in cash or in the form of Demand Draft /Banker's Cheque / Pay Order drawn in favor of "Kolkata Port Trust" payable at Kolkata. No interest will be payable for the sum so deposited.

10.2. The Security Deposit will bear no interest and will be returned only after 6 months from the date of successful completion of the contract. No claim will be entertained against Kolkata Port Trust either in respect of interest or depreciation in value.

10.3. The successful Tenderer shall execute an agreement (3 copies) on a non-judicial stamp paper of minimum Rs.100/- at the cost of the Tenderer, within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

10.4. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.



- 10.5. All notices or communications relating to or arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer, if delivered to him or left at the premises, places of business or abode.
- 10.6. If after the deposition of **EMD** the successful Tenderer fails to deposit the required security deposit within the specified time or withdraw his bid, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him shall stand forfeited by the Tender Inviting Authority and he will also be liable for all such damages sustained by the Tender Inviting apart from being blacklisted /debarred.
- If after deposition of SD, the successful Tenderer fails to execute the agreement, his contract will be cancelled and the SD deposited by him shall stand forfeited by the Tender Inviting Authority and he will also be liable for all such damages sustained by the Tender Inviting apart from being blacklisted /debarred.
- 10.7. In case the contract is not executed to the entire satisfaction of Kolkata Port Trust, the Security Deposit will be forfeited. In case any claims or any other contract obligations of the same bidder are outstanding, the bidder shall be required to extend the Security Deposit till such time the bidder settles all the claims and completes such contractual obligations.
- 10.8. On due performance and completion of the contract in all respects, the security deposit will be returned to the vendor, without any interest, on presentation of absolute “No Demand Certificate” and upon return in good condition any samples or any other property belonging to the Kolkata Port Trust, which may have been issued to the bidder.
- 10.9. If the Security Deposit in the form of Bank Guarantee is to be submitted by the bidder, the same should be sent to Kolkata Port Trust by issuing bank through registered post with acknowledgement due card.

11 TDS AND OTHER STATUTORY DEDUCTIONS:

TDS and other Statutory Deductions will be done as per Income Tax Rules or other applicable statutory provisions prevalent from time to time.

12 Taxes & Duties :

- (i) The price quoted shall be including all taxes and duties excluding GST which will be paid extra at actual.
- (ii) Supplier/ Service Provider will have to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- (iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules , regulations, procedures, circulars & instructions there under, applicable in India from time to time, and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should



ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case, there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/ s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

- (iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non-compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- (v) Supplementary invoices/ Debit Note/ Credit note for price Revisions, if any, to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- (vi) Purchase Order/ Work Order shall be void, if at any point of time, the firm is found to be a black listed dealer as per GSTN rating System and no further payment shall be entertained.

13. EXIT CLAUSE:

Kolkata Port Trust reserves the right to terminate the contract by giving 30 days' notice in the event of failure in executing the contract to the entire satisfaction of Kolkata Port Trust. In case, the contract is not executed to the entire satisfaction of Kolkata Port Trust, the Security Deposit will be forfeited, if the TA is found to be at default.

14. SETTLEMENT OF DISPUTES:

All disputes arising out of the contract shall be settled as per Laws of India/ Rules of Arbitration of Indian Council of Arbitration.

15. IMMUNITY TO GOVERNMENT OF INDIA:

It is understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Kolkata Port Trust (KoPT) is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and General Principles Contract Law. The vendor shall agree, acknowledge and understand that Kolkata Port Trust (KoPT) is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, vendor expressly waives, releases and foregoes any and all actions or claims against the Government of India arising out of this contract, not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.



16. INTEGRITY PACT:

All the prospective bidders have to provide Integrity pact to Kolkata Port Trust (KoPT) as per the format enclosed at Annexure- VIII. The integrity pact (IP) is essentially envisages an agreement between Kolkata Port Trust (KoPT) and prospective Bidders committing the persons/officials of both parties not to exercise any corrupt practices/influence on any aspect of the contract. The vendors/bidders, only those who commit themselves to the IP with Kolkata Port Trust (KoPT) would be considered competent to participate in the bidding process. In other words, entering into this pact would be a preliminary qualification (PQ) criterion. IP needs to be signed with all the bidders who have participated in the tender, if the bids not accompanied with the signed IP by the bidders along with the Technical bids, the offers shall be summarily rejected.

17. CONFIDENTIALITY:

The Supplier shall hold confidential technical data and information supplied by the Purchaser or on behalf of the Purchaser and shall not reproduce any such technical data or information or divulge the same to any third party without the prior written consent of the Purchaser. The Purchaser shall hold confidential technical data and information supplied by the Supplier or on behalf of the Supplier and shall not reproduce any such technical data or information or divulge the same to any third party without prior written consent of the Supplier except as far as may be necessary for either party to carry out its obligations under this Contract.

18. CORRUPT AND FRAUDULENT PRACTICES:

Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official. The Chief Medical Officer, Kolkata Port Trust, Kolkata--700053 will reject the proposal for award if it determines that the firm has engaged in corrupt or fraudulent practices. The Chief Medical Officer, Kolkata Port Trust Centenary Hospital, will declare a firm in eligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the bidding firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

19. NOTICES:

- 19.1. Any notice given by one Party to other pursuant to this Contract shall be sent to other party in writing by Registered Post at the official addresses mentioned in the contract.
- 19.2. A notice shall be effective when served or on the notice's effective date, whichever is later.
- 19.3. Registered communication shall be deemed to have been served even if it is returned with the remarks like refused left premises, locked etc. Kolkata Port Trust reserves the right to accept or reject any tender without assigning any reason thereof.



20. ARBITRATION:

If any dispute or difference of any kind what so ever (the decision thereof not being otherwise provided for) shall arise between the Kolkata Port Trust and the firm or relation to or in connection with or arising out of the

Contract, shall be referred for arbitration in accordance with the terms of the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator will be final and binding. The provision of Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at the office of Kolkata Port Trust. Any legal dispute shall be settled in Kolkata, jurisdiction only.

21. RIGHT TO ACCEPT OR REJECT:

21.1. The competent authority reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Incomplete, conditional or delayed bids will not be considered & summarily rejected.

21.2. Kolkata Port Trust (KOPT) is not bound to accept the lowest or any quotation and reserves the right of accepting the whole or any part of the quotation or part of the quantity offered and you must supply the same at the rate quoted.

22. APPEAL:

22.1. Any Tenderer aggrieved by the order passed by the Tender Accepting Authority may represent to the Kolkata Port Trust within 15 days from the date of receipt of order and Chairman, Kolkata Port Trust shall dispose the appeal expeditiously.

22.2. No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the purchaser.

23. TERMINATION OF CONTRACT:

Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination.

24. Terms of Reference (TOR) for Transaction Advisor (TA) for establishment of Super-Specialty Hospital at Kolkata Port Trust Hospital and Port Hospital, Haldia, through PPP

25. I BACKDROP:

- a. Kolkata Port Trust (KOPT) has taken several initiatives in the recent past to meet the increasing demand and expectations for improved health care services. Public Private Partnership (PPP) is one of the key reform

Strategies adopted by the Kolkata Port Trust to achieve its objectives. The PPP initiatives of the Kolkata Port Trust, in conformity with the National Health Policy, are intended to consolidate the strengths and utilize resources of both the partners for improving the availability, accessibility and quality of health care services for the entire population.



- b. Kolkata Port Trust (KOPT) now intends to strengthen the healthcare infrastructure in PPP mode for greater access to quality health care services for the employees and by the population at large. Accordingly, the Kolkata Port Trust (KOPT) wishes to establish a Super-specialty Hospital within the Kolkata Port Trust centenary Hospital and the Port Hospital at Haldia through PPP.
- c. In this context, the Kolkata Port Trust (KOPT) has to select a competent organization as Transaction Advisor (TA) through a transparent and competitive process to manage the project development component of this initiative.
- d. These Terms of Reference (TOR) invite proposals from a TA representing an Organization or a Consortium with suitably qualified and experienced technical, financial and legal advisors to help the Kolkata Port Trust for implementation of the project.

25. II SCOPE OF WORK

- a. The proposed Super-specialty Hospital may be established in vacant land / building within the boundary of the existing KOPT Hospitals at Kolkata and Haldia. The names of the health facilities considered for establishment of Super-specialty Hospitals are provided in Annexure 4.
- b. The successful PPP operator shall also have an option to set up a suitable Medical College.
- c. Considering the above initiative proposed by the Kolkata Port Trust, the scope of work for the TA shall be divided into two Phases.
- d. The TA shall be required to provide the services as described under Section 23 with deliverable within the allocated time frame in the following three Phases:

Phase I- To undertake a Financial Modeling, Analysis of Viability Gap Funding and PPP Structuring and SLAs Monitoring and PPP Tender document for meeting approval of the competent Authority. Conduct Bid Process, evaluation of Bids and finalization of contract,.

Phase II- Contract Management after the award of contract, monitoring of milestones and SLAs on monthly basis for one year. The TA will also assist KoPT in appointment of Independent Engineer.

25 III. SERVICES REQUIRED AND DELIVERABLES:

Phase I: Feasibility Study and Project Structuring

- a) Financial Feasibility Study
 - i. Study of Existing data
 - ii. Demand assessment (market potential for commercial component)
 - iii. Discussions with all the stakeholders about their opinions and possibilities of making the project self sustainable.
 - iv. Revenue Estimates through the right mix of Private Patients
 - v. To identify additional revenue sources to recover the cost of Project



- vi. Suggest a business model for the successful operation including the structuring on PPP basis
- vii. Financial viability analysis, Ratio analysis, Break-even analysis, IRR and Cash Flow, etc.

b) Project Structuring

- i. The consultant should identify the preferred financial structure including the PPP structure & present the comparative analysis with recommended model and market soundings.
- ii. Prepare a Detailed Project Structure including the Institutional Arrangements for implementation of the project, based on identified implementation model.

c) Legal Review

The Legal Review will provide information on the relevant laws and regulations that might have an impact on the development of the Project, private sector participation and financing of the Project. The Consultant will examine and suggest suitable legal and institutional frame-work, for implementation, operation and maintenance of the project. This would also include the impact of policy decisions by the Government, amendments to the existing acts, etc., as may be required.

Bid Process Management

PPP Procurement of the Project

On approval of the reports submitted above by the TA, the TA is required to work with Kolkata Port Trust to manage the process for securing contracts with a competent organization under PPP in accordance with the standards set out for PPPs in relevant laws and regulations.

The TA needs to focus on the following aspects in the PPP procurement

- o Assessing chosen approach to PPP and whether any aspect of that Approach will conflict with available or required procurement contracting and financial structure
- o Investment commitment to be required, their nature and management including nature of the Special Purpose vehicle (SPV) holding the concession etc.
- o Assistance in getting approval from Ministry of Shipping
- o To prepare Expression of Interest / RFQ or both as the case may be, for inviting Proposals from eligible bidders.
- o To prepare project information memorandum
- o To meet potential bidders to promote the project and encourage them to participate in the bidding. It is generally expected that at least 5 bidders should be attracted at RFQ / EOI stage and three qualified bidders for RFP stage.
- o Assist Authority in Evaluation of Request for Qualification and short listing of qualified bidders for the next stage.
- o Preparation of request for proposal / Bid documents with suitable evaluation criteria. In the process, it is necessary to refer to the feasibility study to arrive at the bid and evaluation criteria.
- o To issue request for proposal / Bid documents to the short-listed bidders.



- o To assist the Authority in responding to the queries that may be raised during the Pre-bid meetings and prepare minutes along with addendum / corrigendum to the bid documents as required.
- o Upon receipt and opening of bids, facilitate Authority to prepare technical and Financial bid evaluation reports with recommendations.
- o To prepare legally vetted contract agreement for the project.
- o Assistance in signing of the agreement with the selected operator.

Phase II: Contract Management

The TA is required to do the Management of Contract mainly on the milestones achievements as would be described under the Concession Agreement. It would start after the award of contract for deviation in parameter associated with the execution of Concession Agreement on monthly basis for one year. TA will assist KoPT in appointment of the Independent Engineer. The broad scope of work would be:

- o To assist the Authority in checking the deviations, if there is any, in events as provided under Conditions Precedents
- o To assist the Authority in following up with in completing the conditions precedents on their part
- o To assist the Authority in following up with the concessionaire in completing the Conditions precedents on their part
- o To facilitate the Authority during financial closure by the concessionaire for works to Be done at Authority's part, if any.
- o To assist the Authority in identifying the reasons of delay, if any and suggest corrective measures
- o To assist the Authority in drafting letters or notices to be issued to the concessionaire if any deviations are there in Construction as per the Concession Agreement on their part

The Contract Management Expert is expected to spend around 6-7 working days in a month in assisting the Authority as per above

24. IV. REPORT SUBMISSION AND PRESENTATIONS BY THE TA:

The reports covering all the deliverables must be submitted by the TA in word format with relevant annexure and delivered in both digital and hard copy document. All financial models must be in excel format and must clearly set out all assumptions made and model outputs. Reports will have executive summary signed by the Team Leader along with the Covering

Letter under Team Leader Signature and must be accompanied by Power Point Presentation compiled in such a manner that these can be used by the concerned personnel of the Kolkata Port Trust and the Steering Committee of the Kolkata Port Trust for decision making purposes.

Report for Phase I (First Report)

It is essential that the all the components described under 3a are included in the appropriate sections of the report. The report for the study undertaken under Phase I may be prepared in the suggested format as below. However, necessary changes in the format may be made to fit into the requirements of incorporating all the components of Phase 1 as described under 23. This is a broad structure. The TA should ensure that it's done in the correct format which includes all the important information including the following:



Introduction

- ☐ The Context
- ☐ Executive Summary
- ☐ Project Background
- ☐ Approach and methodology for the project structuring

Section I

- ☐ Strategic Objective of the Kolkata Port Trust
- ☐ Scope of the Project
- ☐ Project Structure Institutional Arrangements and its Analysis
- ☐ Output Specification

Section II

- ☐ Project cost budgeting and financial structuring for each of the facility
- ☐ Risks and their costs and risk management strategies

Section III

- ☐ Issues that need to be addressed
- ☐ Identification of all the Approvals required with the Responsibilities of respective parties along with timelines

Section IV

- ☐ Time line for completion of the project and establishment of the facilities

Section V

- a. Project milestone and Monitoring Mechanisms and coordination with Kolkata Port Trust for completion of the assigned tasks

2nd Report for Phase I (Second Report)

Reports/Templates/Formats relating to all the deliverables covered under PPP Procurement as described under Section 24 III needs to be submitted both in Digital and hard copies. Appropriate formats shall be used by the TA for submission of the report as described in detail in Section 23 under Phase II. This will however include the following reports:

- o tender documents for Hospital
- o cost estimates of the project incorporated as part of tender document
- o contract document between the Kolkata Port Trust and the PPP partner is included in the tender document
- o pre-bid queries and their replies are also incorporated in the tender document



And A recommendation report by the TA to Kolkata Port Trust based on its finding during bid conduct and evaluation of successful bidders.

Reports for Phase II

Reports/Templates/Formats relating to all the deliverables as defined under the scope of work for this Phase as above. These reports also need to be submitted both in Digital and hard copies. Appropriate formats shall be used by the TA for submission of the report as expected above in Section 23 under Phase III. This will however broadly include the following reports:

- o Monitoring report on specific Conditions Precedent event as and when these are expected to occur
- O Monthly monitoring report on the work by the Authority and Concessionaire as expected under the concession document
- o Drafts of letters/notices to be served to the concessionaire in the event of their missing any milestone as defined under the concession agreement.

24. V. MANAGEMENT OF THE TA BY THE KOLKATA PORT TRUST:

- a. The TA Team will be appointed by the Kolkata Port Trust. The Project In-charge (PIC) of Kolkata Port Trust shall work out the necessary form for coordination and monitoring of the work of the TA for ensuring delivery of the project as per schedule.
- b. The PIC shall establish a Project Team (Steering Committee) of Kolkata Port Trust for this project, who will coordinate with the TA in this project for overseeing the project development activities and for efficiently completing the various delivery items. The TA shall report on the progress on various deliverables once in a month to the project team.
- c. The Kolkata Port Trust may also appoint a Project Advisory team of internal and external experts of the respective field to monitor the progress and also to assist KOPT management in bid evaluation and other related aspects.
- d. The PIC shall confirm that TA has satisfactorily completed each deliverables before invoice can be submitted by the TA for payment.
- e. The TA within two weeks of signing the contract shall submit Inception Report giving detailed work plan and assignment for each individual in the Team.
- f. The TA shall submit progress report on fortnightly basis along with updated work schedule and key issues that need to be addressed for progress of the work.
- g. The TA shall also not be liable, in contract or tort, under statute or otherwise, for aggregate damages in excess of the fees actually paid in connection with claims arising out of this Agreement or otherwise relating to the services under the Agreement. However, this limitation shall not apply to losses or damages caused by the Consultant's fraud or to the extent prohibited by applicable law or professional obligations.

24. VI. SELECTION AND REMUNERATION OF THE TA:

25. A. SELECTION PROCESS

a. Submission of RFP



1. The interested firms/consortia will submit documents as under:

- a. Techno-Commercial Bid
- b. Financial Bid

The Proposal as mentioned above under 'a' and documents as mentioned above under 'b' along with a covering letter addressed to the Chief Medical Officer, Kolkata Port Trust should be uploaded on www.eProcurement.gov.in:

For any query please contact:

The Chief Medical Officer,
Kolkata Port Trust Centenary Hospital,
1, Diamond harbor Road
Kolkata---700053

2. The last date for receipt of applications is

3. In case of any clarifications regarding submission of application, interested

Organizations may please contact Telephone no. The date of opening of financial bids will be intimated in due course, after evaluation of Technical bids.

b. Bid evaluation, selection and approval procedures

- i. A single stage selection process by inviting Request for Proposal (RFP) shall be undertaken, which include technical and financial assessment of the proposals submitted by the applicants. The information and documents relating to technical and financial proposals will be submitted by the applicants in two separate sealed envelopes marked Techno-Commercial Information with copy of required documents" and "Financial Bid" respectively. The envelope on financial quote will only be opened for Techno-Commercially qualified applicants.
- ii. The format of the application to be submitted by the applicant for Techno-Commercial evaluation is provided as Annexure 1. Selection process would involve further short- listing of applicants on technical evaluation based on marks scored by the applicants on each of the criteria as provided under Annexure 3. The maximum possible marks, which may be scored by an applicant, are 100. Minimum qualifying marks are 60 out of 100 (i.e. 60 % of the total possible marks). The applicants scoring 60 and above would be short-listed for next round for selection, which is opening of Financial Bids.
- iii. The Financial Bid is required to be submitted in the prescribed format provided as Annexure 2
- iv. After short-listing of applicants as mentioned above, final selection of the organization/consortium from the short-listed applicants would be made on the basis of Evaluation as described in Annexure 3 heading 3 "Combined and Final Evaluation".
- v. The Kolkata Port Trust can call for any further clarifications or information or documents at any point of time. The applicant may also be called for explaining or clarifying issues, if there be any.



- vi. Decision of the Kolkata Port Trust on selection of the organization/consortium is final.
- vii. Upon final selection, the offer letter will be issued to the selected organization and on acceptance of the offer, firm engagement letter with legal agreement incorporating all the terms and conditions will be signed by the TA with the Competent Authority, Kolkata Port Trust for commencement of the assignments.

B. Remuneration, Payments schedule and disbursement arrangement

1) Remuneration and Payment schedule

- a) The total sum of the TA for this project shall not exceed the contract value of the instant tender for appointment of TA. The total lump sum for this project includes the remuneration/fees of professional services as TA under these TOR including all applicable taxes, staff costs, Sub consultants' costs, tour expenses (travel, staying & lodging), office maintenance and office running expenses, telephone, fax, email and internet, cost for documentation, photocopies, printing and all other costs incurred by the TA in carrying out the services described in this TOR for a period of 72 weeks.
- b) Bidders shall be required to the financial bid as under. The prescribed format has been provided as **Annexure 2**
1. The remuneration/fees of professional services as TA under these TOR including all applicable during the entire period of contract with us (72 weeks OR completion of the project whichever is later from the date of signing the contract) for a lump sum fees of Rupees (Rs)_____ **(both in figures and words)** excluding GST.
 2. This is a lump sum fee based contract wherein the GST would be paid extra as per the prevalent law. **No other fee other than the quoted fee and GST as mentioned shall be paid.**
- c) All payments will be paid in Indian Rupee on fixed price for the entire duration of the contract.
- d) The remuneration schedule as provided under 'e' is set for each part of the contract. Deliverables completed as per the remuneration schedule will be approved by the Project In-charge, Kolkata Port Trust and the Project Team (Steering Committee) of the Kolkata Port Trust after which invoices may be submitted to Kolkata Port Trust for approval and payment as per the remuneration schedule. Payments will be made by Kolkata Port Trust within 30 days of submission of invoice. The terms and mode of payment will be incorporated in the contract between the TA and Kolkata Port Trust.
- e) Remuneration/Fees Schedule Time

	TASK UNDERTAKEN	TIME		FEE
	phase I: (Report I) complete report with plan of actions for			
	Draft report for establishment of the project			
	submitted to Kolkata Port Trust for approval			
<input type="checkbox"/>	Financial Modeling			
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<input type="checkbox"/>	Viability Assessment			
<input type="checkbox"/>	PPP Transaction Structuring			
<input type="checkbox"/>	Risk Allocation			
Deliverable :- Submission of Financial Model and Transaction Structuring Report		Week 4		20%
a. Sub-Total				20
Phase I Second Part: PPP procurement				
Pre-qualification Criteria and approval– RFP & RFQ		Week 6		10%
Draft tender document incorporating minimum requirement of Super Specialty Hospital with NABH and MCI guidelines				
o Medical facilities and requirements		Week 8		10%
o Role of Private Partner				
o Role of Kolkata Port Trust				
o Project Time line and milestones				
o PPP partner's Technical & Financial qualification				
o Bidding Documents				
o Contract document,				
o Technical Schedule based on the information provided in the DPR prepared by Kolkata Port Trust, Project Cost shall be escalated from base year till construction start date as per the assumptions discussed with KoPT				
o Non-Technical Schedule				
o Cost Estimation (Capital Expenditure and Operational) based on the recently prepared preliminary feasibility report and the previous DPR with teaching facility provided by Kolkata Port Trust				
o Investor outreach				
Review and approval of final tender document by the competent Authority		Week 11		20%
Bid conduct and evaluation including response to pre-bid queries (Submission of Techno-Commercial Evaluation Report).		Week 15		15%
Recommendation to Kolkata Port Trust for the Preferred Bidder selected after evaluation (Issuance of LOI)		Week 16		5%



Award and	Signing of contract	Week 20	5%
b. Sub Total			65%
Phase III: Contract Management			
Monthly payment after the signing of Concession		Week 20-	1.25%
Agreement for one year in equal monthly		72	
installments			
c. Sub Total			15%
Grand Total of “a” + “b” + “c”			100%

2. Disbursement arrangements for cost other than fees

This is a lump sum fee based contract wherein the GST would be paid extra as per the prevalent law. **No other fee other than the quoted fee and GST as mentioned shall be paid.**

Chief Medical Officer,
Kolkata Port Trust



ANNEXURE: 1

FORMAT FOR REQUEST FOR PROPOSAL AND TERMS OF REFERENCE

Format for Request for Proposal and Terms of Reference for appointment of Transaction Advisor (TA) for Carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospital at Kolkata Port Trust centenary Hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnership (PPP)

1) Name of the Organization:

Name of Organizations in case of Consortium (indicate lead members):

2) Information/Activities of the Organization/Consortium: in 2/3 pages of A-4 size

3) Experience of the Organization/Consortium in the Health Sector (information is required for at least two projects/assignments in the following format separately)

Name of the Project/Assignment	Name of the
state/location within India	Name of the
location/country if outside India	Name & address of
the Client with email id:	Brief description of the
project	
Type of services provided:	
Duration of the project (from--- to ---):	
Number of professionals/consultants engaged with core competencies:	
Name of Team Leader with qualification	
Name of associated partners:	
Approximate value of the project	
Approximate value of services:	

4) Summary of the audited accounts for the last three financial years ending March 2018, informing of the turnover of the organization/lead member of the consortium

5) Profile of core personnel of the Team (Team Leader and three senior members) to be engaged for this assignment as TA: (attach CV in standard formats in word document)

6) Based on weekly deliverable, the applicants will have to submit a resource deployment plan along with elaborate duty chart on the role and responsibilities and expected deliverables of each of the resources. The total Man months deployed for each month and for each resource for the entire Project duration should also be shown in a bar graph and in a tabular format.

7) Activities of the organization/any member of the consortium in health related activities in Government of India or Govt. of West Bengal:



Documents to be enclosed

- i. Declaration that the organization/member of the consortium has not been barred by Government of India or Kolkata Port Trust for participation in any project.
- ii. Copy of audit reports for last three financial year ending March 2018.
- iii. Copy of Registration of the Organization or memorandum of association as applicable.
- iv. Copy of relevant documents the applicants may desire to submit relating to the information of assignments of the organization as mentioned under sl. no. 3 of this document.
- v. Annual Turnover Statement as per Para 4.6

Signature:

Name in full:

Designation:

Date:



ANNEXURE: 2

FINANCIAL BID
[To be uploaded duly filled in Financial bid (Cover-2)]

To

The Chief Medical Officer,
Kolkata Port Trust

Sub: Financial Bid offered for the total sum for Request for Proposal and Terms of Reference for appointment of Transaction Advisor (TA) for Carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospital at Kolkata Port Trust centenary Hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnership (PPP)

With reference to your advertisement dated _____ for engagement of Transaction Advisor for establishment of super-specialty hospitals in the Kolkata Port Trust Hospital **Centenary Hospital & Port Hospital Haldia** we offer to undertake the work for implementation of this project during the entire period of contract with us (72 weeks OR completion of the project, whichever is later, from the date of signing the contract) for a lump sum fees of Rupees (Rs) _____ **(both in figures and words)** excluding GST. This is a lump sum fee based contract wherein the GST would be paid extra as per the prevalent law.

No other fee other than the quoted fee and GST as mentioned shall be paid.

Yours faithfully,

Signature of the applicant with stamp:

Name in full:

Designation

Date:

Note : Price Not to be quoted here



ANNEXURE: 3

EVALUATION OF EOI SUBMITTED BY THE APPLICANTS

Evaluation of Request for Proposal and Terms of Reference submitted by the applicants for Request for Proposal and Terms of Reference for appointment of Transaction Advisor (TA) for Carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospital at Kolkata Port Trust centenary Hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnership (PPP)

3. Technical Scoring

Name of the Organization/Consortium:

Parameters	Total Marks	Total Marks	Marks obtained
A. FIRM EXPERIENCE:	Select any one response from each category		
Experience of providing Transaction Advisory / Bid Process services for last seven Years in health sector.	Projects on PPP with Multispecialty / Super specialty Hospital with minimum 150 Beds	Maximum 20	
	1project : 4 marks		
	2 Projects : 8 marks		
	>2 Projects : 12 marks		
	Additional marks if the Project on PPP with Multi specialty / Super specialty Hospital more than 500 Beds		
	1project : 7 marks		
	2 Projects : 13 marks		
	>2 Projects : 20 marks		
Projects on PPP above 50 Crores for Infrastructure Projects with minimum 3 projects 5 marks then 1 mark for each additional projects subject to maximum 15 marks In total.	15		
Note: Ongoing Projects may be considered only if RFP has been released after the authority’s approval. The weight of score would be same as the % of payment released as against the total assignment cost. The Statutory Auditor or Client Certificate shall be enclosed as proof.			
TOTAL (A)		35	



B. KEY PERSONNEL EXPERIENCE	Select any one response in each category	Total Marks	Marks obtained						
<p>Profile of core personnel to be engaged For this assignment as TA</p> <p>The Team Leader can either Be the Healthcare DeliveryExpert or PPP Expert</p> <p>The supporting documents.For the experience and Declaration to thequalification& experienceby individual member to be uploaded at the time of submission.</p> <p>Self attested copy Of documentary proof Of educational, professional qualifications experience of the key personnel of TA shouldbe uploaded as part of Documents in the technical bid.</p>	<p>a. Team Leader:</p> <p>Must have PG in Management or higher degree</p>	15							
	<table><tr><td>>=5-7 years</td><td>5 marks</td></tr><tr><td>>7-10 years</td><td>7 marks</td></tr><tr><td>>10 years</td><td>10 marks</td></tr></table>			>=5-7 years	5 marks	>7-10 years	7 marks	>10 years	10 marks
	>=5-7 years			5 marks					
	>7-10 years			7 marks					
	>10 years			10 marks					
<p>In addition to above the expert shall get :</p> <p><input type="checkbox"/> Two completed Health Project 2 marks</p> <p><input type="checkbox"/> Four OR more completed Health projects 5 marks</p>									
	<p>b. Healthcare Delivery Expert</p> <p>Must have MBBS and 2 year full time program equivalent in Hospital Management / Administration</p> <p>10-12 years 4 marks >12-15 years 6 marks >15 years 8 marks</p> <p>In addition to above the Expert shall get :</p> <p><input type="checkbox"/> Two Completed Health Project- 2 marks</p>	10							
	<p>c. PPP and Finance Expert</p> <p>CA/MBA-Finance or equivalent</p> <p>>=5-7 years 4 marks >7-10 years 6 marks >10 years 8 marks</p> <p>In addition to above the Expert shall get :</p> <p>Two completed Health Project -2 marks</p>	10							



	d. Legal Expert: Must be Graduate in Law or LLB >=5-7 years 4 marks >7-10 years 6 marks >10 years 8 marks In addition to above the expert shall get : <input type="checkbox"/> Two completed Health Project : 2 marks	10	
	e. Contract Management Expert An MBA with Contract management experience of 5 years of at least one successful Implementation of project. >=5-7 years 2 marks > 7-10 years 3 marks In addition to above the expert shall get : <input type="checkbox"/> One completed Health Project 2 marks	5	
	TOTAL (B) (a+b+c+d+e)	50	
C. FINANCIAL TURN OVER:	Select any one response	Total Marks	Marks obtained
Average Annual Turnover from consultancy fee of the organization/lead member of the Consortium in aggregate of three financial years ending March 2018	1 – 10 crore 5 marks > 10 – 25 crore 7 marks >25 crore –50 crore 10 marks > 50 crore – 15 marks	15	
	TOTAL (C)	15	
	GRAND TOTAL (A+B+C)	100	

The consultants are required to submit the Completion Certificate for claiming the experience of Completed Projects. In case the Completion Certificates are not available (wherever applicable), the consultant may submit the CA / SA certificate, certifying the % receipt of the payment by the consultant for each such completed project. Payment certificate equivalent to 90% or more of the final assignment cost will be considered complete Project else proportionate scores will be given provided the RFP for the project has been released after the approval of Authority.

The total possible marks are 100. The applicants scoring 60 and above would be short-listed for next round for selection.



After short-listing of applicants as mentioned above, final selection of the organization/consortium from the short-listed applicants would be made on the basis of on Quality Cost-Based Selection (QCBS) basis instead of lowest financial bid. 70% weightage should be given to the Technical and 30% weightage should be given to Price Bid.

Example

60 Marks may be the qualifying marks on Technical Evaluation and further Evaluation may be as below:

4. Financial Scoring

Financial Proposal:-

“For financial evaluation, the financial quote, as indicated in the Financial Proposal, will be considered. Lowest financial quote will get the highest score and rest of the Bidder will get marks in proportionate to their financial quote” **Combined and**

Final Evaluation

Proposals will finally be ranked according to their combined technical (Tb) and financial (Cb) scores as follows:

$$Bb = (0.7) * Tb + (0.3) * (Cmin / Cb * 100)$$

Where,

Bb = overall combined score of bidder under consideration (calculated up to two decimal points)

Tb = Technical score of the bidder under consideration

Cb= Financial bid value of the bidder under consideration

Cmin= Lowest financial bid value among the financial proposals under consideration



ANNEXURE: 4

NAME OF HEALTH FACILITIES FOR ESTABLISHMENT

Name of health facilities for Request for Proposal and Terms of Reference for appointment of Transaction Advisor (TA) for Carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospital at Kolkata Port Trust Centenary Hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnership (PPP) ,Establishment of super-specialty hospitals under PPP

Sl no.	Name of District	Name of the Health Facilities
1	Kolkata	Kolkata Port Trust Centenary Hospital
2	Purba Medinipur	Port Hospital, Haldia

The health facilities may be considered for Medical College and a decision in this matter shall be taken during the implementation of this contract.



ANNEXURE – 5

DECLARATION (100 Rs Stamp Paper)

To

The Board of Trustees of the Port of Kolkata

I/We **any of the member of the consortium** M/s. _____

Represented by its Proprietor / Managing Partner / Managing Director having its

Registered

Office

at

_____ and do declare that I/We have carefully read all the conditions of tender in Ref. No.

_____, online tenders From Eligible And Qualified Tenderers For Request for Proposal For Engagement Of Transaction Advisor (TA) For Establishment Of Super - Specialty Hospital At Kolkata Port Trust Hospital, Kolkata and Port Hospital, Haldia, Through Public Private Partnerships (PPP) and accepts all conditions of the Tender including amendments/corrigendum subsequently issued by the Tender Inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents /affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We **any of the member of the consortium** do hereby declare that we have not have been blacklisted / suspended or any service related dispute with any Govt. Organization / Semi-Govt. Organizations / PSU/Private institutions/ various Banks in India or outside India.
3. I/We have not made any payment or illegal gratification to any person/ authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the PC Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the Board of Trustees of Port of Mumbai to take further action into the matter.

Witness's		Tenderer's	
Signature: _____		Signature: _____	
Name: _____		Name: _____	
Address: _____		Address: _____	
Tel. No.: _____		Tel. No.: _____	
Mobile No. _____		Mobile No-- _____	

Date: _____

Date: _____



Annexure-6

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s. _____ for
**three financial years immediately preceding the original schedule tender
opening date as per the Audited Financial Statements** are given below and
certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Crores (Rs.)
1.	2015 -2016	
2.	2016 -2017	
3.	2017 -2018	

Total - Rs. _____ Crores.

Average turnover per annual - Rs. _____ Crores.

Date:

Signature of Auditor/Chartered Accountant
(Name in Capital)

Seal:



ANNEXURE-7

MANDATE FORM		
01	Company Name	
02	Postal Address of the company Telephone No., _____ FAX No _____ e- mail id _____ Fax No.	
03	Director / Manager Mobile No. / Phone No. E-mail I.D.	
04	authorized company official Mobile No.	
05	Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
6	9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
07	IFSC code of the Branch	
08	Type of Account (Current / Savings).	

09 Account Number (as appear in cheque book) (in lieu of the bank certificate to be obtained , please attach the original cancelled cheque issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Chief Medical Officer, on behalf of Kolkata Port Trust responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a Tenderer /successful Tenderer.

Place :

Signature

Company Seal

(Name of the person signing and designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Signature of the authorized official of the bank.

Bank Seal with address.



PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between,
on one hand, the Board of Trustees of Kolkata Port Trust
acting through

Shri _____, (Name & Designation of the Officer), Kolkata Port Trust (hereinafter called the 'PURCHASER', which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri

_____, Chief Executive Officer (hereinafter called the 'TENDERER' which expression shall mean and include, unless the context otherwise requires, his heirs, executors, administrator, legal representatives, successors and permitted assigns) of the Second Part.

WHEREAS the 'PURCHASER' has invited bids **for engagement of Transaction Advisor (TA) for establishment of super - specialty hospital at Kolkata Port Trust hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnerships (PPP)** and the TENDERER is submitting his bid for the same and

WHEREAS the TENDERER is a Private company / Public company / Government undertaking / registered partnership firm, constituted in accordance with the relevant law in the matter and the 'PURCHASER' is Kolkata Port Trust.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the 'PURCHASER' to obtain the desired said **for engagement of Transaction Advisor (TA) for establishment of super - specialty hospital at Kolkata Port Trust hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnerships (PPP)** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling TENDERERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the 'PURCHASER' will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the 'PURCHASER'**

- 1.1 The 'PURCHASER' undertakes that no official of the 'PURCHASER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial



benefit or any other advantage from the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The 'PURCHASER' will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.
- 1.3 All the officials of the 'PURCHASER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the 'PURCHASER' with full and verifiable facts and the same is prima facie found to be correct by the 'PURCHASER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'PURCHASER' and such a person shall be debarred from further dealings related-to the contract process. In such a case while an enquiry is being conducted by the 'PURCHASER' the proceedings under the contract would not be stalled.

COMMITMENTS OF TENDERERS

3. The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'PURCHASER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'PURCHASER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3* TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principals or associates.
 - 3.4* TENDERERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.



- 3.5* The TENDERER further confirms and declares to the 'PURCHASER' that the TENDERER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'PURCHASER' or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'PURCHASER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The TENDERER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'PURCHASER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the 'PURCHASER' or alternatively, if any relative of an officer of the 'PURCHASER' has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'PURCHASER'.

Previous Transgression

- 3.14 The TENDERER declares that no previous transgression occurred in the last two years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in



India or any Government Department in India that could justify TENDERER's exclusion from the tender process.

- 3.15 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 3.16 In case of the successful TENDERER, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Security in case of a decision by the 'PURCHASER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 3.17 No interest shall be payable by the 'PURCHASER' to the TENDERER on Earnest Money/Security Deposit for the period of its currency.

SANCTIONS FOR VIOLATIONS

4. Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the 'PURCHASER' to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or SecurityDeposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'PURCHASER' and the 'PURCHASER' shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.
 - (iv) To recover all sums already paid by the 'PURCHASER', and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from the 'PURCHASER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the 'PURCHASER', along with interest.
 - (vi) To cancel all or any other Contracts with the TENDERER. The TENDERER shall, be liable to pay compensation for any loss or damage to the 'PURCHASER' resulting from such cancellation/rescission and the 'PURCHASER' shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.
 - (vii) To debar the TENDERER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'PURCHASER'.
 - (viii) To recover all sums paid in violation of this Pact by TENDERER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'PURCHASER' with the TENDERER, the same shall not be opened.



- (x) Forfeiture of Performance Guarantee in case of a decision by the 'PURCHASER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.1 The 'PURCHASER' will be entitled to take all or any of the actions mentioned at **Para 4 (i) to (x)** of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.2 The decision of the 'PURCHASER' to the effect that a breach of the provisions of this Pact has been committed by the TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. FALL CLAUSE

5.1 The TENDERER undertakes that it has not performed / is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the TENDERER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the 'PURCHASER', if the contract has already been concluded.

6. Independent Monitors

6.1 The 'PURCHASER' has appointed the following Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission

Name and Address of the Monitor :
NAME AND ADDRESS WILL BE COMMUNICATED AFTER APPOINTMENT

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/bidding, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the 'PURCHASER'.

6.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the 'PURCHASER', including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER / Subcontractor(s) with confidentiality.

6.7 The 'PURCHASER', will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of PURCHASER' within 8 to 10 weeks from the date of reference or intimation to him by the PURCHASER / TENDERER and, should the occasion arise, submit proposals for correcting problematic situations.



7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the 'PURCHASER' or its agencies shall be entitled to examine all the documents including the Books of Accounts of the TENDERER and the TENDERER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law.' The place of performance and jurisdiction is the seat of the 'PURCHASER'.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law of India in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the 'PURCHASER' and the TENDERER, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.3 If the TENDERER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

11. The parties hereby sign this Integrity Pact at _____ on _____

PURCHASER

TENDERER

Name of the Officer
Designation

CHIEF EXECUTIVE OFFICER and

Witness

Witness

1. _____

1. _____

2. _____

2. _____,

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the PURCHASER in regard to involvement of Indian agents of foreign TENDERERS.



LETTER OF PROPOSAL

(On Applicant's letter head)

(Date and Reference)

To

.....
.....
.....
.....

Sub: Appointment of Transaction Advisor (TA) for Carrying out the Financial Feasibility and Bid Process Management for Development and Operation of Super Specialty Hospital at Kolkata Port Trust Hospital, Kolkata and Port Hospital, Haldia, through Public Private Partnership (PPP)

Dear sir,

With reference to your RFP Document dated, I/We, having examined all relevant document and understood their contents, hereby submit our proposal for selection as Consultant for (name of the project and work). The proposal is unconditional and unqualified.

2. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Transaction Advisor for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise any hereby waive out right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the authority or any other public sector enterprises or any other Government, Central or State; and



- (d) I/We hereby certify that we have been taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Applicants in accordance with the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a member of a / any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which related to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any of the Government or convicted by a court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Association or against our CEO or any of our Directors/Managers/Employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with selection of
Consultant or in connection with Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. _____ (Rupees. _____ only) in the form of RTGS/NEFT payment slip is attached, in accordance with RFO document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal or rejected.
16. I/We agree to keep this offer valid for 180(one hundred and eighty) days from the Proposal due date specified in the RFP.
17. A power of attorney in favor of the authorized signatory to sign and submit this proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/consortium being selected as the Consultant, I/We agree to enter into Agreement with the Authority.
19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extend as expressly set forth in the Agreement, we shall have no



claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the selection Process including the award of Consultancy.

20. The Financial Proposal is being submitted in Cover B. This Technical Proposal read with Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of RFP Document. In witness thereof, I/We submit this proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name and seal of the Applicant / Lead Member)



ANNEXURE – 10 PARTICULARS OF THE APPLICANT	
1.1	Title of Consultancy
1.2	Title of Project:
1.3 1.4	<p>State whether applying as Sole Firm or Lead Member of a consortium: State the Following: Name of Company or Firm: Legal Status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered Address: Year of incorporation: Year of commencement of business: Principal place of Business: Brief description of the Company including details of its main lines of business:</p> <p>Name, designation and phone numbers of Authorized Signatory of the Applicant:</p> <p>Name: Designation: Company: Address: Phone No.: Fax No.: E-mail Address:</p>
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other member Firms:
1.6	<p>i. Name of the Firm: ii. Legal status and Country of incorporation: iii. Registered address and principle place of business:</p> <p>For the Applicant, (in case of a consortium, for each member), state the following information:</p> <p>i. In case of non Indian Company, does the company have business presence in India/ Yes/No If so, provide the office address (es) in India.</p> <p>ii. As the applicant or any of the members in case of consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii. Has the Applicant, /Member ever failed to complete any work awarded to it by any public authority/entry in last five years? Yes/No</p> <p>iv. Has the Applicant, /Member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v. Has the Applicant, /any of the Members, in case of a consortium, suffered bankruptcy / insolvency in the last five years? Yes/No</p> <p>Note; if answer to any of the questions at (ii) to (v) is Yes, the applicant is not eligible for the consultancy assignment.</p>



- 1.7** Does the Applicant's Firm/Company (or any member of the consortium) combine functions as a applicant or adviser along with the function as a contractor and /or a Manufacturer/ Yes/No

If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a applicant/adviser to the Authority and to disqualify themselves, their associates/affiliates, subsidiaries and / or parent organization subsequently from work on this project in any other capacity.

-
- 1.8** Does the Applicant intend to borrow or hire temporarily, personnel from contractors, Manufacturers or suppliers for performance of the Consulting Services? Yes/No

If yes, does the applicant agree that it will only be acceptable as Applicant, if those contractors, Manufacturers and suppliers disqualify themselves from subsequent execution of work on this project (including tendering relating to any goods or services for any other part of the Project) other than that of the Applicant? Yes/No

If yes, have any undertaking been obtained (and annexed) from such contractors, Manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this project and they agree to limit their role to that of applicant/adviser for the Authority only? Yes/No

(Signature, name and designation of the Authorized Signatory)

For and on behalf of



POWER OF ATTORNEY

Know all men by these presents, we, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms son /daughter/wife and presently residing atwho is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals for and selection as the Transaction Advisors for (Name of Project) including but not limited to signing and submission of all applicants proposals, and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with Authority in all matters in connection with or relating to or arising out of proposals for the said project and /or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,.....THE
ABOVE

NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATORNEY ON THIS
.....DAY OF201....

For

(Signature, name, designation and address)

Witnesses:

1.

2

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The power of Attorney should be executed on a Non-judicial stamp paper of Rs.50/- and duly notarized by a notary public.



Whenever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of Attorney in favor the person executing this power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.



ANNEXURE – 12

PARTICULARS OF KEY PERSONNAL

SN	Designation of key personnel	Name	Educational Qualification	Length of Professional experience	Name of Firm	Employed since	No. of eligible Assignments
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Team Leader						
2	Healthcare Delivery Expert-						
3	PPP and Finance Expert						
4	Legal Expert						
5	Contract Management Expert						

METHODOLOGY AND WORK PLAN

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages).

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and work plan (not more than ten pages).

The Applicant will submit its methodology for carrying out of this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this agreement have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each team is proposed to be utilized for this agreement. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.



ANNEXURE – 13

PROPOSED METHODOLOGY AND WORK PLAN

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages).

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this word bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and work plan (not more than ten pages).

The Applicant will submit its methodology for carrying out of this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this agreement have been fully covered by its proposal. In case the Applicant is a consortium, it should specify hoe the expertise of each team is proposed to be utilized for this agreement. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan fir carrying out the Consultancy Services.



ANNEXURE – 14

EXPERIENCE OF APPLICANT

Sr.No.	Name of Project	Estimate capital cost of Project (in Rs.cr.)	Consultancy Payment received by the Applicant
(1)	(2)	(3)	(4)
1.			
2.			
3.			
4.			
5.			
6.			

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Exchange Rate should be taken as Rs.70 per US \$ for converting to Rupees. The names and Chronology of Eligible Projects included here should confirm to the project –wise details submitted in Annexure - 16.

Certificate from the Statutory Auditor

This is to certify that the information contained in column 4 above is correct as per the Accounts of the Applicant.

Name of the Authorized Signatory:

Designation:

Name of the Audit Firm:

(Signature of the Authorized Signatory of the Statutory Auditor)

Seal of the Firm

Note:

In case the Applicant does not have a Statutory Auditor, it shall provide the certificate from its chartered Accountant that ordinarily audits the annual accounts of the Applicant.

**EXPERIENCE OF KEY PERSONNEL****Name of key personnel:****Designation:**

Sr.No.	Name of Project	Estimate capital cost of Project (in Rs.cr.)	Name of the Firm for which key personnel worked	Designation of the key personnel on the project	Date of completion of the project Assignment
(1)	(2)	(3)	(4)	(5)	(6)
1.					
2.					
3.					
4.					
5.					
6.					

@Use separate Form for each Personnel.

**ANNEXURE – 16****ELIGIBLE ASSIGNMENTS OF THE APPLICANT**

Name of Applicant:	
Name of the Project:	
Description of the Project:	
Description of services performed by the Applicant Firm:	
Name of client and Address:	
Name, telephone No. and Fax No. of client's representative:	
Estimate capital cost of the Project (in Rs.cr.):	
Payment received by the Applicant (in Rs. Lakhs):	
Start Date and Finish date of the services (Months/year):	

Notes:

Use separate sheet for each eligible project. Attach single page summary containing the brief particulars of each project. Exchange Rate should be taken as Rs.70 per US \$ for converting to Rupees. The INR Projects can be indexed @ 5% every year till the last financial year just before the application date.

**ANNEXURE – 17****ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL**

Name of Key personnel:	
Designation of Key personnel:	
Name of the Project:	
Description of the Project:	
Description of services performed by the Applicant Firm:	
Name of client and Address:	
Name, telephone No. and Fax No. of client's representative:	
Estimate capital cost of the Project (in Rs.cr.):	
Payment received by the Applicant (in Rs. Lakhs):	
Start Date and Finish date of the services (Months/year):	

Notes:

Use separate sheet for each eligible project. Attach single page summary containing the brief particulars of each project. Exchange Rate should be taken as Rs.65 per US \$ for converting to Rupees.



ANNEXURE: 18

BIDDERS SELF EVALUATION OF TECHNICAL SCORING OF MARKS

Technical Scoring

Name of the Organization/Consortium:

Parameters	Total Marks	Total Marks	Marks obtained	Name of Projects considered for scoring
A. FIRM EXPERIENCE:	Select any one response from each category			
Experience of providing Transaction Advisory / Bid Process services for last seven years in health sector.	Projects on PPP with Multispecialty / Super specialty Hospital with minimum 150 Beds 1project : 4 marks 2 Projects : 8 marks >2 Projects : 12 marks			
	Additional marks if the Projects on PPP with Multi specialty / Super specialty Hospital more than 500 Beds 1project : 7 marks 2 Projects : 13 marks >2 Projects : 20 marks	Maximum 20		
	Projects on PPP above 50 Crores for Infrastructure Projects with minimum 3 projects 5 marks then 1 mark for each additional projects subject to maximum 15 marks in total.	15		
Note: Ongoing Projects may be considered only if RFP has been released after the authority's approval. The weight of score would be same as the % of payment released as against the total assignment cost. The Statutory Auditor or Client Certificate shall be enclosed as proof.				
TOTAL (A)		35		



B. KEY PERSONNEL EXPERIENCE	Select any one response in each category	Total Marks	Marks obtained	
<p>Profile of core personnel to be engaged for this assignment as TA</p> <p>The Team Leader can either be the Healthcare Delivery Expert or PPP Expert</p> <p>The supporting documents for the experience and declaration to the qualification and experience by individual member to be uploaded at the time of submission.</p> <p><i>Self attested copy of documentary proof of educational, professional qualifications & experience of the key personnel of TA should be uploaded as part of documents in the technical bid.</i></p>	<p>a. Team Leader:</p> <p>Must have PG in Management or higher degree and B.Tech</p> <p>>=5-7 years 5 marks >7-10 years 7 marks >10 years 10 marks</p> <p>In addition to above the expert shall get :</p> <p><input type="checkbox"/> Two completed Health Project 2 marks <input type="checkbox"/> Four completed Health projects 5 marks</p>	15		
	<p>b. Healthcare Delivery Expert</p> <p>Must have MBBS and (2 year full time program equivalent in Hospital Management / Administration)</p> <p>10-12 years 4 marks > 12-15 years 6 marks > 15 years 8 marks</p> <p>In addition to above the expert shall get :</p> <p><input type="checkbox"/> Two Completed Health Project 2 marks</p>	10		
	<p>c. PPP and Finance Expert: (CA/MBA-Finance or equivalent)</p> <p>>=5-7 years 5 marks >7-10 years 6 marks >10 years 7 marks</p> <p>In addition to above the expert shall get :</p> <p>Two completed Health Project 3 marks</p>	10		
	<p>d. Legal Expert:</p> <p>Must be Graduate in Law or LLB</p> <p>5-7 years 2 marks > 7-10 years 3 marks</p>	10		



	<p>> 10 years 4 marks</p> <p>> 15 years 6 marks</p> <p>In addition to above the expert shall get :</p> <p><input type="checkbox"/> Two completed Health Project 2 marks</p> <p><input type="checkbox"/> more than two completed Health Project 4 marks</p>			
	<p>e. ContractManagement Expert</p> <p>An MBA with Contract management experience of 5 years of at least one successful implementation of project.</p> <p>5-7 years 2 marks</p> <p>> 7-10 years 3 marks</p> <p>In addition to above the expert shall get :</p> <p><input type="checkbox"/> One completed Health Project 2 marks</p>	5		
	TOTAL (B) (a+b+c+d+e)	50		
C. FINANCIAL TURN OVER:	Select any one response	Total Marks	Marks obtained	
Average Annual Turnover from consultancy fee of the organization/lead member of the Consortium in aggregate of three financial years ending March 2018	<p>1 – 10 crore 5 marks</p> <p>> 10 – 25 crore 7 marks</p> <p>>25 crore – 50 crore 10 marks</p> <p>> 50 crore – 15 marks</p>	15		
	TOTAL (C))	15		
	GRAND TOTAL (A+B+C)	100		

Signature of Bidder



ANNEXURE 19

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTER HEAD, SIGNED, SCANNED AND UPLOADED]

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No.....

Date

The Chief Medical Officer
Centenary Hospital
Kolkata Port Trust,
15 Strand Road
Kolkata - 700 001

Ref Tender No :MED/ PR/ ADVT/304/ 18-19/2458 Date 18/3/2019

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda/ corrigendum , if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda/ corrigendum if any

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addenda/ corrigendum

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....



ANNEXTURE - '20'

[TO BE UPLOADED DULY FILLED IN AND SIGNED ALONG WITH TECHNO-COMMERCIAL BID IN [PART - I]

Name of the Firm / Bidder: _____

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No. / Certificate of Incorporation: _____

PAN / TAN _____ (Attach attested Photocopy) GST Registration _____

Bank Particulars: Name of the Bank / Branch _____

Account Type: _____ A/C No.: _____

MICR No: _____ IFSC Code No.: _____

DECLARATION

We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the tender. In the event of our tender being accepted in full or in part, We also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the tender together with the acceptance thereof in writing by or on behalf of the Trustees shall form the Contract.

It is hereby confirmed that the hard copy of tender being submitted (uploaded) in the techno-commercial bid of the tender is Identical to the one downloaded from your website / Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

It is also declared that our Concern was never been banned or de-listed by any Government or, Quasi-Government Agency or PSU. If the declaration is found incorrect in future, our offer will be liable for rejection.

Offer No. _____

Signature of the Authorized Signatory of the Tenderer

Date: ____ / ____ / 2019

(with official Seal and date)

Place: