



**V.O.Chidambaranar Port Trust
Medical Department**

Tender Ref No: MED-OFXML-MED-PPP-M-V1-17(31979)

Request for Proposal for Engagement of

Transaction Advisor (TA) for

**Establishment of Super - Specialty Hospital at V.O. Chidambaranar Port through Public
Private Partnership (PPP)**



**For any further clarifications / queries
contact**

**Chief Medical Officer
V.O.Chidambaranar Port Trust**

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13th January 2022

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SECTION I (A)
NOTICE INVITING TENDER (NIT)

Website: www.vocport.gov.in

Tender Ref.No.MED-OFXML-MED-PPP-M-V1-17(31979)

Date.13.01.2022

V.O.Chidambaranar Port Trust Tuticorin - 628 004 invites Online Tenders from the eligible and qualified firms/agencies for “ Request for Proposal (RFP) for Engagement of Transaction Advisor (TA) for establishment of Super Specialty Hospital at V.O. Chidambaranar Port Trust through Public Private Partnership (PPP).The Schedule of e-tendering activities are as under:

Sl. No.	Activity	Date and Time
1	Period of sale of RFP Document	13.01.2022 at 16:00 hours onwards
2	EMD	Rs.1,00,000/-
3	Performance Security	5% of quoted value
4	Pre- Bid meeting date at the Chamber of Chief Medical Officer, V.O. CHIDAMBARANAR Port Trust Harbour Estate, Tuticorin - 628 004.	21.01.2022 at 11:30 hours
5	Due date for receipt of Pre- Bid queries	20.01.2022 at 17:00 hours
6	Due date & time for downloading of RFP document from CPP Portal	03.02.2022 at 16:00 hours
7	Due date and Time for submission of bid	03.02.2022 at 15:00 hours
8	Validity of the Bid	180 days from the Date of Opening of Technical Bid.
9	Opening of Technical Bid (online only)	04.02.2022 at 15:00 hours
10	Opening of Financial Bid (online only)	Will be notified after completion of Technical Bid evaluation

1. Tender documents may be viewed or downloaded by interested and eligible Tenderers from the Central Public Procurement Portal (CPPP) of Government of India, website <https://etenders.gov.in/eprocure/app> on the above-mentioned dates. Tender document may also be downloaded from the website www.vocport.gov.in

2. The Prospective Tenderers are advised to register themselves on the e-procurement portal <https://etenders.gov.in/eprocure/app> 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 can submit their bids online only at <https://etenders.gov.in/eprocure/app> on or before the key dates given above.
4. All further notifications/amendments, if any, shall only be posted on websites mentioned above and hence, the tenderer are advised to follow the respective websites.
5. The Tenderers are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.

**Chief Medical Officer,
V.O.Chidambaranar Port Trust**

SECTION I(B)

ABBREVIATIONS

BPL	Below Poverty Line
CMO	Chief Medical Officer
CGHS	Central Government Health Scheme
Dy. CMO	Deputy Chief Medical Officer
DCA	Draft Concession Agreement
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
HOD	Head of Department
MQC	Minimum Qualification Criteria
MO	Medical Officer
NABH	National Accreditation Board for Hospitals
PIC	Project In-charge
PPP	Public Private Partnership
RFQ	Request for Qualification
RFP	Request for Proposal
Sr. Dy. CMO	Senior Deputy Chief Medical Officer
SMO	Senior Medical Officer
SLA	Service Level Agreement
SPV	Special Purpose Vehicle
TA	Transaction Advisor
TOR	Terms of Reference
TIA	Tender Inviting Authority
VOCPT	V.O.Chidambaranar Port Trust

SECTION- II

GLOSSARY

In this bid document and in the ‘Contract’, unless the context otherwise requires:

- i) “Authorized representative” means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii) “Bed day” or Patient Day is the unit of measure denoting the service rendered to one inpatient in the hospital census between one day and the succeeding day. A full day is counted only when admission is before mid-day or discharge is after mid-day.
- iii) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document”
- iv) “Bid documents” (including the term ‘bid documents’ or ‘Request for Proposal Documents’ in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- v) “Bidder” (including the term ‘tenderer’ or ‘service provider’ in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port.
- vi) “Bidder registration document” means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e tender.
- vii) “Board” means the Board of Trustees of the V.O. Chidambaranar Port Trust, Tuticorin, which is an autonomous body under the Major Port Trusts Act, 1963 or any other act established for the similar purpose and as amended from time to time.

- viii) “Competent authority” means the Chairman/VOCPT or any officer(s) authorized by the Chairman, VOCPT.
- ix) “Contract” means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between V.O.Chidambaranar Port Trust and the service provider together with the documents referred to therein and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- x) “Contract price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- xi) “Service Provider” means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes their representative, successors and/or permitted assignees for the subject Contract.
- xii) Fair practices mean Nondiscriminatory and efficient procurement through transparent procedures.
- xiii) “Earnest Money Deposit’(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xiv) “Head of the Department” means the Head of a Department in the V.O. Chidambaranar Port Trust appointed under the provision of the Major Port Trust Act, 1963 or any other applicable act for the similar purpose and as amended from time to time.
- xv) “Month” means month according to Gregorian calendar.
- xvi) “Notice inviting tender” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.

- xvii) “Pre-qualification document” means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify.
- xviii) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Section V - Submission requirements & Evaluation of the Bids**. If any requirements specified in **Section V** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xix) “Tender” means the Service providers priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xx) “Week” means seven days without regard to the number of hours worked in any day in that week.
- xxi) “Health care services” means any service by way of providing medicine or diagnosing or treatment or care for illness, injury, deformity, abnormality or pregnancy in any recognized system of medicines in India and includes services by way of transportation of the patient to and from a clinical establishment.
- xxii) “Tender Inviting Authority” means Chief Medical Officer of V.O.Chidambaranar Port Trust.
- xxiii) “Private patients” means a patient who is other than the VOCPT beneficiary and who receives treatment.
- xxiv) “Project site” is the Port Hospital and dispensary land proposed to be allotted for this purpose
- xxv) “VOCPT beneficiaries” list of beneficiaries provided by VOCPT from time to time

SECTION- III
INSTRUCTIONS TO THE BIDDERS

1. Background and Objective:

V.O.Chidambaranar Port Trust (VOCPT) wishes to establish a Super-specialty Hospital within the premises of the Port ,inclusive of the existing port hospital, at a suitable location as decided by the Competent Authority, through PPP , to strengthen the health infrastructure in V.O.Chidambaranar Port Trust for greater access to quality health care services by the VOCPT beneficiaries and nearby population at large. V.O. Chidambaranar Port Trust has entrusted the Tender Inviting Authority to invite e-tender for selection of Transaction Advisor to manage the project development component for the above initiative.

The whole project is for establishment of a Super-Specialty Hospital with NABH (National Accreditation Board for Hospitals) accreditation and Medical Council of India (MCI) standards at V.O.Chidambaranar Port under phased manner development. The tentative plan for the development is as below: -

(i)	Phase 0	<ul style="list-style-type: none">• Filling the existing gaps in the Hospital and Dispensary Infrastructure, Manpower and Medical Equipments• Install adequate diagnostic facilities as may be required for this phase• Upgrade the Hospital and Dispensary facilities to run as fully functional Hospital in Phase 0
(ii)	Phase I	<ul style="list-style-type: none">• Development of Super Specialty hospital with increase of existing capacity to 200 beds, or such number of beds as shall be decided upon through joint deliberation by the TIA and TA• Operate and maintain the super specialty hospital• Upgrade existing Hospital and dispensary (as required)• Operation of existing Port Hospital and dispensary should not be affected and VOCPT beneficiaries to get uninterrupted medical facilities/treatment
(iii)	Phase II	<ul style="list-style-type: none">• Optional Development of Medical College with increase of beds as needed to fulfill minimum requirements of MCI in this regard.

2. Project Information:

- i) The limit of land proposed to be allotted for this purpose will be to a maximum of 10 acres inclusive of the existing port hospital. Land shall be allotted on lease basis, for which land lease agreement shall be executed separately in compliance with Land Policy Guidelines.
- ii) A minimum number of beds/bed days(as may be decided) should be reserved for V.O.Chidambaranar Port Trust at all time during the Project Period for eligible VOCPT beneficiaries - viz., Port employees including their dependent family member / pensioners and their spouses / CHD employees including their dependent family member / CHD pensioners and their spouses / CISF personnel posted at VOCPT and their dependent family members and any other members already availing the medical facilities. The details of the beneficiaries will be notified by Port from time to time.
- iii) This minimum number of Beds/bed days earmarked for VOCPT beneficiaries shall be decided upon through joint deliberation by Tender Inviting Authority & Transaction Advisor. Tentatively the minimum number of Bed days, should be but not restricted to a number $50 \times 365 = 18250$. This number is open for change after due deliberation.
- iv) A Special Purpose Vehicle (SPV) shall be formed by the PPP operator, where the PPP operator and VOCPT shall be the party. The private partner should take over the existing VOCPT Hospital and Dispensary, along with existing infrastructure and staff [100% of clinical employees and a major fraction of the non-clinical Employees working in the hospital, (this fraction shall be decided later). Development of necessary super-specialty services can be added along with existing facilities of VOCPT Hospital.
- v) All the existing permanent staff (Medical Officers, Doctors, Para medical Staff etc.,) of Medical Department, V.O.Chidambaranar Port Trust (as informed from time to time) shall be deployed by Port to the PPP operator and their salary and all other admissible benefits will be paid as jointly decided by the TA and TIA
- vi) The PPP model should be a model as deemed feasible, and in line with land policy guidelines for major Ports, on deliberation such that the Private Partner shall provide medical care to the beneficiaries of VOCPT by providing quality healthcare services up to and inclusive of Tertiary Care and managing the overall operation of the Hospital and dispensary.

VOCPT shall not have any liability of managing and in operation of the Hospital and dispensary from the date of handing over the project or from the date of initiation of Project operation. However, the Private Partner shall operate and manage the facilities in consultation with VOCPT.

- vii) VOCPT will nominate director or directors, in a number not exceeding the number of the directors of the Private operator on the Board of directorsof the SPV. VOCPT will monitor the obligations and Service Level Agreement (SLA) of the Private Partner during the project duration. Service Level Agreement will include clinical outcome and quality care and fulfillment of obligations under agreement.
- viii) There will not be any financial grant/support/participation by VOCPT for the Private Developer.
- ix) VOCPT shall monitor the treatment and services to be offered to the VOCPT beneficiaries (as per the list of beneficiaries provided by Port from time to time)
- x) SLA based on Clinical Outcome for quality treatment to be provided by Private developerensuring treatment equal to VOCPT beneficiaries without any discrimination to that of the treatment provided to private patients.
- xi) Compliance with whichever applicable statutory scheme as may be in force for provision of treatment to the BPL / eligible beneficiaries should be ensured.
- xii) The Private Partner may make use of the existing VOCPT Hospital and Dispensary buildings or any other location to be identified, along with infrastructure, Officers, Doctors and Paramedical Staff working in Hospital and dispensary from the date of commencement of services at the New Super Specialty Hospital at identified site. Necessary Speciality and super specialty services can be added along with existing facilities of VOCPT Hospital with the concurrence of VOCPT.
- xiii) The Private Developer needs to ensure continuance of the existing medical facilities provided in the Hospital and Dispensary from date of handing over the project site till the completion and successful execution of Phase III of this project and even thereafter if the PPP Hospital is at a location away from the existing Hospital and Dispensary.
- xiv) 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.
- xv) VOCPT will reimburse the cost of treatment rendered by the PPP operator to the VOCPT beneficiaries at the prevailing Central

Government Health Scheme (CGHS) Chennai Rates or Statutory rates or at mutually agreeable rates between VOCPT & PPP operator, where no CGHS rates prescribed.

3. GENERAL INFORMATION FOR THE TENDERER

- 3.1. Electronic Tenders (Online) are invited following ‘*Two bids (Technical bid and Financial bid)*’ by V.O.CHIDAMBARANAR PORT TRUST (VOCPT) from eligible bidders for “**Request for Proposal (RFP) for engagement of Transaction Advisor (TA) for establishment of Super Specialty Hospital at V.O.Chidambaranar Port Trust through Public Private Partnership (PPP).**”
- 3.2. The tender document can also be downloaded from the website www.vocport.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 download and final bid submission through <https://etenders.gov.in/eprocure/app> and submit the bid using DSC - III & Registration on Portal. No physical submission of Tender is acceptable to VOCPT.
- 3.3. The last date for online downloading and submission of tenders shall be as per NIT mentioned at Section I (A). VOCPT will not be responsible for any technical problem occurring during downloading and submission of the tender document. Tenderers are requested to complete the process of downloading submission a day prior to closing in order to safeguard their participation.
- 3.4. The bid will be valid for a period of **180 days** from the date of opening of Technical 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.

4. PRE-BID MEETING

- 4.1. A pre-bid meeting will be conducted either in person or virtually on the date, time and place as specified in **NIT (Section-IA)** at V.O.Chidambaranar Port Trust, Tuticorin. (subject to the COVID 19 situation prevailing at that time.)
- 4.2. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id by ----- (date and time) and the replies to queries will be published on the website, which shall form part of the contract agreement.
- 4.3. Any queries received after the due date shall not be considered and no reply to such queries will be given.

5. BIDDER'S RESPONSIBILITY:

- 5.1. Eligible and willing agencies are advised to visit the Port premises to get an onsite assessment of the proposed work on any working day between 10.00AM to 04.00PM after taking prior permission from the Chief Medical Officer, V.O.Chidambaranar Port Trust, Tuticorin - 628 004.
- 5.2. Applicants may be a National or international firm / Company / Non-profit Organization or any combination of these in the form of Consortium managed by a single lead advisor. The maximum number of the members in the consortium is limited to three. The Applicant must have a fully functional coordinating Office in India and should submit documentary proof towards the same like GST registration etc.
- 5.3. V.O. Chidambaranar Port Trust will not reimburse any costs or expenses incurred by the tenderer in connection with the preparation or delivery of this tender, including cost and expenses related to visit the site.
- 5.4. The Bidder shall submit a declaration as provided in the Annexure - 15 of the bid document that the Bidder has not been blacklisted or debarred in the last 3 year
- 5.5. s from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organisations in India prior to the submission date of tender mentioned in the NIT and has accepted to all the Terms and conditions stipulated in the tender document. The same shall be uploaded along with the bid document in the E-tender portal.
- 5.6. The technical bid should contain the papers to fulfill all the eligibility criteria, certificates of experience, satisfactory performance certificates, undertaking as per instructions.
- 5.7. Financial bid should contain the rates quoted for the services to be provided as per the instructions given in this tender document.
- 5.8. There should not be any alteration in the conditions of the tender. If the same is found, then the bid shall be considered invalid.

6. CORRECTION / VARIATION:

- 6.1 All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.

- 6.2 The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same will be rejected.
- 6.3 The bidder's proposal is deemed to include all prices for the Scope of Work specified in **Section VII** of the bid document and no arithmetical correction or price adjustments are allowed.
- 6.4 Tender should be complete in all respects for taking a decision immediately on opening of the tender.

7. TRANSFER OF BID DOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

8. ADDENDA / CORRIGENDA:

- 8.1 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, <https://etenders.gov.in/eprocure/app> and V.O.Chidambaranar Port Trust website www.vocport.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.
- 8.2 Any person who has downloaded 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 <https://etenders.gov.in/eprocure/app> and V.O.Chidambaranar Port Trust website www.vocport.gov.in and Central Public Procurement Portal (CPPP) of Government of India, website : www.eprocure.gov.in.
- 8.3 Bidders are requested to visit <https://etenders.gov.in/eprocure/app> and V.O.Chidambaranar Port Trust website www.vocport.gov.in and Central Public Procurement Portal (CPPP) of Government of India, website : <https://etenders.gov.in/eprocure/app> and note the amendments before

submission of offer.

- 8.4 Any ignorance on the part of the firms in not seeing the website will not be an excuse. V.O. Chidambaranar 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
- 8.5 TIA 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 V O C Port.
- 8.6 TIA reserves the right to reject all or any offer in whole, or in part, without assigning any reason thereof.

9. INCOMPLETE DETAILS AND CANVASSING:

The V O C Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

10. BID SUBMISSION

- 10.1 Such of the registered bidders, who intend to bid, are required to download, and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of this filled up bid document shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. Tenderers are required to sign their bids online using Class III - Digital Certificates only
- 10.2 The bid follows two cover system and bidders are required to submit Technical Bid - techno commercial / qualification details in **Part-I** and Financial Bid separately in **Part-II** electronically. Both shall be submitted simultaneously. The Technical bid should not contain the financial bid.
- 10.3 Both **Part-I** and **Part-II** bid documents are required to be submitted only through the above-mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

10.4 Tenderer should not furnish any ambiguous or vague information in the tender. If unworkable rates/change in rates or withdrawal of offer within the initial validity period is done, EMD will be forfeited without prejudice to V.O. Chidambaranar Port Trust rights.

10.5 Tender incomplete in any way will be rejected outright. Similarly, conditional Tenders will also be rejected outright.

10.6 Technical Bids will be scrutinized, by the Tender Evaluation Committee as constituted by the Chief Medical Officer, V.O. Chidambaranar Port Trust to check all requisite and relevant documents and their authenticity. The Tenderers, whose Technical Bids are accepted will be informed about the date and time of opening of Financial Bids.

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

10.8 A formal contract agreement shall be executed by the successful bidder with TIA in a non-judicial stamp paper with a value not less than Rs.100/- as per format in **Annexure 21** In this contract, the successful tenderer shall be defined as Transaction Advisor (TA). Stamp value will be paid by the Tenderer.

10.9 Submission of RFP: The bidders shall submit documents as under:

- a. Technical 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, V.O.Chidambaranar Port Trust should be uploaded on <https://etenders.gov.in/e procure.gov.in>:

10.10 Before opening of the Bid, the Chief Medical Officer, V.O.Chidambaranar 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 VOC Port Trust.

11 . EARNEST MONEY DEPOSIT (EMD):

11.1 Earnest Money Deposit shall be Rs.1,00,000/- which should be deposited in V.O.Chidambaranar Port Trust Tuticorin, account as mentioned below through

RTGS or NEFT, receipt copy of the same should be uploaded online as part of the technical bid Documents.

Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
Name of the branch	Harbour Branch
IFSC	IOBA0000143
Account Number	014301000000001
Type of Account	Savings Account
Beneficiary's Name	V.O.Chidambaranar Port Trust

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 <https://etenders.gov.in/eprocure/app> as per **Annexure 2**. The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.

11.2 The refund of EMD shall be made only to the bank account from which the EMD was remitted for the purpose of the respective tender.

11.3 The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.

11.4 If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ blacklisted for a period of three years.

11.5 No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.

11.6 Any bidder who is claiming exemption from payment of EMD based on any Central / State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Annexure 3**

11.7 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.

11.8 The Earnest Money Deposit will be refunded to the successful Tenderers within 30days from the date of signing the contract agreement and on the deposit of Performance Security amount by them.

11.9 The Earnest Money Deposit of the unsuccessful Tenderers would be returned on execution of the agreement by the successful Tenderer or within 30days after the expiry of the bid validity, whichever is earlier.

11.10 The Earnest Money Deposit of the successful Tenderer may, at the discretion of Tender Inviting Authority, be adjusted towards the Performance Security payable by him.

11.11 The EMD will be forfeited if the Tenderer withdraws their bid during the period of bid validity of 180 days.

11.12 The EMD will be forfeited, if the successful Tenderer fails to execute the contract agreement and deposit the Performance Security within the stipulated time.

12. UPLOADING OF BID DOCUMENTS

12.1 The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and the Port will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.

12.2 The terms of the Tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E-tender portal.

13. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE E-TENDER

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.

In order to file an error-free tender, the bidders may make use of the list of qualification documents to be uploaded as provided in the **Annexure-24** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

14. BID OPENING:

14.1 The **Part I - Technical Bid** containing the Techno-commercial Documents mentioned in **Annexure-4** and all other Documents related to technical qualification uploaded by the Bidders will be opened online on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.

14.2 The Technical Bids will be evaluated by the Tender Evaluation Committee and on approval of the competent authority, the list of technically pre-qualified bidders will be published in the VOCPT website. Any clarification on technical evaluation required from the V.O.Chidambaranar Port Trust shall be submitted within 7(seven) working days only, after this period, no submissions would be entertained. Also, the bidder may view the opening status online itself.

14.3 Financial bids of only those bidders, whose bids are found technically qualified by the tender evaluation committee, will be opened in the presence of the vendor's representatives subsequently later for further evaluation.

14.4 Authorized representative of each of the **TA/Consortium /Sole Firm** would be permitted to be present at the time of aforementioned opening of the bids at their own risks and costs.

14.5 The authorized representative of bidders present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

14.6 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 penalized by forfeiting its EMD.

15 PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

16. EXPENSES INCURRED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the technical bid / price bid or at any other time.

17.CANCELLATION OF TENDER:

Notwithstanding anything specified in this tender document, VOCPT in their sole discretion, unconditionally and without having to assign any reasons, reserves the rights:

- (i) To accept or reject lowest tender or any other tender or all the tenders.
- (ii) To accept any tender in full or in part.
- (iii) To reject the tender offer not confirming to the tender terms.
- (iv) Conditional Tenders and Unsigned Tenders will also be rejected

18. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

Chief Medical Officer,
Medical Department,
V.O. Chidambaranar Port Trust,
Tuticorin - 628 004, India.
Phone: 0461 - 2372709, 2372700
Fax : 0461 - 2354276
E-mail:cmo@vocport.gov.in
website: www.vocport.gov.in

SECTION- IV

QUALIFICATION CRITERIA FOR THE BIDDERS

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows

Minimum Qualification Criteria (MQC)

1. Technical Capability*

1.1. Experience:

- a) The bidder (applicant or member of consortium) should have the experience of providing Transactional Advisory Services for at least ten years in Health sector.
- b) The bidder (applicant or member of consortium) should have completed one PPP consultancy project in the last five years in health sector with central/State Government/any government Agency of local body.
- c) The bidder (applicant or member of consortium) shall have the experience of providing Consultancy services / Transaction Advisory services for development / establishment of at least one multi-specialty hospital of a minimum of 150 beds under PPP establishment .

1.2 Key Personnel (Team Members)

The number of members under the team shall be 6 including Team Leader and the desired qualifications shall be as stated below.

The Team shall consist of the following Key personnel throughout the tenure of the project period, **unless certain compelling factors, acceptable to the Tender Inviting Authority, allow for substitution of a key personnel midway through the tender.**

i. Healthcare Delivery Expert

MBBS with MHA/PGDHM(2 years full time or equivalent program in Hospital Management/Administration) with minimum of 10(ten) years' experience in Hospital Operation and planning required.

He/she should have worked as a Health care expert on at least 2(two) projects in the Health Sector.

ii. Architect

B.Arch. or equivalent with Hospital planning experience of minimum 2(two) years.

He/She should have worked as an Architect on at least 2 (two) projects in the Health Sector.

iii. **Finance Expert**

(CA/MBA-Finance or equivalent ICWA) with a minimum of 5(five) years' experience in Health (Preferably in Hospital) projects.

He/She should have worked as a Finance Expert on at least 2 (two) PPP projects in infrastructure preferably in the Health Sector of no less than Rs. 400Crore.

iv. **PPP Expert**

(CA/MBA-Finance or equivalent) with a minimum of 5(five) years' experience in Health (Preferably in Hospital) projects.

He/She should have worked as a PPP Expert on at least 2 (two) PPP projects in infrastructure preferably in the Health Sector of no less than Rs. 400Crore.

v. **Legal Expert**

LLB(or equivalent) with a minimum of 5(five) years' experience.

He/She should have worked as a Legal expert on at least 2 (two) PPP projects preferably in the Health Sector leading to signing of concession agreement.

vi. **Contract Management Expert:**

MBA with a minimum of 5 yearsofexperience of contract management with at least two projects in the Health sector.

* **Note**

1. The Team Leader must be either (a) Healthcare Delivery Expert or (b) PPP Expert. The Team Leader must be a permanent employee of the firm
- 2a. The tenderer should submit sufficient documentary evidence to establish the technical capability
- 2b. A Copy of the 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 for completed projects should be submitted.
- 2c. *“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.”*

3. Any substitution of the Team member due to transfer should be with prior approval of the Tender Inviting Authority. Such substituted personnel should have the eligibility as required for respective category.

2. *Financial Capability:

Average Annual Financial Turnover from Transaction consultancy services during the last three years, ending 31st March of the previous financial year, previous to publication of NIT should be at least of Rs **25 Lakhs**.

The details of which shall be furnished by the bidder in the **Annexure 5**.

The bidder shall furnish the audited financial statements, including Profit & Loss account details for the last three years, certified by Chartered Accountant to reckon the Annual Financial turnover, in the name of the firm or company.

If the bidder is not able to furnish the audited financial statements for the latest financial year required, 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.

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, 2021**.

SECTION V
SUBMISSION REQUIREMENTS & EVALUATION OF THE BIDS

SUBMISSION REQUIREMENTS

1. Technical Bid Submission

1.1. The Tenderer should upload copies of the following documents as part of **Technical Bid**. All documents should be signed, serially numbered and sealed by the Tenderer on each page before uploading. Tenderers are required to sign their bids online using **Class III - Digital Signature Certificates (DSC) only**, Contractors are advised to obtain the same at the earliest

The **Financial bid** should not be submitted along with Technical bid. The tenderer should upload the scanned document with proper resolution.

1.2. Copy of contract agreement / work order along with endorsed completion certificate mentioning the work order value with the extended value if any issued by the party with whom the contract has been entered for with similar qualifying requirements mentioned in MQC.

1.3. The Tenderer shall also furnish declaration in the format given in **Annexure-15** declaring that the Tenderer accepts all Tender terms, not blacklisted and non-convicted since last three years.

1.4. For any further clarifications / queries on e-Tendering, the Chief Medical Officer, V.O. Chidambaranar Port Trust, Tuticorin - 628 004, can be contacted.

Telephone : 0461-2372709 / 2372700

FAX : 0461-2354276

e-mail : cmo@vocport.gov.in

Other Documents to be uploaded along with in Technical Bid:

1.5. Documentary evidence for the constitution of the company / Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the board of the Company duly self-certified.

- 1.6. Authorization letter nominating a responsible person of the Tenderer to transact the business with the Tender Inviting Authority should be mentioned as per the format in **Annexure-17**.
- 1.7. Average Annual Financial turnover during the last three years **i.e. 2018-19, 2019-20 & 2020-21** in the format given in **Annexure-7** duly certified by the Chartered Accountant.
- 1.8. Tenderer shall furnish Mandate Form (**Annexure -8**).
- 1.9. Copy of the PAN card
- 1.10. Copy of Income Tax Returns for the last three financial years, Profit & Loss Account details along with Company's Balance sheets duly certified by the auditors for the corresponding three financial years.
- 1.11. Copy of Certificate of Incorporation / Registration of the lead member of TA / Consortium / sole firm.
- 1.12. Pre-Contract Integrity Pact (100 Rs Stamp Paper) as per **Annexure- 18**
- 1.13. No physical submission is required, the above documents should be scanned and submitted online only
- 1.14. 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. Such tenders shall be rejected by TIA.
- 1.15. Documentary Proof for fully functional office at India like GST Registration etc. (**Annexure 16**)
- 1.16. Bidder's self evaluation of technical scoring as per **Annexure 23**

2. Financial Bid Submission

Financial Bid has to be uploaded online only as prescribed in **Annexure-5**. No Financial bid should be submitted manually. The Tenderer shall quote firm price in their offer without which, their offer will be rejected

EVALUATION

Scoring Criteria

1. The format of the Request for Proposal to be submitted by the bidder for technical evaluation is provided as **Annexure - 4**
2. Selection process would involve short- listing of bidders on technical evaluation based on marks scored by the bidders on each of the criteria as provided under **Annexure - 20**
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).
4. The applicants scoring 60 and above would be **short-listed** for next round for selection
5. 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 the Quality Cost-Based Selection (QCBS) basis instead of lowest financial bid.**

Technical score (Ts) is calculated as T / T_{high}

where,

T = the total Technical score awarded to the bid

T_{high} = Highest Technical score achieved by a short- listed bidder

Financial Score (Fs) is evaluated as F_{min} / F

Where

F = Quoted Price

F_{min} = the lowest of all Quoted prices among shortlisted bids

Highest technical marks will get the highest score. Lowest financial quote will get the highest score and rest of the bidder will get marks in proportionate to their financial quote.

Example:

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

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 bidders will get marks in proportion to their financial quote.”

Combined Score and Final Evaluation

As per (Rule 192 of GFR 2017), a Combined Score (Cs) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid.

70% weightage will be given to the Technical proposal (Tw) and 30% weightage will be given to Financial proposal (Fw).

Accordingly, the combined score will be

$$C_s = [T_s \times T_w] + [F_s \times F_w]$$

The bid with the highest Combined Score (Cs) among the short-listed bids shall be the most advantageous bid.

6. The V.O.Chidambaranar 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.
7. Decision of the V.O.Chidambaranar Port Trust on selection of the organization / consortium through this bidding process is final.
8. Upon final selection, the Letter of Intent (LOI) 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, V.O.Chidambaranar Port Trust for commencement of the assignments.

SECTION VI
INSTRUCTIONS TO SUCCESSFUL BIDDER

1. Letter of Intent

The Letter of Intent (LOI) will be issued to the successful bidder through e-mail / post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities. The successful bidder has to fulfil the same within 15 days from the date of issue of LOI or within the extended date as the case may be.

2. Acceptance of Tender:

- 2.1. The acceptance of the tenders will be communicated to the successful Tenderers in writing.
- 2.2. The rates of the successful Tenderers would be valid for the entire contract period.

3. Performance Security:

- 3.1. On being informed about the acceptance of the tender and before signing the agreement, the successful Tenderer shall pay the Security Deposit. The successful bidder shall deposit an amount equal to **5%** of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled commercial Bank having net-worth of above **Rs.100 crores** having its branch at Tuticorin/Chennai and encashable at Tuticorin/Chennai in the form as per specimen in the **Annexure-22** of the Bid document and the same shall be sent along with a letter from the Bank directly to the Port within 15 working days from the date of issue of Letter of Intent with a claim period of 90 days.
- 3.2. The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account details mentioned in **Section-III under Para.No.11-Earnest Money Deposit** of this bid document. However, the Port may relax the above time limit of 15 days and may extend for further period of 6(six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Letter of Intent stands cancelled automatically, and the Earnest Money Deposit will be forfeited.

3.3. In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encased by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.

3.4. The Performance Security should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

4. Letter of Award

After fulfilment of the conditions specified in the Letter of Intent, the Port shall issue Letter of Award to the successful bidder.

5. Signing the Contract Agreement

- i) The successful bidder shall be required to execute a Contract agreement at their own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure-21** of the bid document on State Government of Tamilnadu stamp paper of the value of Rs.100/- within 7 working days of the issue of Letter of Award.
- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

6. Signing of Integrity Pact

The successful Bidder shall also requires to execute an '**Integrity Pact**' in the prescribed pro-forma (only if the bid value is more than one crore) provided in **Annexure-18** of the bid document.

7. Security Deposit

Security deposit at the rate of 10% will be deducted from each running bill after adjusting the amount already deposited by the successful bidder as EMD subject to a maximum accumulation of 5% of tendered value. This security shall remain with the port till the date of completion of all contractual obligations by the

successful bidder including statutory obligations and will be refunded without any interest after adjusting any dues payable to the port /statutory authorities.

8. Debarment

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

9.TDSAnd 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.

10.Establishment of functional office:

The Applicant shall establish a full-fledged office with all the team members at Tuticorin, within a period of 15 days from the date of award of work, which shall function till acceptance of report

11. Force Majeure:

- (a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14 days (fourteen days) after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues for a maximum period of 60 (Sixty) days.
- (b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- (c) The term “Force Majeure” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome

12. Indemnification

The **Transaction Advisor** shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims ,demands ,injuries ,damages ,costs ,charges, compensation ,losses, expenses proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the **Transaction Advisor's** part to be performed under the terms and conditions of this contract or arising from any negligence of the **Transaction Advisor** ,or any of its agents ,or its employees or the person provided for the purpose of this contract or non-fulfillment /non-adherence /non-compliance of any statutory provisions which is as per law the **Transaction Advisor** is required to comply with the provisions of this section of this agreement.

13. Sub-Contracting

The contractor shall not assign, transfer, pledge or sub-contract or service awarded by the Port to any other party

14. Professional Liability

a. For slow performance or delay in the completion of work, compensation@ 0.5% per week or part thereof of the total value of contract subject to a maximum of 5% of the total value of contract/purchase as liquidated and ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished.

b. Care and diligence:

The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the VOCPT for the proper, efficient and effective execution of their duties.

15. Conflict of Interests:

The Transaction Advisor shall hold the "Employer's" interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Transaction Adviser shall promptly disclose the same to the employer and seek its instructions.

16. Penalty for non performance:

If the TA has not acted as per the terms and conditions, within the time specified in the contract or tender, a penalty at the maximum of 10% may be paid by the TA to the Port. The amount to be paid will be calculated based on the assessment on the defects and its financial loss.

SECTION-VII

Terms of Reference (TOR) for Transaction Advisory Services (TA) for Establishment of Super-Specialty Hospital at V.O.Chidambaranar Port through Public Private Partnership

BACKDROP:

- a. VOC Port Trust(VOCPT) 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 keyreform strategies adopted by the VOCPort Trust to achieve its objectives. The PPPinitiatives of the VOC Port Trust, in conformity with the National Health Policy, areintended to consolidate the strengths and utilize resources of both thepartners for improving the availability, accessibility and quality of health careservices for the entire population.
- b. VOC Port Trust (VOCPT) now intends to strengthen the healthcare infrastructure in PPP mode for greater access to quality health care services by the population at large. Accordingly, the VOC Port Trust (VOCPT) wishes to establish a Super-specialty Hospital within the VOC Port Trust Premisesthrough PPP.
- c. In this context, the VOC Port Trust (VOC PT) 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. The VOC Port Trustshall thereafter send its firm recommendation for concurrence of the selected TA for working in close coordination with VOC Port Trust Hospital and bearing overall responsibilities to achieve the deliverables for this PPP initiative within the prescribed time frame.
- d. The VOC Port Trust (VOC PT) thus intends to procure the services of an Organization or a Consortium (under the management of a single lead adviser) as TA to manage the project development component of the above initiative.
- e. 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 VOC Port Trustfor implementation of the project.

I SCOPE OF WORK AND SERVICES REQUIRED AND DELIVERABLES:

The proposed Super-specialty Hospital may be established in vacant land / building within the premises of VOCPT. The names of the health facilities considered for establishment of Super-specialty Hospitals are provided in Annexure 1.

The successful PPP operator shall also have an option to set up a suitable Medical College.

Considering the above initiative proposed by the VOC Port Trust, the scope of work for the TA shall be divided into two stages.

The TA shall be required to provide the services as described under Section -VII as per Terms of Reference (TOR) for Transaction Advisory Services (TA) for Establishment of Super-Specialty Hospital at V.O.Chidambaranar Port through Public Private Partnership with deliverable within the allocated time frame in the following two stages given below.

Stage I : To undertake a Financial Modeling, Analysis of Viability Gap Funding and PPP Structuring and SLAs Monitoring

Stage II: PPP Tender document for meeting approval of the competent Authority. Conduct Bid Process, evaluation of Bids and finalization and award of contract and appointment of Independent External Engineer through bidding process.

II SERVICES REQUIRED AND DELIVERABLES:

Stage 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) 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 and Report 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.

Stage II Bid Process Management

On approval of the reports submitted above by the TA, the TA is required to work with VOC 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 Ports, Shipping and Waterways (MoPSW)**
- o To prepare 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 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.
- o Appoint an Independent External Engineer through bidding process.

III REPORT SUBMISSION AND PRESENTATIONS BY THETA:

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 VOC Port Trust and the Steering Committee of the VOC Port Trust for decision making purposes.

1. Report for stage I (First Report)

It is essential that all the components described are included in the appropriate sections of the report. The report for the study undertaken under stage 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 stage 1 as described. 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

- o Context
- o Executive
- o Summary project

- Background
- Approach and methodology for the project structuring

Section I

- ☐ Strategic Objective of the VOCPort 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

- ☐ Timeline for completion of the project and establishment of the facilities

Section V

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

2. Report for Stage II (Second Report)

Reports/Templates/Formats relating to all the deliverables covered under PPP Procurement as described under stage IB 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. This will however include the following reports:

- Tender Documents for Hospital (RFQ, RFP, DCA)

- o Cost Estimates Of The Project incorporated as part of tender document
- o Contract Document between the VOC 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
- o A Recommendation report by the TA to VOC Port Trust based on its finding during bid conduct and evaluation of successful bidders.
- o Award of contract and selection of Independent External Engineer through bidding process.

IV. MANAGEMENT OF THE TA BY VOC PORTTRUST:

- a. The TA Team will be appointed by the VOC Port Trust. The Project In-charge (PIC) of 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 preschedule.
- b. The PIC shall establish a Project Team (Steering Committee) of VOC 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 PIC shall confirm that TA has satisfactorily completed each deliverables before invoice can be submitted by the TA for payment.
- d. The TA within two weeks of signing the contract shall submit Inception Report giving detailed work plan and assignment for each individual inthe Team.
- e. 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.
- f. 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.

V SELECTION AND REMUNERATION OF THETA:

1. 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, VOC Port Trust should be uploaded on www.eProcurement.gov.in:

For any query please contact:

The Chief Medical Officer,
VOC Port Trust, Tuticorin-4

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 online 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 4. 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 20 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 applicantsscoring60 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 5
- 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 Section V.
"Combined score and Final Evaluation".
- v. The VOC 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 therebeany.
- vi. Decision of the VOC 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, V O C Port Trust for commencement of the assignments.

2. REMUNERATION, PAYMENTS SCHEDULE AND DISBURSEMENT ARRANGEMENT

1) Remuneration and Paymentschedule

- 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 30weeks.
- b) Bidders shall be required to the financial bid as under. The prescribed format has been provided as **Annexure5**
1. The remuneration/fees of professional services as TA under these TOR including all applicable during the entire period of contract with us (30weeks 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**) excludingGST.
 2. This is a lump sum fee-based contract wherein the GST would be paid extra as per the prevalent law. **No other expense like** travel, lodging, fooding, office maintenance and office running expenses, telephone, fax, email and internet, cost for documentation, photocopies, printing and the like and all other costs for carrying out the services **etc.. 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, VOC Port Trust and the Project Team (Steering Committee) of the VOC Port Trust after which invoices may be submitted to VOC Port Trust for approval and payment as per the remuneration schedule. Payments will be made by VOC 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 VOC Port Trust.
- e) Remuneration/Fees Schedule Time

	TASK UNDERTAKEN	TIME	FEE
	Stage I: (Report I) complete report with plan of action for		

Submission of inception report giving detailed work plan and assignment for each individual in the team	Week 2	5%
Draft report for establishment of project submitted to VOC Port Trust for approval	Week 6	10%
<input type="checkbox"/> Financial Modeling		
<input type="checkbox"/> Viability Assessment		
<input type="checkbox"/> PPP Transaction Structuring		
<input type="checkbox"/> Risk Allocation		
Submission of final report for establishment of project submitted to VOC Port Trust for approval	Week 8	5%
a.Sub-Total for stage I		20%

StageII Second Part: PPP procurement		
Pre-qualification Criteria and approval- RFP & RFQ	Week 10	5%
Draft tender document incorporating minimum requirement of Super Specialty Hospital with NABH and MCI guidelines		
<ul style="list-style-type: none"> Medical facilities and requirements 	Week 12	15%
<ul style="list-style-type: none"> Financial involvement estimates and Role of Private Partner 		
<ul style="list-style-type: none"> Financial involvement estimates and Role of VOC Port Trust 		
<ul style="list-style-type: none"> 		
<ul style="list-style-type: none"> PPP Project Time line and milestones partner's Technical & Financial Qualification 		
<ul style="list-style-type: none"> Bidding Documents 		
<ul style="list-style-type: none"> Contract document, 		
<ul style="list-style-type: none"> Technical Schedule based on the information provided in the DPR prepared by VOC Port Trust, 		
<ul style="list-style-type: none"> Project Cost shall be escalated from base year till construction start date as per the assumptions discussed with VOCPort Trust 		
<ul style="list-style-type: none"> Non-Technical Schedule 		
<ul style="list-style-type: none"> Cost Estimation (Capital Expenditure and Operational) based on the recently prepared preliminary feasibility report and the previous DPR with teaching facility provided by V O C Port Trust 		
<ul style="list-style-type: none"> Investor outreach 		

Review and approval of final tender document by the competent Authority	Week 14	10%
Bid conduct and evaluation including response to pre-bid queries (Submission of Techno-Commercial Evaluation Report).		
Recommendation to VOC Port Trust for the Preferred Bidder selected after evaluation (Issuance of LOI)	Week 22	20%
Award and Signing of contract with successful bidder	Week 24	5%
Appointment of Independent Engineer	Week 30	25%
b. Sub Total of Stage II		80%
Grand Total of “a” + “b”		100%

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

CHIEF MEDICAL OFFICER
VOC PORT TRUST

VI Exit Clause:

V.O.Chidambaranar Port Trust (VOCPT) reserves the right to terminate the contract by giving **30days** notice in the event of failure in executing the contract to the entire satisfaction of V.O.Chidambaranar Port Trust (VOCPT). In case the contract is not executed to the entire satisfaction of V.O.Chidambaranar Port Trust (VOCPT), the Performance Security will be forfeited in case the TA found to be at default.

VII. 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.

VIII 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 V.O.Chidambaranar Port Trust (VOCPT) 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 TA shall agree, acknowledge and understand that V.O.Chidambaranar Port Trust (VOCPT) 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, TA 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.

IX Confidentiality

The TA shall hold confidential technical data and information supplied by the Port 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.

X 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, V.O.Chidambaranar Port Trust will reject the proposal for award if it determines that the firm has engaged in corrupt or fraudulent practices. The

Chief Medical Officer, V.O.Chidambaranar Port Trust, will declare a firm ineligible, 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.

XI Notices

- 1.1.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 **Annexure-9**.
- 1.2.A notice shall be effective when served or on the notice's effective date, whichever is later.
- 1.3.Registered communication sent to the submitted address by VOC Port shall be deemed to have been served even if it is returned with the remarks like refused left premises, locked etc.

XII. Arbitration

If any dispute or difference of any kind what so ever (the decision thereof not being otherwise provided for) shall arise between the V.O.Chidambaranar 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 V.O.Chidambaranar Port Trust. Any legal dispute shall be settled in Tuticorin jurisdiction only.

XIII Appeal

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

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

XIV.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 **30days** notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination.

ANNEXURE: 1

NAME OF HEALTH FACILITIES FOR ESTABLISHMENT

Name of health facilities for establishment of Super-Specialty Hospital through PPP

Sl.No.	Name of District	Name of the Health Facilities
1	Tuticorin	V.O.Chidambaranar Port Trust Hospital and dispensary

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 - 2

TRANSACTION DETAILS FOR REMITTANCE OF EARNEST MONEY DEPOSIT (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per Para No.11 of Section III of the bid document as follows

Sl.No	Unique Transaction Reference (UTR) No.	Date of transfer	Amount (in INR)	Uploaded page No. reference
1				

(To be in the Company letter head)

Date:.....

**DECLARATION & UNDERTAKING BY THE BIDDER WHO IS CLAIMING
EXEMPTION FROM PAYMENT OF EMD BASED ON ANY CENTRAL/STATE
GOVERNMENT CERTIFICATION**

#	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul style="list-style-type: none"> • Micro • Small Scale • Medium • Startup Company • Others
3	Whether Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<ul style="list-style-type: none"> • Service provider for services/Trader/reseller/authorized agent/distributor/manpower Services • Non MSE Bidder
4	Attach the copy of the certificate	

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit.

Declaration:

We declare that the above details are true. In case any of the details are found to be false untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

FORMAT FOR REQUEST FOR PROPOSAL AND TERMS OF REFERENCE

Format for request for proposal and terms of reference for Transaction Advisor for establishment of Super-Specialty hospital in V.O.Chidambaranar Port Trust through PPP

- 1) Name of the Organization:
(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 one project / assignment 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 2021, informing of the turnover of the organization/lead member of the consortium

- 5) Profile of Key Personnel of the Team to be engaged for this assignment (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 Tamilnadu.

Documents to be enclosed

- i. Declaration that the organization/member of the consortium has not been barred by Government of India or V.O. Chidambaranar Port Trust for participation in any project.
- ii. Copy of audit reports for last three financial year ending March,2021.
- iii. Copy of Registration of the Organization or Article of Association & 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.

Signature:

Name in full:

Designation:

Date:

Authorized Signatory
(With Company Seal & Signature)

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

To

The Chief Medical Officer
V O C 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 V O C Port Trust Hospital, Tuticorin through Public Private Partnership (PPP)

DESCRIPTION	AMOUNT IN FEES
With referenceto your advertisement dated _____for engagement of Transaction Advisor for establishment of super-specialty hospitals in the V O C Port Trust Hospital we offer to undertake the work for implementation of this project during the entire period of contract with us (30weeksOR completion of the project, whichever is later, from the date of signing the contract)	Lump sum fees of Rupees (Rs) _____(both in figures and words) excluding GST

*GST will be paid at applicable rates

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

LETTER OF PROPOSAL
(On Applicant's letter head)

(Date and Reference)

To

The Chief Medical Officer,
V.O.Chidambaranar Port Trust,
Tuticorin - 628004

Sub: Appointment of Transaction Advisors for Establishment of Super-Specialty hospital in V.O. Chidambaranar Port through Public Private Partnership

Dear sir/madam,

With reference to your RFP Document dated, I/We, having examined the RFP Document and 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 EMD of Rs. _____ (Rupees. _____ only) in the form of RTGS/NEFT payment slip is attached, in accordance with RFP 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 Nomination of Authorized Representative in favour of the authorized signatory to sign and submit this proposal and documents is attached herewith in Annexure 17
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 extent 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 separately. 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)

ANNUAL FINANCIAL TURNOVER STATEMENT

The Annual Financial Turnover of M/s. _____
 for three financial years immediately preceding the original schedule tender
 opening date i.e. -----, **2022** are given below and certified that the statement is true
 and correct.

Sl.No.	Financial Year	Turnover in Crores (Rs.)
1.	2018 - 19	
2.	2019 - 20	
3.	2020 - 21	
<hr/>		
Total -		Rs. _____ Crores.

Average turnover per annual - Rs. _____ Crores.

Date:

Signature of Auditor/Chartered Accountant

Seal:

(Name in Capital)

MANDATE FORM

01	Company Name	
02	Postal Address of the company with Telephone No., Fax No. Mail I.D.	
03	Name of the Managing Director / Director / Manager Mobile No. / Phone No. E-mail I.D.	
04	Name and Designation of the authorized company official Mobile No. E-mail ID	
05	Name of the Bank . Branch Name and address. Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
06	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 V.O.Chidambaranar 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.

Date:
Place

Signature
(Name of the person signing and
designation)

Company

Seal

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.

PARTICULARS OF THE APPLICANT

1.1	Title of Consultancy:	
1.2	Title of Project:	
1.3	State whether applying as Sole Firm or Lead Member of a consortium:	
1.4	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: Name, designation and phone numbers of Authorized Signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail Address:	
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other member Firms: i. Name of the Firm: ii. Legal status and Country of incorporation: iii. Registered address and principle place of business:	
1.6	For the Applicant, (in case of a consortium, for each member), state the following information:	
	i. In case of non-Indian Company, does the company have business presence in India / (If so, provide the office address (es) in India)	Yes / No
	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	Yes/No

	five years?	
	iii. Has the Applicant, /Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No	Yes/No
	i. Has the Applicant, /Member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No	Yes/No
	ii. Has the Applicant, /any of the Members, in case of a consortium, suffered bankruptcy / insolvency in the last five years?	Yes/No
	Note: if answer to any of the questions at (ii) to (v) is Yes, the applicant is not eligible for the consultancy assignment.	
1.7	<p>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</p> <p>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.</p>	Yes/No
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, Manufacturers or suppliers for performance of the Consulting Services?</p> <p>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?</p> <p>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</p> <p>(Signature, name and designation of the Authorized Signatory) For and on behalf of</p>	<p>Yes/No</p> <p>Yes/No</p>

EXPERIENCE CERTIFICATE OF APPLICANT

Sl.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 as per prevailing rates at the time of contract for converting Dollars to Rupees. The names and Chronology of Eligible Projects included here should confirm to the project -wise details submitted in Annexure - 14.

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.

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 as per prevailing rates at the time of contract for converting Dollars to Rupees. The INR Projects can be indexed @ 5% every year till the last financial year just before the application date.**

ANNEXURE - 12

PARTICULARS OF KEY PERSONNEL (To be clubbed)

Sl.No.	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	Healthcare Delivery Expert						
2	Architect						
3	Finance Expert						
4	Legal Expert						
5	PPP Expert						
6	Contract Management Expert						

EXPERIENCE OF KEY PERSONNEL

Name of key personnel:

Designation:

Sl.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.

ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL (PROJECTS)

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.(two Projects each by each Expert) Attach single page summary containing the brief particulars of each project. Exchange Rate as per prevailing rates at the time of contract for converting Dollars to Rupees.

DECLARATION (100 Rs Stamp Paper)

To
The Board of Trustees of V O C Port

I/We and **any of the member of the consortium** M/s. _____
represented by Proprietor / Managing Partner / Managing Director having Registered
Office at _____ do declare that :

1. I/We have downloaded /obtained the tender Document(s) for the
Tender/Work, Tender Reference No: _____ from the
website _____ as per your advertisement given in the
above mentioned website.

2. We have carefully read all the Terms and conditions of Tender Document in Ref.No.
_____, from Page no. _____ to _____. “ Online tenders from
Eligible and Qualified Tenderers for Request for Proposal for engagement of
**Transaction Advisor (TA) For Establishment of Super - Specialty Hospital at
V.O.Chidambaranar Port through Public Private Partnership (PPP)**”, including
amendments/corrigendum subsequently issued by the Tender Inviting authority, if any.

3. I/We hereby unconditionally accept all conditions of the Tender in its
totality/entirety.

4. Further I/we confirm our eligibility for this tender and quoted as per the tender
condition and Governing laws of India,

5. 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.

- (i) 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.
- (ii) I/We and **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 / SemiGovt. Organizations / PSU/Private institutions/
various Banks in India or outside India.
- (iii) 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.
- (iv) 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 V.O.Chidambaranar to take further action into the matter.

Witness's
Signature: _____
Name: _____

Address: _____

Tel. No.: _____

Mobile No. _____

Date: _____

Tenderer's
Signature : _____
Name: _____

Address: _____

Tel. No.: _____

Mobile No-- _____

Date: _____

GST Registration certificate

ANNEXURE - 17

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in Rs.100/- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

The proprietor of the firm who bids has to declare the authorized representative of the company.

I/We,..... (Name) being the
(Proprietor/Partners/Karta/Managing

Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated..... (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose.

The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and

1. Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2020, between, on one hand, the Board of Trustees of V.O.Chidambaranar Port Trust acting through

Shri _____, (Name & Designation of the Officer), V.O.Chidambaranar Port Trust (hereinafter called the 'Authority', 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 'Authority' has invited bids for **"Transaction Advisory Services (TA) for establishment of Super Specialty Hospital at V.O.Chidambaranar Port through Public Private Partnership (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 'Authority' is V.O.Chidambaranar 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 **Transaction Advisory Services (TA) for establishment of Super Specialty Hospital at V.O.Chidambaranar Port through Public Private Partnership (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 'Authority' 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:
Commitments of the 'Authority'

1.1 The 'Authority' undertakes that no official of the 'Authority', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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 "Authority" 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 "Authority" 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 "Authority" with full and verifiable facts and the same is prima facie found to be correct by the "Authority" necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the "Authority" 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 "Authority" 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the “Authority” 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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the “Authority” 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 favour 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 “Authority” 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 “Authority” 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 “Authority” 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 “Authority” 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 “Authority” or alternatively, if any relative of an officer of the “Authority” 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 “Authority”

Previous Transgression

- 3.3 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.
- 3.4 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.

4. Earnest Money (Performance Security)

- 4.1 While submitting commercial bid, the TENDERER shall deposit an amount _____ (to be specified in Bid Document) as Earnest Money/Performance Security, with the “Authority” through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the “Authority” on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the “Authority” shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 4.2 The Earnest Money/Performance Security shall be valid up to a period of _____ months or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the “Authority” including warranty period, whichever is later.
- 4.3 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.
- 4.4 No interest shall be payable by the “Authority” to the TENDERER on Earnest Money/Performance Security for the period of its currency.

Sanctions for Violations

- 4.5 Any breach of the aforesaid provisions by the TENDERER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the “Authority” 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 Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the “Authority” and the “Authority” 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 “Authority”, 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 “Authority” 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 “Authority” 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 “Authority” resulting from such cancellation/rescission and the “Authority” 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 “Authority”.
- (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 “Authority” with the TENDERER, the same shall not be opened.

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

4.6 The “Authority” will be entitled to take all or any of the actions mentioned at para 6.1(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.

- 4.7 The decision of the “Authority” 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 “Authority”, if the contract has already been concluded.

6. Independent Monitors

- 6.1 The “Authority” 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:
Shri. Radhakrishna Kini .A, IPS (Retd)

Ramjaipal NagarGola Road PS,
Rupaspur,
Patna- 801503.
Mob No- 99717 22727
e- mail ID- arvkini2004@yahoo.co.in

- 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 “Authority”.
- 6.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the “Authority”, 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 “Authority” 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 “Authority” within 8 to 10 weeks from the date of reference or intimation to him by the ‘Authority / 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 “Authority” 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 “Authority”.

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 “Authority” 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 _____

“Authority”

TENDERER

Name of the Officer
Designation

CHIEF EXECUTIVE OFFICER and

Witness

1. _____

2. _____

Witness

1. _____

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.

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 will 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.

3. In addition to 1 & 2 a power point presentation on the proposed implementation of the project proposal should be prepared.

EVALUATION OF DOCUMENTS SUBMITTED BY THE APPLICANTS

Evaluation of Documents submitted by the applicants for Transaction Advisory Services for establishment of Super-specialty hospital in VOC Port Trust.

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 TA services for last ten years in health sector.	a) Projects on PPP for development /establishment and operationalization of Multispecialty / Super specialty Hospital with a minimum of 150 Beds 1project:4 marks 2Projects:8 marks >2 Projects:10marks	10	
	b) Projects on PPP for development /establishment and operationalization of Multispecialty / Super specialty Hospital more than 500 Beds In addition to above the applicant shall get 1project:3 marks 2Projects:5 marks >2 Projects:10 marks	10	
	c)Projects on PPP with central/State Government/any government Agency of local body in the last 5 years in health sector Minimum 1 project : 5 marks Then 1 mark for each additional project subject to a maximum of 15 marks in total.	15	
Note: Ongoing Projects may be considered only if RFP has been released after the authority's approval. 25% marks for respective project shall be given and in case the project has been successfully awarded to the bidder. 100% marks shall be given for such project. The client certificate must be enclosed for successful award of the project or corresponding payment receipt (atleast 25% payment) certificate by Chartered accountant for ongoing projects as the case may be.			
	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 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>a. Healthcare Delivery Expert</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> <ul style="list-style-type: none"> • Two Completed Health Project -4 marks • More than two completed Health Projects - 7 marks • 	15	
	<p>b. PPP Expert:</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> <ul style="list-style-type: none"> • Two Completed Health Project 2 marks • More than two completed Health Projects 4 marks <p>(if completed projects are Hospital project, additional 1 mark would provided for each Hospital projects)</p>	12	
	<p>c.Architect:</p> <p>2-3 years 2 marks >3-5 years 3 marks >5 years 4 marks</p> <p>In addition to above the expert shall get:</p> <ul style="list-style-type: none"> • More than two completed Health Projects - 1 marks 	5	
	d.Legal Expert:	8	

	5-7 years 2 marks >7-10 years 3 marks >10 years 4 marks In addition to above the expert shall get: <ul style="list-style-type: none"> Two Completed Health Project 2 marks More than two completed Health Projects 4 marks 		
	e.Finance Expert 5-7 years 2 marks >7-10 years 4 marks >10 years 6 marks In addition to above the expert shall get: <ul style="list-style-type: none"> Two Completed Health Project 2 marks More than two completed Health Projects 4 marks 	10	
	f.Contract Management Expert: 2 Projects 6marks 3 Projects 8 marks >3 Projects 10 marks	5	
	Total (B) (a+b+c+d+e+f)	55	
C.FINANCIAL TURN OVER	Select any one response	Total Marks	Marks obtained
Average Annual turnover of the organization/lead member of the Consortium in aggregate of three financial years ending March 2019	25 - 50 Lakhs 5 marks 50 lakhs -1 Crore 7 marks 1 crore 10 marks	10	
	Total (C)	10	
	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 the Quality Cost-Based Selection (QCBS) basis instead of lowest financial bid.**

Technical score (Ts) is calculated as T / T_{high}

where,

T = the total Technical score awarded to the bid

T_{high} = Highest Technical score achieved by a short- listed bidder

Financial Score (Fs) is evaluated as F_{min} / F

Where

F = Quoted Price

F_{min} = the lowest of all Quoted prices among shortlisted bids

Highest technical marks will get the highest score. Lowest financial quote will get the highest score and rest of the bidder will get marks in proportionate to their financial quote.

1. Combined Score and Final Evaluation

As per (Rule 192 of GFR 2017), a Combined Score (Cs) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid.

70% weightage will be given to the Technical proposal (Tw) and 30% weightage will be given to Financial proposal (Fw).

Accordingly, the combined score will be

$$C_s = [T_s \times T_w] + [F_s \times F_w]$$

The bid with the highest Combined Score (Cs) among the short-listed bids shall be the most advantageous bid.

CONTRACT AGREEMENT

This AGREEMENT made this.....day of, 2020 (two thousand twenty) between the Board of Trustees of V.O.Chidambaranar Port Trust, a Body Corporate under Major Port Trusts Act, 1963 (herein after called the "Board" which expression shall, unless excluded by, or repugnant to the context be deemed to include the successors in office) on the one part and (hereinafter called the "Transaction Advisor" which expression shall, unless excluded by, or repugnant to the context be deemed to include his hires, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS, the Board of Trustees of V.O.Chidambaranar Port Trust is desirous of selection of "Transaction Advisory Services (TA) for establishment of Super Specialty Hospital At V.O.Chidambaranar Port through Public Private Partnership (PPP) hereinafter called "the works".

WHEREAS the Tenderer has furnished a sum of Rs.1,00,000/- (Rupees Fifty thousand only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Performance Security deposit as stipulated in the bid document and the Security deposit will be collected by deductions from the monthly running bills, at the rates mentioned therein for the due fulfillment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. The Letter of Acceptance issued by the Authority.
- b. The Notice Inviting Tender
- c. The tenderer's bid including enclosures, annexure, etc.
- d. The Terms and Conditions of the Contract
- e. The Schedule of Requirement
- f. The Technical Specification

- g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the Tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

WHEREAS the tenderer hereby agrees to complete all the work as specified in **Section VII** , Scope of Work of the tender document without any deviation and in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written. **IN WITNESS** where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

V.O.Chidambaranar Port Trust

Signed and sealed by

The Contractor in the Presence of

Witness with Signature

1.Name & Address

2. Name &Address

FORM OF BANK GUARANTEE

(For Performance Security)

In consideration of the Board of Trustees of V.O.Chidambaranar Port Trust (herein after called as “ Port”) represented by its, having agreed to exempt.....(hereinafter called “Contractor”) from the demand, under the terms and conditions of Contract awarded with No..... on.....made between the Board and the Contractor for the **“Transaction Advisory Services (TA) for Establishment of Super - Specialty Hospital at V.O.Chidambaranar Port Trust through Public Private Partnerships (PPP)”**. (herein after called “Agreement”) of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupeesonly).

We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceedingRs...../-(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

- i) We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
2. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
3. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. This Bank Guarantee shall be valid upto ----- (Period). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period and that it would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.
3. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
5. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing

Dated the ----- day of -----month of 20 ----- at-----

Yours faithfully,

Signature of the applicant with stamp:

Name in full:

Designation

Date:

BIDDERS SELF EVALUATION OF TECHNICAL SCORING OF MARKS

NAME OF THE ORGANISATION/CONSORTIUM

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 TA services for last ten years in health sector.	a) Projects on PPP for development /establishment and operationalization of Multispecialty / Super specialty Hospital with a minimum of 150 Beds 1project:4 marks 2Projects:8 marks >2 Projects:10marks	10	
	b) Projects on PPP for development /establishment and operationalization of Multispecialty / Super specialty Hospital more than 500 Beds In addition to above the applicant shall get 1project:3 marks 2Projects:5 marks >2 Projects:10 marks	10	
	c)Projects on PPP with central/State Government/any government Agency of local body in the last 5 years in health sector Minimum 1 project : 5 marks Then 1 mark for each additional project subject to a maximum of 15 marks in total.	15	
Note: Ongoing Projects may be considered only if RFP has been released after the authority's approval. 25% marks for respective project shall be given and in case the project has been successfully awarded to the bidder. 100% marks shall be given for such project. The client certificate must be enclosed for successful award of the project or corresponding payment receipt (atleast 25% payment) certificate by Chartered accountant for ongoing projects as the case may be.			
	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 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>a. Healthcare Delivery Expert</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> <ul style="list-style-type: none"> • Two Completed Health Project -4 marks • More than two completed Health Projects - 7 marks • 	15	
	<p>b. PPP Expert:</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> <ul style="list-style-type: none"> • Two Completed Health Project 2 marks • More than two completed Health Projects 4 marks <p>(if completed projects are Hospital project, additional 1 mark would provided for each Hospital projects)</p>	12	
	<p>c.Architect:</p> <p>2-3 years 2 marks >3-5 years 3 marks >5 years 4 marks</p> <p>In addition to above the expert shall get:</p>	5	

	<ul style="list-style-type: none"> • More than two completed Health Projects - 1 marks 		
	d.Legal Expert: 5-7 years 2 marks >7-10 years 3 marks >10 years 4 marks In addition to above the expert shall get: <ul style="list-style-type: none"> • Two Completed Health Project 2 marks • More than two completed Health Projects 4 marks 	8	
	e.Finance Expert 5-7 years 2 marks >7-10 years 4 marks >10 years 6 marks In addition to above the expert shall get: <ul style="list-style-type: none"> • Two Completed Health Project 2 marks • More than two completed Health Projects 4 marks 	10	
	f.Contract Management Expert: 2 Projects 6marks 3 Projects 8 marks >3 Projects 10 marks	5	
	Total (B) (a+b+c+d+e+f)	55	
C.FINANCIAL TURN OVER	Select any one response	Total Marks	Marks obtained
Average Annual turnover of the organization/lead member of the Consortium in aggregate of three financial years ending March 2019	25 - 50 Lakhs 5 marks 50 lakhs -1 Crore 7 marks 1 crore 10 marks	10	
	Total (C)	10	
	Grand Total (A+B+C)	100	

CHECK LIST

(Mandatorily To be attached at the starting of the Technical bid.)

Sl No	Technical Bid	yes/no	uploaded page	Reference number
1	ANNEXURE 1 NAME OF HEALTH FACILITIES FOR ESTABLISHMENT			
2	ANNEXURE 2 DETAILS FOR REMITTANCE OF EMD			
3	ANNEXURE 3 EXEMPTION FROM PAYMENT OF EMD			
4	ANNEXURE 4 FORMAT FOR REQUEST FOR PROPOSAL AND TERMS OF REFERENCE			
5	ANNEXURE 5 FORMAT FOR SUBMISSION OF FINANCIAL BID-			
6	ANNEXURE:6LETTER OF PROPOSAL			
7	ANNEXURE 7ANNUAL FINANCIAL TURNOVER STATEMENT			
8	ANNEXURE 8 MANDATE FORM			
9	ANNEXURE 9PARTICULARS OF THE APPLICANT			
10	ANNEXURE 10 EXPERIENCE OF APPLICANT			
11	ANNEXURE 11ELIGIBLE ASSIGNMENTS OF THE APPLICANT			
12	ANNEXURE 12PARTICULARS OF KEY PERSONNEL			
13	ANNEXURE: 13EXPERIENCE OF KEY PERSONNEL			
14	ANNEXURE 14ELIGIBLE ASSIGNMENTS OF KEY PERSONNEL(TWO PROJECTS)			
15	ANNEXURE 15DECLARATION (100 RS STAMP PAPER)			
16	ANNEXURE 16GST REGISTRATION CERTIFICATE			
17	ANNEXURE:17NOMINATION OF AUTHORISED SIGNATORY-			
18.	Copy of the PAN card			
19	Copy of Income tax return for the last 3 financial years			
20	Copy of certificate of incorporation /registration of the lead member of TA/consortium /sole firm.			

