

**MEDICAL SUPERINTENDENT
SHRI VINOBA BHAVE CIVIL HOSPITAL**



**REQUEST FOR PROPOSAL CUM QUALIFICATION
FOR
SETTING UP OF MEDICAL COLLEGE IN DADRA & NAGAR HAVELI
IN PPP MODE**

September 2015

**Medical Superintendent
Shri Vinoba Bhave Civil Hospital
Dadra & Nagar Haveli
Silvassa**

DISCLAIMER

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Shri Vinoba Bhave Civil Hospital (“SVBCH”), UT Administration of Dadra and Nagar Haveli or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the SVBCH to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the SVBCH in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SVBCH its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SVBCH accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

SVBCH, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Proposal Stage.

SVBCH, its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

SVBCH may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issuance of this RFP does not imply that SVBCH is bound in any manner whatsoever to

select a Bidder or to appoint the Selected Bidder for the Project and SVBCH reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Selected Bidder may be required to acknowledge in the Concession Agreement that he has not relied on or been induced to enter into such agreement by any representation or warranty, save as expressly set out in such an agreement.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SVBCH or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and SVBCH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

SVBCH, its employees and its advisors undertake no obligation to provide the Bidder(s) with any additional information or update this RFP and reserve the right, at any time and without notice, to change or modify the procedure for bidding, terminate or enter into negotiations on any part of or the entire Bidding Process.

This RFP has not been filed, registered or approved in any jurisdiction. Bidder(s) of this RFP, should inform themselves of, observe and comply with all applicable legal requirements.

GLOSSARY

Bank Guarantee	As defined in Clause 3.21.1
Bidders	As defined in Clause 2.1.1
Bidding Documents	As defined in Clause 1.1.9
Proposal Due Date	As defined in Clause 1.2.3
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.5 and Clause 3.21
Concession	As defined in Clause 1.1.6
Concessionaire	As defined in Clause 1.1.4
Conflict of Interest	As defined in Clause 2.1.2
LOA	As defined in Clause 4.16.1
Member	Member of a Consortium
PPP	Public Private Partnership
Project	As defined in Clause 1.1.1
Proposal (s)	As defined in Clause 1.1.9
Proposal Validity Period	As defined in Clause 1.2.3 and Clause 3.18.1
Re. or Rs. or INR	Indian National Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 1.2.6
UT Administration Sponsored	
Student Seats	As defined in Clause 1.2.6

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

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**SHRI VINOBA BHAVE CIVIL HOSPITAL
SILVASSA**

1. INTRODUCTION

1.1 Background

- 1.1.1 Shri Vinoba Bhave Civil Hospital (hereinafter referred to as “SVBCH or Hospital”), has decided to undertake development of Medical College in Silvassa with an annual intake of 100 students for MBBS course (the “**Project**”) under Public Private Partnership (PPP) framework, and to undertake the bidding process for selection of the Developer to whom the Project could be awarded. The proposed Medical College shall be attached to SVBCH, which is owned and run by the UT Administration of Dadra and Nagar Haveli (hereinafter referred to as “UT Administration”)
- 1.1.2 SVBCH has also identified 14.48 acres of land in Silvassa and would be provided free of premium to the Selected Bidder for the purpose of development of the Medical College throughout the Concession period (hereinafter referred to as “Site”).
- 1.1.3 Subsequent to issue of Letter of Award to the selected Bidder for development of the Project, UT Administration shall incorporate a “Not for Profit” company under the Companies Act, 2013 (hereinafter referred as the “Authority”) for administration and management of the SVBCH, Medical College and other healthcare facilities in the UT of Dadra and Nagar Haveli.
- 1.1.4 UT Administration in the overall public interest and for better management of healthcare facilities in the UT of Dadra and Nagar Haveli, shall grant to the Authority, the land parcel constituting the Site, SVBCH, nursing college and other related infrastructure on a lease of 99 years and shall also permit the utilization of the Hospital facilities by the Medical College. Further, the Authority shall in turn transfer the Site by way of license to the Concessionaire for a period of 33 years.
- 1.1.5 The selected Bidder, who is either an entity eligible under MCI guidelines to develop and operate a medical college or undertakes to incorporate itself as such prior to execution of the concession agreement (the “**Concessionaire**”), shall be responsible for design, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long term concession agreement (the “**Concession Agreement**”) to be entered into between the Concessionaire and the Authority in the form provided by the SVBCH as part of the Bidding Documents pursuant hereto. Further a Memorandum of Understanding shall also be executed by the UT Administration and the selected Bidder in the form provided by the SVBCH as part of the Bidding Documents pursuant hereto.

1.1.6 The draft Concession Agreement forming a part of the Bidding Documents set forth the detailed terms and conditions including the project details, scope of the services, rights and obligations of both the parties (the “**Concession**”).

1.1.7 A brief overview of the Project is provided below:

Aspects	Description
UT Administrations key objectives	<p>UT administration of Dadra & Nagar Haveli plans to upgrade the hospital to 500 bedded hospital and open a medical college in PPP mode with the following objective:</p> <ul style="list-style-type: none"> • To provide qualified manpower to the UT of Dadra & Nagar Haveli and other parts of the country. • To upgrade the medical manpower • To upgrade the manpower programme i.e. medical, paramedical and other staff • Continuous medical education
Land Availability for Medical College	<p>The Medical College is proposed to be set up on 14.48 acres plot of land at Saily, which is approximately 4 kms from the SVBC Hospital in Silvassa on PPP basis.</p>
Contribution by UT Administration	<ul style="list-style-type: none"> • UT Administration to provide land on ‘as is where is basis’ to the Private Partner on Long Term Concession of 33 years. • Run and maintain the Hospital as per the MCI Regulations and shall bear all capital & operational expenses incurred for running and management of the Hospital except payroll and other incidental expenses incurred on qualified medical teaching staff, resident doctors / students studying in Medical College • Allow qualified medical teaching staff of the Medical College to use the medical facilities for treatment of the patients in the Hospital and for training of the medical students • Upgrade and maintain the Hospital infrastructure in consonance with the MCI Regulations • Endeavour to maintain at all times during the Concession Period, the minimum occupancy level of the Hospital in accordance with the MCI Regulations • Upgrade the Hospital facility upto 500 beds
Role of Private Partner / Transaction Structure	<ul style="list-style-type: none"> • Design, develop, finance, construct, commission, operate and maintain a Medical College with a minimum annual student intake of 100 students for medical graduate course (i.e. MBBS) as per MCI Regulations • Adhere with the MCI Regulations for construction, operation and maintenance of the Medical College • Engage, recruit and ensure availability of adequate number of qualified staff in the Medical College in compliance with the MCI

Aspects	Description
	<p>Regulations</p> <ul style="list-style-type: none"> • Ensure availability of adequate number and mix of qualified teaching doctors and also ensure that such qualified teaching doctors render clinical services at the Hospital in compliance with the MCI Regulations • Obtain and maintain the affiliation of the Medical College with the recognized University in India • Facilitate UT Administration in making application and obtaining recognition of the Medical Council of India (the “MCI”) and shall maintain and facilitate Authority in maintaining such recognition obtained, throughout the Concession Period. • Facilitate Authority in periodic inspections / review of the Hospital and / or Medical College by MCI / any other agency • Handover / transfer of Medical College at the end of the Concession period
Concession Period	33 years
Bidding Parameter	% age of seats offered by the Concessionaire as UT Administration Seats for each type of the medical education courses offered by the Medical College (“UT Administration Sponsored Student Seats”)
Fee Structure	<ul style="list-style-type: none"> • No fee, charges and deposit shall be charged / recovered from the students admitted under UT Administration Sponsored Student Seats. • Concessionaire shall have a right to collect, appropriate, demand Tuition Fee, fees towards any services or facilities such as Hostel Fee, Admission Fee, deposits and other incidental charges such as, transportation, food etc. that may be availed by the Students.
RFP Document Fees	INR 21,000 /-
Bid Security	INR 2,80,00,000 /-
Performance Security	INR 7,00,00,000 /-
Clearances/ Approvals	The SPV created by the UT Administration shall apply for Medical College to MCI. Concessionaire has to assist and facilitate the SPV in obtaining the approval from MCI
Existing facilities at Associated Hospital	<p>Existing Capacity of Hospital - 272 Beds</p> <p>OPD – Outdoor Patient Department</p> <p>IPD – Indoor Patient Department</p> <p><u>Clinical</u></p> <ul style="list-style-type: none"> • Medicine • General Surgery • Orthopaedics • Obstetrics & Gynaecology

Aspects	Description
	<ul style="list-style-type: none"> • Paediatrics • Psychiatry • Dermatology • Ophthalmology • ENT • Dental • Physiotherapy • Pathology • Microbiology • Radio-imaging • Immunization Clinic <p><u>Para Clinical</u></p> <ul style="list-style-type: none"> • Pharmacy • CSSD • Dietetics • Tele- Medicine • Medical Education • Medical Records Department • Biomedical Engineering Services

1.1.8 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or SVBCH's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by SVBCH.

1.1.9 SVBCH shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by SVBCH pursuant to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by SVBCH, and all Proposals shall be prepared and submitted in accordance with such terms.

1.2 **Brief Description of Bidding Process**

1.2.1 SVBCH has adopted a single-stage four envelope process (collectively referred to as the "**Bidding Process**"). The Bidders would be required to meet the minimum technical and financial capability criteria and qualify for undertaking the Project as set out in this RFP.

The Financial Proposal of only those Bidders that possess the minimum technical and financial capability would be opened and evaluated.

- 1.2.2 Government of India has issued guidelines (refer Appendix XI of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. SVBCH shall be entitled to disqualify the Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid and should give an undertaking to this effect in the form at Appendix I.
- 1.2.3 The Proposal shall be valid for a minimum period of 180 (one hundred and eighty) days (the “**Proposal Validity Period**”), which shall be from the date specified in Clause 3.14.1 from the date of submission of the Proposal (the “**Proposal Due Date**”).
- 1.2.4 The Bidding Documents include the draft Concession Agreement, Memorandum of Understanding (MoU) for the Project. The draft Concession Agreement, MoU and any addenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.5 A Bidder shall submit, along with its Proposal, a bid security in accordance with Clause 3.21 (the “**Bid Security**”). The Proposal shall be summarily rejected if it is not accompanied with the Bid Security.
- 1.2.6 Generally, the “**Selected Bidder**” shall be the Bidder offering the highest Percentage (%) (without any decimal) of seats offered by the Bidder in its Financial Proposal as UT Administration Sponsored Student Seats for each type of the medical education courses including Under Graduate / other PG / paramedics courses and hostel accommodation offered by the Medical College (hereinafter referred to as “**UT Administration Sponsored Student Seats**”). The Proposals of the remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section 4 of this RFP, be invited to match the Proposal submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders matches the Proposal of the highest Bidder, SVBCH may, in its discretion, invite fresh Proposals from all Bidders or annul the Bidding Process, as the case may be.
- 1.2.7 The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Concession for implementation of the Project.
- 1.2.8 Proposals are invited for the Project on the basis of offer to provide the percentage (%) of UT Administration Sponsored Students Seats throughout the Concession Period by a Bidder for implementing the Project. The Concession Period is pre-determined, as indicated in the draft Concession Agreement.

1.2.9 Further and other details of the process to be followed at the Proposal Stage and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP or amendment to Bidding Documents shall be submitted in writing or by fax and e-mail to the officer designated in Clause 3.9.1 below in the format as provided in Appendix X. The envelopes/ communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP cum RFQ for Setting up of Medical College in Dadra & Nagar Haveli in PPP Mode".

1.3 Schedule of Bidding Process

SVBCH would endeavor to adhere to the following schedule:

Sr. No	Event Description	Scheduled Date
1.	Issuance of the RFP Document	
2.	Receipt of Pre Bid Queries	
3.	Pre-Proposal meeting at SVBCH at 11:00 hours	
4.	Response to the Pre Bid Queries	
5.	Proposal Due Date at SVBCH Office (Refer Clause 3.13.5)	
6.	Opening of Envelope I and II containing Bid Security, Qualification and Other Submissions at SVBCH Office at 1200 hours	
7.	Opening of Financial Proposal	To be Informed Later

2. ELIGIBLE BIDDERS

2.1 Eligible Bidders

2.1.1 The Bidders eligible for participating in the Bidding Process shall be any 1 (one) of the following 2 (two) categories:

Type 1: A registered entity¹.

Type 2: A combination of a maximum of two (2) registered entities defined in Type 1. This shall hereinafter be referred as "Consortium".

The term Bidder used hereinafter would therefore apply to all the above mentioned types.

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2.1.2 A Bidder or Member of a Consortium should not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder or Member of a Consortium found to have a Conflict of Interest shall be disqualified. In case Bidder is a Consortium the entire Consortium shall be disqualified. In the event of disqualification, SVBCH shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to SVBCH for, inter alia, the time, cost and effort of SVBCH, including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to SVBCH hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Bidding Process, if:

- (a) a constituent of such Bidder is also a constituent of another Bidder for the Project;
- (b) such Bidder has a relationship with another Bidder for the Project, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Proposal of either or each of the other Bidder for the Project;

2.1.3 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of SVBCH in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process, unless otherwise provided for in the RFP / specifically approved in writing by the SVBCH.

¹ Registered entity is defined as a

- company incorporated under Indian Companies Act 1956/2013 as the case may be (with no commercialization) or any entity from outside India under equivalent law; or
- society registered under Society Registration Act 1860; or
- registered public trust under Indian Trusts Act 1882; or
- a charitable trust

- 2.1.4 The Bidder should submit a Power of Attorney as per the format at Appendix IV, authorizing the signatory of the Proposal to commit the Bidder.
- 2.1.5 The Bidder should form an appropriate Special Purpose Vehicle, (either a Section 8 company incorporated under the Indian Companies Act 2013 or society registered under Society Registration Act 1860) (hereinafter referred to as the “SPV”), to execute the Concession Agreement and implement the Project.
- 2.1.6 The Proposals submitted by a Consortium should comply with the following requirements also:
- (a) the number of Members in the Consortium would be limited to 2 (two) Members;
 - (b) the Proposal should contain the information required from each Member;
 - (c) the Proposal should include a description of the roles and responsibilities of both the Members;
 - (d) a Bidder who has applied for the Project in its individual capacity or as part of a Consortium cannot participate as a Member of any other Consortium applying for the Project;
 - (e) Members of the Consortium shall nominate one Member as the Lead Member (hereinafter referred to as “Lead member”) who shall have an equity or voting share of minimum 51% in the Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix V, signed by all the other Members of the Consortium;
 - (f) the Members of the Consortium shall enter into a Joint Bidding Agreement in the format as given in Appendix XII on a non-judicial stamp paper of relevant value for the purpose of submitting the Proposal. The Joint Bidding Agreement should, inter alia:
 - (i) convey the intent of the Lead Member to set up a SPV with the other Member **with shareholding pattern** in accordance with above Clause 2.1.6 (e) of this RFP. Such SPV would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of all Members of the Consortium;
 - (iii) include a statement to the effect that all the Members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Concession Agreement; and
 - (iv) clearly refer to the Project for which the arrangement is made.

A copy of the Joint Bidding Agreement duly notarized should be submitted with the Proposal. The Joint Bidding Agreement entered into between the Members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

- 2.1.7 Any entity which has earlier been barred by SVBCH or UT Administration or any other entity of Central Government / state government or Medical Council of India / any other national level government medical body/council in India from participating in a project would not be eligible to submit a Proposal, either individually or as member of a Consortium, if such bar subsists as on the Proposal Due Date.
- 2.1.8 Notwithstanding anything stated elsewhere in the RFP document, SVBCH shall have the right to seek updated information from the Bidders to ensure their continued eligibility. Bidders shall provide evidence of their continued eligibility in a manner that is satisfactory to SVBCH. The Bidders may be disqualified if it is determined by SVBCH, in its sole discretion, at any stage of the process, that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria. Supplementary information or documentation may be sought from Bidders at any time and must so be provided within a reasonable timeframe as stipulated by SVBCH.
- 2.1.9 The following conditions shall be adhered to while submitting the Proposal:
- (i) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - (ii) information supplied by the Bidders (or other constituent member if the Bidder is a Consortium) must apply only to the Bidder or Member or Associate named in the Proposal .
 - (iii) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with the Eligibility and Qualification Criteria as mentioned in Section 4; and
 - (iv) in case the Bidder is a Consortium, each Member of the Consortium should satisfy the Qualification requirements as specified in the RFP.

2.2 Credentials of Associates

- 2.2.1 In computing the Eligible Experience Criteria and Technical Capability of the Bidder/ Consortium Members under Clauses 4.4 and 4.6, the Technical Capability of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls or is controlled by, or is under the common control with such Bidder/ Consortium Member (herein referred to as the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.
- 2.2.2 In such cases, the Bidder or relevant Consortium Member shall have to provide a certificate (along with the relationship tree) stating the exact relationship with such

Associate and control, in line with the definition of 'Associate' as given above. The certificate should be as on date which is within 15 (fifteen) days prior to the Proposal Due Date. Such certificate shall be certified by the Statutory Auditor of the Bidder / relevant Member of the Consortium.

2.3 Change in composition of the Consortium

2.3.1 No change in Consortium will be allowed at any stage during the Bidding Process.

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1 General Terms of Bidding

- 3.1.1 A Bidder is eligible to submit only 1 (one) Proposal for the Project. A Bidder bidding individually or as a Member of a Consortium shall not be entitled to submit another Proposal either individually or as a Member of any Consortium, as the case may be.
- 3.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the draft Concession Agreement shall have the meaning assigned thereto in the draft Concession Agreement.
- 3.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 3.1.4 The Proposal should be furnished in the formats specified in this RFP, duly signed by the Bidder's authorized signatory.
- 3.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix IV, authorizing the signatory of the Proposal to commit the Bidder.
- 3.1.6 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix V.
- 3.1.7 The Financial Proposal should be furnished in the format at Appendix IX, clearly indicating the percentage (%) of the free Seats out of total available seats i.e. UT Administration Sponsored Student Seats in both figures and words, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the higher of the two shall be considered for evaluation.
- 3.1.8 Any condition or qualification or any other stipulation contained in the Proposal shall render the Proposal liable to rejection as a non-responsive Proposal.**
- 3.1.9 The Proposal and all communications in relation to or concerning the Bidding Documents and the Proposal shall be in English language.
- 3.1.10 The Bidding Documents including this RFP and all attached documents are and shall remain the property of SVBCH and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. SVBCH will not return any Proposal or any information provided along therewith.

3.1.11 This RFP is not transferable.

3.1.12 Any award of Concession, pursuant to this RFP shall be subject to the terms and conditions of the Bidding Documents.

3.2 Change in Ownership/ Equity Lock in

3.2.1 By submitting the Proposal, the Bidder shall be deemed to have acknowledged that it would be qualified and short-listed on the basis of Technical Capability and/or Financial Capability of the Lead Member who will own atleast 51% equity or voting rights of the Concessionaire and Technical Capability and/or Financial Capability of those of its Consortium Member who will own at least 26% of the equity or voting rights of the Concessionaire. The Bidder further acknowledges and undertakes that such Consortium Member shall continue to hold at least 26% and the Lead Member shall continue to hold atleast 51% of the equity or voting rights of the Concessionaire, as the case may be until two years after the completion of the Concession Period of the Project under and in accordance with the provisions of the Concession Agreement. However, no divestment in the Concessionaire shall be carried out either by any of the Consortium Member/Sole Bidder at any time until the completion of a period of two years after the COD (**Lock in Period**). The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder.

3.2.2 By submitting the Proposal, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of an Associate whose Technical Capability is taken into consideration for the purposes of short-listing and qualification under and in accordance with this RFP, the Bidder shall inform SVBCH forthwith along with all relevant particulars about the same and SVBCH shall disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without SVBCH being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, SVBCH shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to SVBCH hereunder or otherwise.

3.3 Number of Proposals

Each Bidder shall submit a maximum of 1 (one) Proposal in response to this RFP. Any Bidder who submits or participates in more than one Proposal, either individually or as part of a Consortium, will be disqualified and would cause the disqualification of such

consortia.

3.4 Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Bidding Process. SVBCH will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.5 Site Visit and Verification of Information

Bidders are encouraged to submit their respective Proposals after visiting the Site and/or the Hospital and ascertaining for themselves the Site / Hospital conditions, location, surroundings, access to Site / Hospital, details and review of information / documents, applicable laws and regulations, and any other matter considered relevant by them.

For the purpose of Site / Hospital visit and verification of information, interested Bidders may contact the office of SVBCH as provided in Clause 3.9.1 for coordinating their Site / Hospital visit and review of information / documents.

3.6 Acknowledgement by Bidder

3.6.1 It shall be deemed that by submitting a Proposal, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from SVBCH;
- (c) satisfied itself about all matters, things and information including matters referred to in Clause 3.5 hereinabove necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (d) accepted and agreed that any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from SVBCH, shall not be entertained by SVBCH; and
- (e) made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) the Site / Hospital including existing facilities and structures;
 - (ii) the condition of the access roads, ground conditions, utilities, availability of water and power supply in accordance with the Project requirements in the vicinity of the Site;
 - (iii) conditions affecting the access to Site / Hospital;
 - (iv) Proposed transaction structure adopted by the SVBCH / UT Administration for development of the Medical College in Silvassa;
 - (v) MCI regulations, Applicable Laws and permits relating to establishment, operation and management of the Medical College; and
 - (vi) all other matters that might affect the Bidder's performance under the

terms of this RFP.

(f) agreed to be bound by the undertakings provided by it under and in terms hereof.

3.6.2 SVBCH shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process.

3.7 Right to Accept and to Reject any or all Proposals

3.7.1 Notwithstanding anything contained in this RFP, SVBCH reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

3.7.2 SVBCH reserves the right to reject any Proposal and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by SVBCH, the supplemental information sought by SVBCH for evaluation of the Proposal.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest Bidder gets disqualified / rejected, then SVBCH reserves the right to:

- (i) invite the remaining Bidders to submit Proposals in accordance with Clause 4.15.2 and 4.15.3; or
- (ii) take any such measure as may be deemed fit in the sole discretion of SVBCH, including annulment of the Bidding Process.

3.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by SVBCH, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Memorandum of Understanding, and if the Bidder has already been issued the LOA or has entered into the Memorandum of Understanding and /or Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by SVBCH to the Bidder, without SVBCH being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, SVBCH shall forfeit and appropriate the Bid Security or Performance Security, as the

case may be, without prejudice to any other right or remedy that may be available to SVBCH.

- 3.7.4 SVBCH reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of SVBCH to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SVBCH thereunder.
- 3.7.5 Further, SVBCH reserves the right to visit the actual working facility/ facilities as mentioned by the Bidder in its Qualification and Other Submissions by an expert team of maximum 7 people to review the medical college / hospital facilities operated and managed by the Bidder and to verify the facts and figures submitted with the documents. The cost of travel, boarding and lodging and other incidental expenses for such visits of expert team shall be borne by the Bidder. Failure of SVBCH to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SVBCH thereunder.

B. DOCUMENTS

3.8 Contents of the RFP

- 3.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 3.10.

Invitation for Proposals

- Section 1. Introduction
- Section 2. Eligible Bidders
- Section 3. Instructions to Bidders
- Section 4. Evaluation of Proposals
- Section 5. Fraud and Corrupt Practices
- Section 6. Pre-Proposal Conference
- Section 7. Miscellaneous

Appendices

- I. Letter comprising the Proposal
- II. Details of Bidder
- III. Bank Guarantee for Bid Security
- IV. Power of Attorney for signing of Proposal
- V. Power of Attorney for Lead Member of Consortium
- VI. Board Resolution for the Bidding Company and each member of the consortium
- VII. Format for Eligible Experience and Technical Capability of the Bidder
- VIII. Format for Financial Capability of the Bidder
- IX. Format of Financial Proposal

- IX. Format for Clarifications/ Amendments on the RFP
- XI. Guidelines of the Department of Disinvestment
- XII. Joint Bidding Agreement
- XIII. Draft Memorandum of Understanding and Draft Concession Agreement

3.8.2 The draft Memorandum of Understanding and draft Concession Agreement (Appendix XIII) provided as part of the Bidding Documents shall be deemed to be part of this RFP.

3.9 **Clarifications**

3.9.1 Bidders requiring any clarification on the RFP may notify to SVBCH in writing or by fax latest by the date mentioned in the Schedule of Bidding Process specified in Clause 1.3 to:

Attn. of : Medical Superintendent
Shri Vinobha Bhawe Civil Hospital,
Silvassa

Address:
Shri Vinobha Bhawe Civil Hospital,
Silvassa

Tel:
Email Id :

3.9.2 SVBCH would endeavor to respond to the queries within the period mentioned in the Schedule of Bidding Process specified in Clause 1.3. SVBCH may publish its responses on their website and / or also forward its responses, at its sole discretion, to all the Bidders, who have the purchased the RFP document and would include a description of the queries and the response of SVBCH without identifying the source of the queries.

3.9.3 Notwithstanding anything contrary contained in Clause 3.9.1 or in this RFP, SVBCH reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring SVBCH to respond to any question or to provide any clarification. No extension of any time and date shall be granted on the basis or grounds that the SVBCH has not responded to any question or provided any clarification.

3.9.4 SVBCH may also on its own motion, if deemed necessary, issue interpretations and clarifications and updates and forward these at its sole discretion to all Bidders, who have the purchased the RFP document. All clarifications, amendments and interpretations issued by SVBCH and posted on the website shall be deemed to be part of the Bidding Documents.

3.10 **Amendment of RFP**

- 3.10.1 At any time prior to the deadline for submission of Proposals, SVBCH may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 3.10.2 Any Addendum thus issued will be published on the SVBCH's website and SVBCH may also sent in writing to all the Bidders who have purchased the RFP.
- 3.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, SVBCH may, in its own discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSALS

3.11 Language, Currency and Communication

- 3.11.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 3.11.2 The currency for the purpose of the Proposal shall be the Indian Rupees (INR).
- 3.11.3 All correspondence between SVBCH and the Bidder shall be in writing and sent through registered mail or courier (or fax/ email for advance copy only).

3.12 Format and Signing of Proposal

- 3.12.1 The Bidder shall provide all the information sought under this RFP. SVBCH will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and / or conditional Proposals may be liable to rejection.
- 3.12.2 The Bidder shall prepare one original of the documents comprising the Proposal and clearly marked "ORIGINAL". In addition, the Bidder shall make two copies of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 3.12.3 The Bidder shall submit the notarized attested true copy of the following documents in their Proposal provided the original copy of such documents should be submitted in a separate envelop alongwith their Proposal on or before the Proposal Due Date:
 - (a) Power of Attorney for signing of Proposal in the prescribed format set out at Appendix IV;
 - (b) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format set out at Appendix V;

- (c) In case of Consortium, copy of the Joint Bidding Agreement executed between the Members of the Consortium;
- (d) Board resolution of the Bidder in the prescribed format set out at Appendix VI, duly certified by the Company Secretary or Director of the Bidder, if applicable;
- (e) Statutory Auditor's certificate certifying the exact shareholding / voting rights relationship with the Associate (whose Technical credentials have been claimed for meeting the Eligible Experience Criteria and Technical Capability) and control, in line with the definition of 'Associate' in accordance with the RFP.
- (f) Statutory Auditor's certificate mentioning the project details as per Appendix VII
- (g) Statement of Networth as per the format specified in Appendix VIII, duly certified by the Statutory Auditors of the Sole Bidder / Lead Member

3.12.4 The Proposal and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial and stamp each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal, i.e. the authorized signatory. The Proposal shall contain page numbers and shall be properly bound.

3.13 Sealing and Marking of Proposals

3.13.1 The Bidder shall provide all the information as per this RFP and in the specified format. SVBCH reserves the right to reject any Proposal that is not as per the specified format.

3.13.2 The Proposal shall comprise of four parts as below:

- Part I: Bid Security
- Part II: Qualification and Other Submissions (as detailed below)
- Part III: The draft Memorandum of Understanding and draft Concession Agreement with each page stamped and duly initialed by the person signing the Proposal in pursuance to the Power of Attorney referred to in the Qualification and Other Submissions
- Part IV: Financial Proposal

- i) Bid Security (Envelope I) - shall be sealed, and marked as "ENVELOPE I- Bid Security for Setting up of Medical College in Silvassa" and shall contain the following:
 - (a) Bid Security in the form of a Demand draft or a Bank Guarantee as per prescribed format at Appendix III;
 - (b) Photocopy of the receipt of the payment already made towards the cost of the RFP document. In case the Bidder has downloaded the RFP from the SVBCH website, demand draft of Rs. 21,000/- (including VAT) drawn in favour of 'Medical Superintendent, Shri Vinoba Bhave Civil Hospital', payable on any scheduled bank in Silvassa.
- ii) **Qualification and Other Submissions** (Envelope II) shall be sealed, and marked as "ENVELOPE II- Qualification and Other Submissions for "Setting up of Medical

College in Silvassa” and shall contain the following:

- (a) Letter comprising the Proposal in the format specified at Appendix I
 - (b) Details of Bidder (in case of Consortium, this would need to be provided by all the Members of the Consortium) in the format set out in Appendix II
 - (c) Power of Attorney for signing of Proposal in the prescribed format set out at Appendix IV;
 - (d) If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format set out at Appendix V;
 - (e) In case of Consortium, copy of the Joint Bidding Agreement executed between the Members of the Consortium;
 - (f) Board resolution of the Bidder in the prescribed format set out at Appendix VI, duly certified by the Company Secretary or Director or Secretary of the Bidder, if applicable;
 - (g) Copy of Memorandum and Articles of Association or Byelaws of the Bidder / Members of Consortium (including Associates whose credentials have been relied upon);
 - (h) Eligible Experience and Technical capability statement in the format set out in Appendix VII;
 - (i) Financial capability statement in the format set out in Appendix VIII;
 - (j) Copies of Bidder's/ each Members of Consortium duly audited balance sheet and profit and loss account or statement of accounts for the preceding 3 (three) years
- iii) The draft Memorandum of Understanding and draft Concession Agreement issued by the SVBCH with each page stamped and duly initialed by the person signing the Proposal in pursuance of the Power of Attorney referred hereinabove. (Envelope III) shall be sealed, and marked as “ENVELOPE III- Initialed draft MoU and draft Concession Agreement for Setting up of Medical College in Silvassa”.
- iv) **Financial Proposal:** (Envelope IV) shall be sealed, and marked as “ENVELOPE IV- Financial Proposal for Setting up of Medical College in Silvassa” and shall contain the **“Financial Proposal of the Bidder in the format specified at Appendix IX”**.

3.13.3 The above 4 (four) envelopes shall then be placed in one outer envelope, sealed and marked as “Proposal for Setting up of Medical College in Silvassa”.

3.13.4 All the above envelopes must bear the name and address of the Bidder. In addition, the Proposal Due Date should be indicated on the right hand top corner of each of the envelopes.

3.13.5 Each of the envelopes shall be addressed to:

Attn. of:	Medical Superintendent Shri Vinoba Bhava Civil Hospital Silvassa
Office Address:	Shri Vinoba Bhava Civil Hospital

3.17.2 SVBCH reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

3.18 **Validity of Proposals**

3.18.1 The Proposals shall specifically indicate that it shall be valid for a minimum period of 180 days from the Proposal Due Date (“**Proposal Validity Period**”). The Proposal Validity Period may be extended by mutual consent of the respective Bidders and SVBCH. SVBCH reserves the right to reject any Proposal that does not meet this requirement.

3.18.2 Any Bidder may refuse to extend the period of validity of its Proposal without the consequence of forfeiture of its Bid Security. A Bidder extending the period of validity of its Proposal will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with Clause 3.21 of this RFP in all respects.

3.18.3 The Selected Bidder shall be required to extend the Proposal Validity Period till the date of execution of the Concession Agreement.

3.19 **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising SVBCH in relation to, or matters arising out of, or concerning the Bidding Process.

3.20 **Correspondence with the Bidder**

SVBCH shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Proposal.

D. BID SECURITY

3.21 **Bid Security**

3.21.1 The Bidder shall furnish as part of its Proposal, a Bid Security equivalent to Rs. 2,80,00,000/- (Rupees Two crore eighty lacs only) in the form of a bank guarantee issued by a scheduled bank in India (other than a regional rural banks and cooperative banks), having a branch in Silvassa, drawn in favour of “Medical Superintendent, Shri Vinoba Bhawe Civil Hospital” in the format at Appendix III (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days from the Proposal Due Date, as may be extended by the Bidder from time to time.

- 3.21.2 Bid Security can also be in the form of a Demand Draft issued in favour of “**Medical Superintendent, Shri Vinoba Bhave Civil Hospital**”, drawn on a scheduled bank in India (other than a regional rural banks and cooperative banks), payable at Silvassa.
- 3.21.3 Any Proposal not accompanied by the Bid Security shall be rejected by SVBCH as non-responsive and shall be summarily rejected.
- 3.21.4 The Bid Security of unsuccessful Bidders will be returned by SVBCH, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Bidding process is cancelled by SVBCH.
- 3.21.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 3.21.6 SVBCH shall be entitled to forfeit and appropriate the Bid Security in any of the events specified in Clause 3.21.7 herein below. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged and confirmed that SVBCH will suffer loss and damage on account of withdrawal of its Proposal or for any other default by the Bidder during the Proposal Validity Period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 3.21.7 The Bid Security shall be forfeited and appropriated by SVBCH without prejudice to any other right or remedy that may be available to SVBCH hereunder or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 5 of this RFP;
 - (b) If a Bidder withdraws its Proposal during the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;
 - (c) In the case of Selected Bidder, if it fails within the specified time limit:
 - i) to sign the Memorandum of Understanding and/or
 - ii) to sign the Concession Agreement and/or
 - iii) to furnish the Performance Security within the period prescribed therefor herein/ in the Concession Agreement.
 - (c) In case the Selected Bidder, having signed the Memorandum of Understanding and /or the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

4. EVALUATION OF PROPOSALS

4.1 Opening and Evaluation of Proposals

- 4.1.1 SVBCH shall open the Proposals at the specified time on the Proposal Due Date, at the place specified in Clause 3.13.5 and in the presence of the Bidders who choose to attend.
- 4.1.2 SVBCH will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section.
- 4.1.3 Any information contained in the Proposal shall not in anyway be construed as binding on SVBCH, their agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 4.1.4 SVBCH reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

4.2 Clarifications

- 4.2.1 To facilitate evaluation of Proposals, SVBCH may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by SVBCH for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- 4.2.2 If a Bidder does not provide clarifications sought under Clause 4.2.1 above within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, SVBCH may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of SVBCH.

4.3 Evaluation Parameters

- 4.3.1 The Bidder's competence and capability is proposed to be established by the following parameters:
 - (a) Eligible Experience Criteria (provided in Clause 4.4)
 - (b) Technical Capability of Bidder in terms of experience of Bidder
 - (c) Financial Capability of Bidder in terms of networth of Bidder

On each of these parameters, the Bidder will be required to meet the qualification evaluation criteria as detailed in subsequent paragraphs. A Bidder meeting Eligible

Experience Criteria, Technical and Financial Capability will be qualified for further evaluation of the Proposal.

4.4 Eligible Experience Criteria

The Bidder should meet the following Eligible Experience Criteria for the Project:

Should have a running a Medical College with a minimum intake of 100 MBBS seats. The medical college should be recognized / registered with a National Level Government medical body/council and minimum two batches of 100 students have been successfully passed out as per MCI norms.

Should have a Letter of Permission (LoP) for medical college for a continuous period of 5 years and the same have never been revoked by MCI during the last 5 years prior to the date of submission of RFP proposal.

4.5 Qualification Evaluation Parameters

4.5.1 Those Bidders who meet the above eligible experience criteria would be qualified for next stage of evaluation.

4.6 Technical Capability

4.6.1 Technical Capability of the Bidders will be evaluated as follows:

Sl. No.	Parameter	Indicator	Marks
1.	Experience in running of UG medical college of 100 students before the due date of submission	For more than 7 years - 10 Marks For more than 10 years - 15 Marks For more than 15 years - 20 Marks	20
2.	Experience of running of a Medical College with a minimum intake of 100 students per year. The medical college should be recognized / registered with a National Level Government medical body/council and two batches successfully passed out as per MCI norms	100 students - 20 marks 101 – 150 students – 25 marks More than 150 students – 30 marks Additional 5 marks for additional 100 seats UG medical college of any of the above categories. Maximum additional 2 such colleges	40
3.	Experience of running of a Medical College with a minimum intake of 100 students. The medical college should be	Only UG course – 20 marks UG and PG course or Para Medics courses – 25 marks UG, PG and Para Medics courses – 30 marks	40

Sl. No.	Parameter	Indicator	Marks
	recognized / registered with a National Level Government medical body/council and two batches successfully passed out as per MCI norms	Additional 5 marks for additional 100 seats UG medical college with PG or Para medic course. Maximum additional 2 such colleges	

4.6.2 Any Bidder who achieves a score of 70 marks (threshold score) would be deemed to meet the technical experience criterion for qualification.

4.6.3 The Bidders should furnish the details of the eligible experience and Technical Capability and furnish evidence to support its claim as per the formats given in Appendix VII.

Note: Bidder to enclose Certificate(s)/ supporting document from the Medical Council of India or any other equivalent Statutory authority/ body for construction / operation and management of the Medical College specifying the capacity of the college. Bidder has to provide LOP certificate issued by Medical Council of India and /or any other statutory authority and / or any other national level government medical body/council , specifying the **annual student seats intake capacity** (separately for each medical course) of the medical college.

4.7 Financial Capability

4.7.1 Financial Capability of the Bidders will be evaluated on the basis of Minimum Networth of Rs. 50 crore as at the end of the Financial Year 2014-15

4.7.2 The Bidder should provide the Financial Capability based on its own standalone financial statements. Financial Capability of the Bidder's parent company or its subsidiary company or any Associate will not be considered for computation of the Financial Capability of the Bidder.

4.7.3 The definitions of the net-worth for the purpose of the evaluation of Networth is set out below:

Net-worth =

Equity Share Capital: Issued, Subscribed and Paid -up

(+) Reserves & Surplus (excluding Revaluation Reserves)

(-) Miscellaneous expenses not written off and debit balance in Profit and Loss account

(In case the Business Entity is a Society or a Trust or a Partnership firm or a Sole-proprietorship firm, the net-worth should be derived based on the above principles as per the annual audited accounts).

- 4.7.4 The Bidder should provide the above financial information based on its audited annual accounts for the Financial Year 2014-15. In case of the Consortium, the above financial information shall be based on the audited annual accounts for the Financial Year 2014-15 of the respective Member, whose financial parameter is to be considered for eligibility and evaluation. The financial year would be the same as the one normally followed by the Bidder for its annual financial statement.
- 4.7.5 The Qualification and Other Submissions must be accompanied by the audited annual financial statement of the Bidder in case of the single entity and Member(s) in case Bidder is a Consortium, for the financial year as stated in Clause 4.7.1
- 4.7.6 The Bidder should submit details of Financial Capability and furnish evidence to support its claim as per format given in Appendix VIII.
- 4.7.7 The Bidders shall also enclose a certificate(s) from its statutory auditors certifying the networth as at the end of the Financial Year 2014-15 along with its computation as per the definition of networth given in the RFP.

4.8 Evaluation Criteria for Qualification of a Consortium

- 4.8.1 In case of a Consortium Bid, the technical and financial credentials of the other Member, who has an equity share of atleast 26% in such Consortium shall be considered for taking the combined credentials of the Consortium for evaluation of Eligible Experience Criteria, Technical and Financial Capability as stipulated in Clauses 4.4 to 4.7.
- 4.8.2 In case of a Consortium Bid, for the purpose of evaluation of the Financial Capability, the Net Worth of the Consortium Member(s) shall be taken in proportion to respective equity shareholding of the Members in the Consortium. It is clarified that the Bidders may provide the Net Worth statement duly certified by their respective Statutory Auditors of only those member for whom it is claiming the networth for purpose of evaluation of the Financial Capability. Further, the Bidder shall submit the audited annual financial statements for the last three Financial Years 2012-13, 2013-14 and 2014-15 of all the Consortium Members and shall provide a declaration that the Net-worth of other consortium member whose networth has not been considered for evaluation of Financial Capability is not negative as at the end of the Financial Year 2014-15.

4.9 Proposal Evaluation

The Proposal shall be evaluated in four stages as detailed out in the subsequent paragraphs.

4.10 Proposal Evaluation: Bid Security

- 4.10.1 Envelope I (Bid Security) will be opened first on a pre-disclosed date and time in the presence of Bidders who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
- 4.10.2 The next Envelope II (Qualification and Other Submissions) shall be opened of only those Bidders who have submitted the Bid Security as specified in Clause 3.21.

4.11 Proposal Evaluation: Qualification and Other Submissions

4.11.1 Envelope II (Qualification and Other Submissions) shall be scrutinized for the responsiveness to the requirements of the RFP.

4.11.2 Qualification and Other Submissions shall be considered 'responsive' if:

- it is received as per the formats specified in this RFP
- it is received by the Proposal Due Date including any extension thereof pursuant to Clause 3.14;
- it is signed, sealed, properly bound and marked as stipulated in Clauses 3.12 and 3.13;
- it is accompanied by the Power(s) of Attorney as specified in Clauses 3.1.5 and 3.1.6, as the case may be;
- it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- it mentions the Proposal Validity Period as set out in Clause 3.18;
- it does not contain any condition or qualification; and
- it is not non-responsive in terms hereof.

4.11.3 SVBCH reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by SVBCH in respect of such Proposal.

4.11.4 The Qualification and Other Submissions shall be checked for the Eligible experience criteria as set out in Clause 4.4. The Bidders who meet the Eligibility experience criteria would be further evaluated

4.12 The Bidders who meets the Eligibility Experience Criteria would be evaluated on the Technical and Financial Capability based on the criteria set out in the Clause 4.6 and 4.7. The Bidders who meets the technical and the financial capability for qualification shall be declared as qualified bidders ("Qualified Bidders") and be considered for opening and evaluation of the Financial Proposals.

4.13 Proposal Evaluation: draft Concession Agreement

- 4.13.1 The opening and evaluation of the Envelop III containing the stamped and duly initialed draft Memorandum of Understanding and draft Concession Agreement shall be taken up only after the contents of the Qualification and Other Submissions are found to be responsive and the Bidder meets the qualification requirements as per this RFP.
- 4.13.2 Before opening of the Financial Proposal, the Envelope III containing the stamped and duly initialed draft Memorandum of Understanding and draft Concession Agreement shall be opened for checking that the draft Memorandum of Understanding and draft Concession Agreement (including any amendments thereto) issued by the SVBCH to the Bidders has been submitted.
- 4.13.3 The qualified bidders would be called for a presentation..

4.14 Proposal Evaluation: Financial Proposal

- 4.14.1 The Financial Proposal (Envelop IV) of only those Qualified Bidders and who have properly submitted the stamped and duly initialed draft Memorandum of Understanding and draft Concession Agreement, as above will be opened for evaluation on a pre-disclosed date and time in the presence of Bidders who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.
- 4.14.2 The Bidders should submit Financial Proposal for the Project in the format set out in Appendix IX.
- 4.14.3 The Bidder shall quote the percentage (%) of UT Administration Sponsored Student Seats for the Project as per the terms of the Concession Agreement.
- 4.14.4 The Proposal of the Bidders for the Project would be evaluated on the basis of the quoted Percentage (%) (without any decimal) of seats offered by the Bidder in its Financial Proposal as UT Administration Sponsored Student Seats for each type of the medical education courses including Under Graduate / other PG / paramedics courses and hostel accommodation offered by the Medical College offered by the Medical College (hereinafter referred to as "**UT Administration Sponsored Student Seats**"). The Bidders would be ranked in ascending order of the highest percentage (%) UT Administration Sponsored Student Seats. For example, the Bidder quoting the highest percentage (%) of UT Administration Sponsored Student Seats would be ranked "H1", the Bidder quoting the next higher percentage (%) of UT Administration Sponsored Student Seats, ranked "H2" and so on.
- 4.14.5 The Bidder quoting the highest percentage (%) of UT Administration Sponsored Student Seats for the Project shall be declared as the Preferred Bidder for the Project.

4.14.6 In the event that two or more Bidders quote the same percentage (%) of UT Administration Sponsored Student Seats (the "**Tie Bidders**") for the Project, the SVBCH may:

(a) select the Bidder by draw of lotteries in the presence of the authorized representatives of such Tie Bidders and the authorized representatives of the SVBCH

OR

(b) invite fresh Financial Proposals from the Tie Bidders provided that the Bidders will not be allowed to quote higher than the amounts already quoted;

OR

(c) in its sole discretion, may annul the Bidding Process.

4.15 Selection of Bidder

4.15.1 SVBCH reserve the right to invite the Preferred Bidder for negotiations. After the above evaluation process and negotiations, the Preferred Bidder may be declared as the selected Bidder ("**Selected Bidder**") for the Project.

4.15.2 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the SVBCH may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Proposal of the aforesaid highest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder shall be selected by draw of lots.

4.15.3 In the event that no Bidder offers to match the highest Bidder, SVBCH may, in its discretion, consider the proposal of the Bidder quoting the highest percentage (%) of UT Administration Sponsored Student Seats in second round of bidding.

4.16 Letter of Award and Execution of Agreement

4.16.1 After selection, SVBCH will notify the Selected Bidder by facsimile and by a letter of Award (the "**LOA**") in duplicate that its Proposal has been accepted. The Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, SVBCH may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by SVBCH on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.16.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, UT Administration shall execute the Memorandum of Understanding within the period as prescribed in the LOA. Thereafter, the Authority and the Concessionaire shall execute the Concession Agreement within the specified period, as prescribed in the MoU. The Selected Bidder shall not be entitled to seek any deviation in the draft Memorandum of Understanding and draft Concession Agreement. Further, before execution of the Concession Agreement,

- Selected Bidder shall:
 - i. incorporate an appropriate SPV, either under the Indian Companies Act 2013 or Society Registration Act 1860, to execute the Concession Agreement and with the sole purpose of implementing the Project.
 - ii. submit a Board resolution of the SPV for execution of Concession Agreement;
 - iii. furnish the following confirmations by way of Board resolution by the Selected Bidder /Members of Consortium that:
 - a. We shall at all times comply with the provisions of the Concession Agreement/ in respect of our shareholding in the SPV (i.e. Concessionaire).
 - b. We/ each Member of the Consortium is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and SVBCH could enter into the Concession Agreement with the SPV(i.e. the Concessionaire) and we agree to and unconditionally accept the terms and conditions set forth in the Concession Agreement.
- UT Administration shall:
 - i. incorporate a “Not for Profit” Company, under the Indian Companies Act 2013, for administration and management of the SVBCH, Medical College and other healthcare facilities in the UT of Dadra and Nagar Haveli and to execute the Concession Agreement;
 - ii. grant to the Authority, the land parcel constituting the Site, SVBCH, nursing college and other related infrastructure on a lease of 99 years and shall also permit the utilization of the Hospital facilities by the Medical College.

In case of non-compliance of any obligation of the Selected Bidder under this Clause within the specified time, the Letter of Award shall, notwithstanding anything contrary contained therein or in this RFP, be liable to be terminated, without SVBCH and/or UT Administration being liable in any manner whatsoever to the Selected Bidder for the same. In such an event SVBCH shall forfeit and appropriate the Bid Security as mutually

agreed genuine pre-estimated compensation and damages payable to SVBCH for, inter alia, time, cost and effort of SVBCH, without prejudice to any other right or remedy that may be available to SVBCH.

4.17 Contact during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time SVBCH makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, SVBCH and/ or their employees/ representatives on matters related to the Proposals under consideration.

5. FRAUD AND CORRUPT PRACTICES

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standards of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Memorandum of Understanding or the Concession Agreement, SVBCH/ Authority shall reject a Proposal, withdraw the LOA, or terminate the Memorandum of Understanding and / or Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the SVBCH or the Authority may forfeit and appropriate the Bid Security or Performance Security as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to SVBCH or the Authority towards inter-alia, time, cost and effort of the SVBCH and / or the Authority, without prejudice to any other right or remedy that may be available to SVBCH and / or the Authority hereunder or otherwise.
- 5.2 Without prejudice to the rights of SVBCH and / or the Authority under Clause 5.1 hereinabove and the rights and remedies which SVBCH and / or the Authority may have under the LOA or the Memorandum of Understanding or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by SVBCH to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Memorandum of Understanding and /or the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by SVBCH and UT Administration during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by SVBCH to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 5.3 For the purposes of this Section 5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s

participation or action in the Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by SVBCH and /or UT Administration with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

6. PRE-PROPOSAL CONFERENCE

- 6.1 A common pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.

- 6.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the SVBCH. SVBCH shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

7. MISCELLANEOUS

- 7.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dadra and Nagar Haveli shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 7.2 SVBCH, in its sole discretion and without incurring any obligation or liability or assigning any reasons, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to SVBCH by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 7.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases SVBCH and UT Administration, their employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

Appendix I

Letter Comprising the Proposal

Date:

Medical Superintendent
Shri Vinoba Bhave Civil Hospital
Silvassa
Dadra and Nagar Haveli

Sub: Proposal for Setting up of 100 seats Medical College in Silvassa

Dear Sir,

With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

2 We propose to submit our Proposal in individual capacity as _____

Or

We propose to submit our Proposal as a consortium comprising of Members as follows:

1. _____ (Lead Member)
2. _____

3 All information provided in the Proposal and in the Appendices is true and correct and the documents accompanying such Proposal are in original or true copies of their respective originals, as the case may be.

4 This statement is made for the express purpose of qualifying as a Bidder for Setting up of 100 seats Medical College in Silvassa.

5 We shall make available to SVBCH any additional information it may find necessary or require to supplement or authenticate the Proposal.

6 We acknowledge the right of SVBCH to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

7 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 or a judicial pronouncement or arbitration award, nor been expelled from any project nor contract nor

- have had any contract terminated for breach on our part.
- 8 We declare that:
- (a) We have examined and have no reservations to the Bidding Documents, including any Addendum issued by SVBCH.
 - (b) We do not have any conflict of interest in accordance with Clauses 2.1.2 of the RFP document;
 - (c) 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, as defined in Clause 5.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with SVBCH or any other public sector enterprise or any government, Central or State; and
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 5 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 9 We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit a Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause 3.7 of the RFP document.
- 10 We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the eligibility criteria and meet(s) the requirements as specified in the RFP document.
- 11 We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Proposal for the Project.
- 12 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 any autonomous authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 13 We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or any of our Associates.
- 14 We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
- 15 We further certify that we are qualified to submit a proposal in accordance with guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated July 13, 2001 which guidelines apply

- mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix XI thereof.
- 16 We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate SVBCH of the same immediately.
- 17 [We acknowledge that our Consortium would be qualified and short-listed on the basis of technical and/or financial capability of the Lead Member who will own atleast 51% equity / voting rights of the Concessionaire and technical capability and/or financial capability of those of its Consortium who will own at least 26% of the equity / voting rights of the Concessionaire and undertake that each of such Consortium Members shall continue to hold at least 26% of the equity / voting rights of the Concessionaire for the entire Concession Period of the Project. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.]
- 18 [We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capability was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, We shall inform SVBCH forthwith along with all relevant particulars and SVBCH may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without SVBCH / UT Administration / Authority being liable to us in any manner whatsoever.]
- 19 [We understand that the Selected Bidder shall incorporate a SPV Company either under the Indian Companies Act, 2013 or the Society Registration Act, 1860, prior to execution of the Concession Agreement.]
- 20 We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SVBCH in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 21 In the event of my/ our being declared as the Selected Bidder, We agree to enter into the Memorandum of Understanding and Concession Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 22 We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly setforth in the draft Memorandum of Understanding and draft Concession Agreement, we shall have no claim, right or title arising out of any

- documents or information provided to us by SVBCH or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
- 23 The Financial Proposal has been submitted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Memorandum of Understanding and draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Proposal.
- 24 We offer a Bid Security of Rs. 2,80,00,000/- (Rupees Two crore eighty lacs only) to SVBCH in accordance with the RFP document.
- 25 The Bid Security in the form of a Demand Draft issued in favour of 'Medical Superintendent, Shri Vinoba Bhave Civil Hospital'/ Bank Guarantee (strike out whichever is not applicable) is attached.
- 26 We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Proposal is not opened.
- 27 We confirm that we have the financial standing and resources to fund / raise finances for undertaking and implementing the Project in accordance with the Concession Agreement.
- 28 We (including our Consortium Member) hereby certify and confirm that in the preparation and submission of our Proposal for "Setting up of 100 seats Medical College in Silvassa", we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. We (including our Consortium Member) further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.
- 29 We (including our Consortium Member) hereby certify and confirm that:
- a. We or any of our promoter(s) / director(s) / associates are not barred by any department of the Central Government/ state government / UT Administration or any other entity of Central Government/ state government / UT Administration or blacklisted by Medical Council of India / any other national level government medical body/council from participating in project/s, either individually or as member of a consortium as on date.
 - b. We are aware that, our Proposal would be liable for rejection in case any misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the Concession Period.
- 30 We agree to keep this offer valid for 180 days (one hundred and eighty) days from the Proposal Due Date specified in the RFP.

31 We agree and undertake to abide by all the terms and conditions of the RFP document.

We submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place: Name and rubber seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable.

Appendix II

Details of Bidder

1. (a)Name
(a) Country of incorporation/registration
(b) Address of the corporate headquarters and its branch office(s) in India, if any
(a) Date of incorporation/registration and/or commencement of business

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project.

3. Details of individual (s) who will serve as the point of contact / communication for SVBCH within the Bidder:

(a) Name :
(b) Designation :
(c) Company :
(d) Address :
(e) Telephone :
(f) E-mail address:
(g) Fax :
(h) Mobile :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:

(a)Name :
(b) Designation :
(c) Company :
(d) Address :
(e) Telephone :
(f) E-mail address:
(g) Fax :
(h) Mobile :

5. In case of a Consortium:
 - a. the information in this Appendix should be provided for all the members of the consortium.
 - b. information regarding role of each member should be provided as per table below:

S. No.	Name of Member	Role (Specify whether Lead Member or Other Member)
1.		
2.		

- c. The following information shall also be provided for each Member of the Consortium:

Name of Bidder / member of Consortium:

Sr. No.	Criteria	Yes	No
1	Has the Bidder / member of the Consortium been barred any department of the Central / state government / UT Administration or any other Government entity or blacklisted by Medical Council of India / any other national level government medical body/council from participating in any project (BOT or otherwise). If the answer is yes, please provide the details.		
2	Has the Bidder / member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the last 5 years is given below (Attach extra sheets, if necessary):

Appendix III

Bank Guarantee for Bid Security

[To be printed on a non judicial stamp paper of appropriate value]

B.G. No.

Dated:

In consideration of you, Shri Vinoba Bhave Civil Hospital, Silvassa (hereinafter referred to as the “SVBCH”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of _____ [a Company registered under provision of the] and having its registered office at _____ [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the development, financing, procurement, operation, maintenance, management and transfer of Medical College in Silvassa in Union Territory of Dadra and Nagar Haveli (hereinafter referred to as “the Project”) pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 3.21 of the RFP document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to SVBCH an amount of Rs. 2,80,00,000/- (Rupees Two crore eighty lacs only) as bid security (hereinafter referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

Any such written demand made by SVBCH stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of SVBCH is disputed by the Bidder or not merely on the first demand from SVBCH stating that the amount claimed is due to SVBCH by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Proposal open during the Proposal Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. 2,80,00,000/- (Rupees Two crore eighty lacs only).

This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date exclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between SVBCH and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that SVBCH shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal Validity Period set forth in the said Bidding Documents, and the decision of SVBCH that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between SVBCH and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

In order to give full effect to this Guarantee, SVBCH shall be entitled to treat the Bank as the principal debtor. SVBCH shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Proposals or the Proposal Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to SVBCH, and the Bank shall not be released from its liability under these presents by any exercise by SVBCH of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of SVBCH or any indulgence by SVBCH to the said Bidder or by any change in the constitution of SVBCH or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

It shall not be necessary for SVBCH to proceed against the said Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank,

notwithstanding any other security which SVBCH may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of SVBCH in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorized official.

(Signature of the Authorized Signatory)
(Official Seal)

Appendix IV

Power of Attorney for signing of Proposal

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the development, financing, procurement, operation, maintenance, management and transfer of Medical College including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in bidders' and other conferences and providing information / responses to Shri Vinoba Bhav Civil Hospital, Silvassa (hereinafter referred to as the “SVBCH”), representing us in all matters before SVBCH, signing and execution of all contracts including the Memorandum of Understanding, Concession Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with SVBCH in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1
- 2

Accepted

[Notarized]

(Signature)
(Name, Title and Address of
the Attorney)

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- (b) Wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders' or governing body member's resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- (c) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.

Appendix V

Power of Attorney for Lead Member of Consortium

Whereas Shri Vinoba Bhave Civil Hospital, Silvassa (hereinafter referred to as the “SVBCH”) has invited Proposals from interested parties for “Setting up 100 seats medical College in Silvassa” (“the Project”).

Whereas, _____, and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and the Bidding Documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, [the name and address of the registered office] (hereinafter referred to as the “Principal”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with SVBCH, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with SVBCH.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20....

For _____ (Name & Title)

For _____ (Name & Title)

1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- (a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- (b) Wherever required, the Bidder shall submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- (c) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.

Appendix VI

Board Resolution for the Bidder and each Member of the Consortium

The Board, after discussion, at the duly convened Meeting on _____ [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013 or Society Registration Act 1860 or Indian Trusts Act 1882, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 or Society Registration Act 1860 or Indian Trusts Act 1882 and compliance thereof and as permitted under the Memorandum and Articles of Association or Byelaws of the Bidder, approval of the Board be and is hereby accorded for investment of percent (..... %) of the total equity share capital requirements of the Project representing the entire amount proposed to be invested by the Bidder for setting up of 100 seats Medical College in Silvassa.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such further amount over and above the said percentage limit to the extent becoming necessary towards the total equity share obligatory on the part of the Bidder pursuant to the terms and conditions contained in the Joint Bidding Agreement dated _____ executed by the Bidder as per the provisions of RFP issued by SVBCH on _____.**

FURTHER RESOLVED THAT _____, be and is hereby authorized to enter into take all the steps required to be taken by the Bidder in this regard, including in particular, signing of the Proposal, making changes thereto and submitting amended Proposal, all the related documents, certified copy of this Board Resolution or letter, undertakings etc, required to be submitted to SVBCH as part of the RFP or such other documents as may be necessary in this regard.

Certified True Copy

Note:

- (a) This certified true copy should be submitted on the letterhead of the Bidder, signed by the Company Secretary or any of the authorized Directors of the Bidder and the rubber stamp for the Bidder shall be affixed.

****Applicable only for Consortium. To be adopted by Lead Member**

Appendix VII

Eligible Experience / Technical Capability of the Bidder (To be submitted on the letterhead of the Bidder/ Lead Member of the Consortium)

Eligible Experience / Technical Capacity

Experience in running of 100 UG Seats medical college

Project Sr. No	Name of Bidder	Relationship with Bidder (Bidder/ Lead Member / Consortium Member or their Associate)	Name of Medical College	Location of College	Date of LOI from MCI	Date of Actual Commissioning of the Medical College	Date of LOP	Year wise Capacity of Students in each course (Since LOP to Date of submission of RFP)	Existing Capacity (No. of Students in each course)	Existing Courses being offered	Associated facilities	Project cost (in Lakhs)	Documentary Evidence attached (Yes / No)
Project 1								Year 1 - Year 2 - Year 3 - Year 15					
Project 2													
Project 3													
Project 4													
Project 5													

(Note: Only those projects would be considered which are duly supported with the Project Detail Sheets in Instruction 2 along with the Documentary Proof).

(Note: Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate)

Certification:

This is to certify that the Letter of Intent / Letter of Permission for any of the Medical Colleges mentioned in the above table has not been revoked or partially revoked by MCI during the period from commissioning of the Medical College till the date of submission of RFP.

(Signature of the Authorized signatory)

Date:

(Name and designation of the of the Authorized signatory)

Place:

Name and rubber seal of the Bidder/ Lead Member

Instruction 1:

- (a) Bidder has to provide certificate(s)/ supporting document from the Medical Council of India or any other equivalent Statutory authority/ body for construction / operation and management of the Medical College specifying the capacity of the college. Bidder has to provide **Letter of Permission (LOP)** certificate issued by Medical Council of India and /or any other statutory authority and / or any other national level government medical body/council, specifying the **annual student seats intake capacity** (separately for each medical course) of the medical college.

Instruction 2:

- (a) The Bidder shall mandatorily provide information for each of their above mentioned projects strictly in the following format in the sequential order as per the above table:

Project No. ---

S No	Particulars	Remarks
1.	Name of Project	
2.	Name, Address & contact numbers of Project	
3.	Name of Entity undertaken the Project	
4.	Date of Letter of Intent (LOP)	
5.	Date of actual commissioning of the Medical College	
6.	Date of Letter of Permission (LOP)	
7.	Number of intake students per annum (year wise for last 15 years)	Year 1 - Year 2 -

S No	Particulars	Remarks
	The above details to be submitted separately for each type of the course offered by the Medical College	Year 3 – Year 15
8.	Year wise details of the Existing Courses offered by Medical College	Year 1 - Year 2 - Year 3 –
9.	Details of the batches successfully completed	Year and No. of students
10.	Project Cost of Medical College (Rs. Cr)	
11.	Fee Structure - Course wise details of the Fees (break up into Tuition Fees, Hostel Fees and other Fees)	
12.	Name of associated Hospital	
13.	Date of Commissioning of the associated Hospital	
14.	Year wise details of Capacity of Beds of associated Hospital	Year 1 - Year 2 - Year 3 -
15.	Year wise Occupancy level of Associated Hospital	Year 1 - Year 2 - Year 3 -
16.	Whether the LOI / LOP revoked by MCI during any of the past years	
17.	Whether the capacity LOI / LOP revoked by MCI during any of the past years	
18.	Details of the assistance / funding provided for the project	
19.	Ownership Structure of the Medical College and Hospital	
20.	Copy of LOI and LOP / Documentary Proof attached	(Yes / No)
21.	Remarks / Any other relevant details	
	Date: Place:	(Signature of the Authorized Signatory) (Name and designation)

Note: SVBCH may directly contact the contact persons provided in the datasheet.

Appendix VIII

Format for Financial Capability of the Bidder

Name of Bidder / Lead Member of Consortium:

Net worth

Particulars	Amount (Rs. In Crore) - As on March 31, 2015
Equity Share Capital: Issued, Subscribed and Paid –up	
Add Reserves and Surplus	
Less:	
Revaluation Reserve	
Debit balance of Profit & Loss Account	
Miscellaneous expenditure to the extent not written off	
Total	

In case of a Consortium, the Aggregate net worth of the Consortium shall be submitted in the following table along with individual net worth calculations for each Member (as shown above).

Name of Consortium Member	Net worth (Rs. in Crore) - As on March 31, 2015 (A)	% equity in the Consortium (B)	C = A*B
Name of Lead Member			
Name of Consortium Member, if any			
Net worth of Consortium (Sum of Column C)			

Further, we confirm the Net-worth of [Name of the other consortium members] whose networth has not been considered above for meeting the Financial Capability is not negative as at the end of the financial year 2014-15. **

Date: _____ (Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place: _____ Name and rubber seal of the Bidder/ Lead Member

Instruction 1:

Please provide a Statement of Networth as per the above formats, duly certified by the Statutory Auditors of the Sole Bidder / Lead Member

Instruction 2:

The financial year considered for financial criteria would be the same for all Consortium members.

Instruction 3:

Net-worth =

Equity Share Capital: Issued, Subscribed and Paid –up

- (+) Reserves & Surplus (excluding Revaluation Reserves)
- (–) Miscellaneous expenses not written off and debit balance in Profit and Loss account

(In case the Business Entity is a Society or a Trust or a Partnership firm or a Sole-proprietorship firm, the net-worth should be derived based on the above principles, as per the annual audited accounts)

Instruction 4:

The financial criteria shall be considered based on standalone financial statement. Sole bidder and in case of Consortium, all Members of the Consortium shall provide a copy of their standalone audited annual financial statements for the last three financial years.

Appendix IX

Format for Financial Proposal

Date

To
Medical Superintendent
Shri Vinoba Bhave Civil Hospital
Silvassa
Dadra and Nagar Haveli

Sub: Financial Proposal for Setting up of 100 seats Medical College in Silvassa

Dear Sir,

We are pleased to submit our Financial Proposal for Setting up of 100 seats Medical College in Silvassa.

1. We offer percentage (%) of UT Administration Sponsored Student Seats for the captioned Project to UT Administration as per the terms of the Concession Agreement as follows:

Parameter	Percentage %
%age of seats offered by the Concessionaire as UT Administration Sponsored Students Seats for each type of the medical education courses offered by the Medical College	--%

(percentage to be quoted without any decimals)

2. We agree that the above quoted percentage % of UT Administration Sponsored Student Seats shall be maintained through-out the Concession Period for any further extension / expansion of the Project and for all the courses carried out in the Medical College.
3. We further agree that the reservation for the UT Administration sponsored students shall also be applicable for other PG / paramedics courses / hostel accommodation offered by the Medical College for UT Administration sponsored students in the same proportion as specified in para 1 above.
4. During the Concession Period, the Concessionaire shall specifically reserve UT Administration Sponsored Students seats as provided above and the Concessionaire will not be permitted under any circumstances to utilize such reservation for any other category of Students (i.e. for Category II and III students).
5. We further confirm that we shall not demand, charge or recover Tuition Fee, Additional Fee, any other charges etc. from UT Administration sponsored students during the Concession Period

6. We confirm that we shall at all times comply with the provisions of the Concession Agreement.

We hereby declare that our Financial Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the Bidding Documents

The aforesaid percentage (%) of UT Administration Sponsored Student Seats has been quoted by us after taking into consideration all the terms and conditions stated in the Bidding Documents including the RFP, draft Memorandum of Understanding, draft Concession Agreement, our own estimates of costs and revenues and after a careful assessment of the Site / Hospital and all the conditions that may affect the Proposal.

Yours faithfully,

Date: (Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Place: Name and rubber seal of the Bidder/ Lead Member

Note:

- (a) The percentage % should be specified without any decimal value.
- (b) The percentage % of UT Administration Sponsored Student Seats shall be **rounded up** to the nearest value in absolute terms.
- (c) The contents of this format shall be clearly typed
- (d) No change shall be allowed in the percentage % of UT Administration Sponsored Student Seats during the Concession Period.

Appendix X

Format for Clarifications /Amendments on the RFP

Sl. No .	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment	Rationale for the Clarification or Amendment

..... Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note : This format shall be used for submission of requests for clarifications/amendments on the draft RFP.

Appendix XI

Guidelines of the Department of Disinvestment

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere

pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

CLARIFICATION

Note: Vide clarification dated: 10.1.2002 to the above guidelines it has been provided that the following offence be treated as a grave offence:

- (1) Orders of Securities and Exchange Board of India which directly relates to “fraud” as defined in the Securities and Exchange Board of India Act, 1992 and/or regulations made thereunder;
- (2) Orders of Securities and Exchange Board of India which cause a doubt on the ability of the Strategic Partner to manage the Company after the sale of the Transaction Shares by the Government to the Strategic Partner;
- (3) Any conviction by a Court of Law;
- (4) In cases in which Securities and Exchange Board of India also passes a prosecution order, disqualification of the Strategic Partner should arise only on conviction by the Court of Law.

Appendix XII

Joint Bidding Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of,
20.....

AMONGST

1. {....., incorporated under the Companies Act, 1956 or registered under Society Registration Act, 1860 / Indian Trusts Act 1882} and having its registered office at (hereinafter referred to as the “ **Party of the First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., incorporated under the Companies Act, 1956 or registered under Society Registration Act, 1860 / Indian Trusts Act 1882} and having its registered office at (hereinafter referred to as the “**Party of the Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- A. Shri Vinoba Bhave Civil Hospital intends to develop 100 seats Medical College in Silvassa (the “**Project**”).
- B. In pursuance of above, the Shri Vinoba Bhave Civil Hospital (hereinafter referred to as “**SVBCH**”), under UT Administration of Dadra and Nagar Haveli invited the tender by its RFP No. dated from interested Bidders for **SETTING UP OF 100 SEATS MEDICAL COLLEGE IN SILVASSA.**
- C. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- D. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto in the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

2.2.3 That the Parties shall form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated herein. The said SPV shall not undertake any other business during the Concession Period.

2.2.4 That the equity share holding of the Parties in the issued and paid up capital of the SPV shall not be less than that specified herein and as prescribed in the RFP dated, at all time during the Concession Period.

2.2.5 That M/s_____, and M/s_____, who are Members of the Consortium commit to hold the following equity stake in the SPV which are in line with the requirements of the RFP dated at all times during the Concession Period:

S. No.	Name of Member	Responsibility of Member	% of Shareholding
1.			
2.			

2.2.6 That any dilution in the equity holding by the Parties in the SPV shall be as per the provisions of the Concession Agreement that will be executed on award of the Project to us.

2.2.7 That neither of the consortium member shall divest any equity in the SPV for a minimum period of 2 (two) years from the date of receipt of Letter of Permit from Medical Council of India (Lock In Period) for the Project as defined in the Concession Agreement. After the Lock in Period, subject to Lead member continuing to hold 51% of equity stake / voting rights in the SPV and Technical Member fulfilling the Technical Criteria as mentioned below also continuing to hold at least 26% of equity stake / voting rights in the SPV at all time during the Concession Period, the rest of the equity of the consortium can be divested. That in case the Lead Member is also the Technical Member, the Lead Member shall continue to hold at least 51% of equity stake / voting rights in the SPV at all time during the Concession Period.

2.2.8 The Parties undertake that there shall be no change in respect of the Lead Member in the consortium till the end of the Concession Period.

2.2.9 The Parties further undertake to enter into a shareholders / member's agreement immediately after the formation/incorporation of the SPV to incorporate the terms and conditions of their participation in the Concessionaire as per the terms herein and shall and carry out the necessary changes in the Memorandum and Articles of Association / Bye-laws of the Concessionaire to adopt such terms of the shareholders agreement within 60 days from the date of incorporation of the Concessionaire. The Parties shall immediately furnish a copy of the shareholders agreement / member's agreement so entered and copy of modified Memorandum and Articles of Association / Bye-laws of the Concessionaire to the office of SVBCH.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Preferred Bidder and awarded the Project, the Parties shall enter into a Memorandum of Understanding ("MoU") with the UT Administration of Dadra and Nagar Haveli (hereinafter referred to as "UT Administration") and shall also cause the Concessionaire to execute the Concession Agreement with the Authority for performing all the obligations as the Concessionaire in terms of the Concession Agreement.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process;
- b) Party of the Second Part shall be {the ____ Member of the Consortium;}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all the obligations and liabilities relating to the Project in accordance with the terms of the RFP document

6. Lead Member: Without prejudice to the joint and several liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Concession Agreement through the Lead Member and SVBCH / UT Administration shall be entitled to deal with such Lead Member as the representative of all Members/Consortium. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the Agreement

shall be deemed to have been on its behalf and shall be binding on it. SVBCH / UT Administration shall be entitled to rely upon any such action, decision or communication from the Lead Member;

- b. any notice, communication, information or documents to be provided to the Concessionaire shall be delivered to the authorized representative of the Concessionaire (as designated pursuant to the Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. **Representation of the Parties:** Each Party represents to the other Party(ies) as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all the requisite powers and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a

material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of signing of the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, this Agreement will stand terminated upon intimation by SVBCH that it has not been selected and upon return of the Bid Security by SVBCH.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of {India}

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Lessee

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

For and on behalf of
SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed. However, the Joint Bidding Agreement provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostil certificate.

Appendix XIII

Draft Memorandum of Understanding and Draft Concession Agreement

(Enclosed Separately)