ಕರ್ನಾಟಕ ಸರ್ಕಾರ

Government of Karnataka
SECRETARIAT- IDD.
O/o Director-IDD

SUBJECT

Main Category	:	
Sub Category	:	
Description	:	Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework

OTHER DETAILS

Language	:	English
Remarks	:	
Previous References	:	
Later References	:	

Note # 1

ಕಡತ ಸೃಜಿಸಿದೆ.

04/07/2022 04:57 PM **NALINA S**
TYPIST

Note # 2

The Notification (dtd 30-6-2022) of MED appointing two Officers as Nodal Officers for coordinating with M/s. iDeCK for preparation of DPRs for Setting up of Medical Colleges in 11 Districts of Karnataka is placed in the file.

The previous correspondences on this subject moved thro' MED file (E No. 662434 MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC) may be looked at.

We may advise the MED to place the proposal for in-principle approval of forth coming SLSWA for taking forward of the projects on PPP Model and request MED to send an Agenda to this extent.

A draft email to MED is placed.

05/07/2022 01:49 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 3

ಸಭೆಯನ್ನು ದಿ: 08.07.2022. ರಂದು ಪೂರ್ವಾಹ್ನ 11.30 ಕ್ಕೆ ನಿಗಧಿಪಡಿಸಿ ಮಿಂಚಂಚೆ ಕಳುಹಿಸಲಾಗಿ ದೆ.

05/07/2022 05:20 PM **C S BABU NAGESH**
DIRECTOR

Note # 4

Pl add the proposal to 23rd SLSWA in-principle approval.

06/07/2022 11:42 AM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 5

ಕಂಡಿಕೆ #4 ರಂತೆ ಕ್ರಮವಹಿಸಿದೆ.

06/07/2022 12:36 PM **NALINA S**
TYPIST

Note # 6

ಇಂದು ನಡೆದ ಸಭೆಯ ನಡವಳಿಗಳನ್ನು DFA/826753 ಮಂಡಿಸಿದೆ.

15/07/2022 01:38 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 7

ಸಹಿ ಮಾಡಲಾದ ನಡವಳಿಯನ್ನು ಹೊರಡಿಸಿ.

16/07/2022 01:28 PM **C S BABU NAGESH**

DIRECTOR

Note # 8

ಸಹಿಯಾದ ನಡವಳಿಯನ್ನು ಹೊರಡಿಸಲಾಗಿದ್ದು, ಇಮೇಲ್ Ackನ್ನು ಕಡತದಲ್ಲಿ ದಾಖಲಿಸಿದೆ.

18/07/2022 12:06 PM **NALINA S**
TYPIST

Note # 9

18/07/2022 04:08 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 10

02/08/2023 04:08 PM **NALINA S**
TYPIST

Note # 11

02/08/2023 04:34 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 12

02/08/2023 06:09 PM **C S BABU NAGESH**
DIRECTOR

Note # 13

03/08/2023 12:13 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 4

PI add the proposal to 23rd SLSWA in-principle approval.

06/07/2022 11:42 AM

K R DEVIKA
EXECUTIVE ENGINEER

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂಖ್ಯೆ: ಎಂಇಡಿ 04 ಆರ್‌ಐ 2022

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಸಚಿವಾಲಯ,
ಬಹುಮಹಡಿಗಳ ಕಟ್ಟಡ,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ:30/06/2022

ಅಧಿಸೂಚನೆ

ರಾಜ್ಯದ 11 ಜಿಲ್ಲೆಗಳಲ್ಲಿ ಸಾರ್ವಜನಿಕ - ಖಾಸಗಿ ಸಹಬಾಗಿತ್ವದಲ್ಲಿ (PPP Model) ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪ್ರಾರಂಭಿಸಲು ಹಾಗೂ ಜಿಲ್ಲಾ ಆಸ್ಪತ್ರೆಗಳನ್ನು ಉನ್ನತೀಕರಿಸುವ ಸಂಬಂಧ ಐಡೆಕ್ ಸಂಸ್ಥೆಯವರೊಂದಿಗೆ ಸಮಾಲೋಚನೆ ನಡೆಸಿ ವಿಸ್ತೃತ ಯೋಜನಾ ವರದಿಯನ್ನು ತಯಾರಿಸಲು ಅಗತ್ಯ ಮಾಹಿತಿ ಒದಗಿಸುವ ಸಲುವಾಗಿ ಈ ಕೆಳಕಂಡ ಅಧಿಕಾರಿಗಳನ್ನು ನೋಡಲ್ ಅಧಿಕಾರಿಗಳಾನ್ನಾಗಿ ನೇಮಿಸಿ ಆದೇಶಿಸಿದೆ.

1) ಡಾ. ಪ್ರಭುದೇವ ಗೌಡ, ಹಿರಿಯ ತಜ್ಞರು, ಲೇಡಿ ವಿಲಿಂಗ್ ಟನ್, ಟ್ರೈ.ಬಿ ಸೆಂಟರ್, ಬೆಂಗಳೂರು.
2) ಡಾ. ರಮೇಶ್ ರೇವಣ್ಣ, ತುರ್ತು ಚಿಕಿತ್ಸಾ ಅಧಿಕಾರಿ, ವಿಕ್ಟೋರಿಯಾ ಆಸ್ಪತ್ರೆ, ಬೆಂಗಳೂರು.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಎಂ.ಜ್ಯೋತಿಪ್ರಕಾಶ್)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ-2,
ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ.

ಇವರಿಗೆ:

1. ಆಯುಕ್ತರು, ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಸೇವೆಗಳು, ಆನಂದರಾವ್ ವೃತ್ತ, ಬೆಂಗಳೂರು.
2. ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಮೂಲ ಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ, ವಿಕಾಸಸೌಧ.
3. ನಿರ್ದೇಶಕರು, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ನಿರ್ದೇಶನಾಲಯ, ಬೆಂಗಳೂರು.
4. ನಿರ್ದೇಶಕರು, ಬೆಂಗಳೂರು ವೈದ್ಯಕೀಯ ಮಹಾ ವಿದ್ಯಾಲಯ ಮತ್ತು ಸಂಶೋಧನಾ ಸಂಸ್ಥೆ, ಬೆಂಗಳೂರು.
5. ಜಂಟಿ ನಿರ್ದೇಶಕರು, ಲೇಡಿ ವಿಲ್ಲಿಂಗ್‌ಟನ್ ಟಿಬಿ ಸೆಂಟರ್, ಬೆಂಗಳೂರು
6. ಡಾ. ಪ್ರಭುದೇವ ಗೌಡ, ಹಿರಿಯ ತಜ್ಞರು, ಲೇಡಿ ವಿಲಿಂಗ್ ಟನ್, ಟಿ.ಬಿ ಸೆಂಟರ್,ಬೆಂಗಳೂರು.
7. ಡಾ. ರಮೇಶ್ ರೇವಣ್ಣ, ತುರ್ತು ಚಿಕಿತ್ಸಾ ಅಧಿಕಾರಿ, ವಿಕಟೋರಿಯಾ ಆಸ್ಪತ್ರೆ, ಬೆಂಗಳೂರು.
8. ಶಾಖಾರಕ್ಷ ಕಡತ/ಹೆಚ್ಚುವರಿ ಪ್ರತಿ

ಪ್ರತಿ:

1. ಮಾನ್ಯ ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಹಾಗೂ ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಸಚಿವರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿಗಳು, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು.
2. ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿಯವರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿ, ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ, ವಿಕಾಸಸೌಧ.
3. ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿಯವರು ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿ, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ.
4. ಸರ್ಕಾರದ ಅಪರ ಕಾರ್ಯದರ್ಶಿಯವರ ಆಪ್ತ ಸಹಾಯಕರು, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ.
5. ಮುಖ್ಯ ಕಾರ್ಯನಿರ್ವಹಕ ಅಧಿಕಾರಿ, ಮೂಲ ಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ (ಕರ್ನಾಟಕ), ಬೆಂಗಳೂರು.

File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

Government of Karnataka
MEDICAL EDUCATION SEC
MED-R&I

SUBJECT

Main Category	:	
Sub Category	:	
Description	:	Subject: Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework

OTHER DETAILS

Language	:	KANNADA
Remarks	:	
Previous References	:	
Later References	:	

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

List of Correspondences

Receipt No. / Issue No.	Subject	Type	Marked As	Attached On	Issued On	Pages	Remarks
4481785/2022/O/o US2-MED	ರಾಜ್ಯದಲ್ಲಿ ಸಾರ್ವಜನಿಕ ಖಾಸಗಿ ಸಹ ಭಾಗಿತ್ವದಲ್ಲಿ ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪ್ರಾರಂಭ ಮಾಡುವ ಬಗ್ಗೆ.	Receipt		18/08/2022 10:54 AM		482-482	.
4428080/2022/O/o DR-IDD	Proceedings sent Email Ack	Receipt		18/07/2022 12:04 PM		480-481	.
I/285597/2022	Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework	Issue			18/07/2022 12:04 PM	478-479	
4416213/2022/IDD-PPP-CELL	Meeting Attendence dtd 15.07.2022	Receipt		15/07/2022 01:22 PM		476-477	.
4354526/2022/O/o DR-IDD	MED Notification dtd 30.06.2022	Receipt		04/07/2022 04:56 PM		475-475	.
4355036/2022/O/o DR-IDD	Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework	Receipt		04/07/2022 04:55 PM		1-474	create

File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

Government of Karnataka
MEDICAL EDUCATION SEC
MED-R&I

SUBJECT

Main Category	:	
Sub Category	:	
Description	:	Subject: Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework

OTHER DETAILS

Language	:	KANNADA
Remarks	:	
Previous References	:	
Later References	:	

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Note # 1

06/01/2022 04:48 PM **NAGEENA S**
SECTION OFFICER

Note # 2

The proposal is recieved from Infrastructure Development Corporation (Karnataka) for setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka under PPP framework.Under the instructions from
Honourable Minister the proposal is placed for your kind perusal and further orders

06/01/2022 05:00 PM **M SHILPA**
DEPUTY SECRETARY

Note # 3

please refer to earlier discussion on starting new medical colleges on PPP mode.

There are about 11 new MC which are in pipeline. NITI AYOGA has come up with guidelines on the modalities.
The issue was discussed with iDECK , a GOK undertaking to draw the PPP document.
The letter addressed by iDECK is attached for perusal.
They are asking for remuneration on 'SUCCESS FEE " model.
We can ask them to start prepration of document to start new MC on PPP mode.
The SUCCESS FEE can be decided on mutually agreed terms.
for perusal and approval of HM.

10/01/2022 05:01 PM **Naveen Raj SIngh**
SECRETARY

Note # 4

NOTESHEET - MED 04 RI 2022.pdf

18/01/2022 09:20 PM **DR.K SUDHAKAR**
MINISTER

Note # 5

IDD is the nodal department for all PPP model projects.

Honbl Medical Education minister has approved that new medical colleges be constructed and run under PPP model.

We seek guidance from IDD for further course of action.
Please treat this as urgent

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

20/01/2022 02:38 PM **Naveen Raj SIngh**
SECRETARY

Note # 6
ಕೂಡಲೇ ಮಂಡಿಸಿರಿ.

20/01/2022 02:46 PM **B H ANIL KUMAR**
ADDITIONAL CHIEF SECRETARY

Note # 7

20/01/2022 04:06 PM **C S BABU NAGESH**
DIRECTOR

Note # 8

The localized need and priority of Medical Colleges and Professionals are well established and experienced from Feb 2020 till date during the period of Pandemic.

GoI has prioritized and incentivized Infrastructure Development under the Atmanirbhar Bharat Scheme to uplift the Infrastructure Gaps related to Social sector. One such consideration is the enhanced (from 20 to 30%) VGF (para 4 Government Support) announced in Dec-2020 by DEA, which is applicable for Health (para-g) Sector also. GOK has also considered to enhance its VGF support. MED-GoK can harness these benefits, which has been repeatedly persuaded through Meetings and correspondences.

The NITI AYOGA has issued ModelRFP (https://www.niti.gov.in/sites/default/files/2020-06/RFP_-_Guiding_Principles_Medical_Education.pdf) and MCA for Establishing Medical Colleges, on **DFAOT**/**DBFOT** Model can be utilised by Admin Dept.

MED may be once again requested to create an Internal PPP Cell for Capacity Building of the MED-Officials to structure the PPP Projects, which is still awaited. It is relevant to inform MED that, with PPP Policy-2018, the Admin Departments have to themselves initialize and take forward their PPP Projects.

The Proposal of iDeCK for Setting up Medical Colleges and District Hospitals in 11 Locations on PPP Mode, is not clear with specific (para 2.1 - Phase-I Bullet point 3 of iDeCk proposal) locations. Even MED has not commented on those 11 locations.

As such, MED has to internally and primarily finalize these locations (along with its Social and Environmental issues) along with unencumbered land details and extent of land for its specification to suit the requirement of Med Colleges with the capacity and line estimation of cost of individual project which is a requirement to asses the cost of TA services.

On finalizing the locations, a primary market sounding may be conducted to understand the response of Developers for such locations, upon which the final location list may be arrived and continued with further TA activities. It is better to consider each location as a single project and proceed with TA services by prioritising

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

and selecting such locations responsive to PPP and proceeding further.

In the recent, DYES has taken up its projects (sub-1 & 2 of Proceedings dtd 25-6-2021) on SUCESS FEE Model through iDeCK and has received approval from SLSWA.

The available reference for recovering/arriving at theextent of % of Success Fee (para 4.1 of iDeCK proposal) may be as per the specified % in KIPDF document. Such percentage has to be looked along with para 4 of iDeCK proposal.

The ToR of TA Services may be finalised by the AD referring to the procedures delineated in PPP Handbook of IDD. Continuing with the TA services of iDeCk can be finalised by the AD .

The proposal with Agenda Notes may be moved by AD to SLSWA for in-principle approval to continue the selected projects on PPP Mode.

Submitted for perusal

21/01/2022 04:38 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 9

ಕಂಡಿಕೆ #8 ತಮ್ಮ ಅವಗಾಹನೆಗಾಗಿ ಸಲ್ಲಿಸಿದೆ.

ಆಡಳಿತ ಇಲಾಖೆಯು Medical college ಹಾಗೂ Hospitals ಗಳನ್ನು ಯಾವ ಸ್ಥಳಗಳಲ್ಲಿ ಸ್ಥಾಪಿಸಲಾಗುವುದರ ಬಗ್ಗೆ ಮಾಹಿತಿ ನೀಡಿರುವುದಿಲ್ಲ ಹಾಗೂ ideck ನವರು ಸಹ ತಮ್ಮ ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ತಿಳಿಸಿರುವುದಿಲ್ಲ.

ಸದರಿ ಆಡಳಿತ ಇಲಾಖೆಯು ತಮ್ಮ ಆಂತರಿಕ PPP cell ಸ್ಥಾಪಿಸಿರುವುದಿಲ್ಲವೆಂದು ತಮ್ಮ ಅವಗಾಹನೆಗಾಗಿ ಸಲ್ಲಿಸಿದೆ.

ಆದ್ದರಿಂದ, ಆಡಳಿತ ಇಲಾಖೆಯು ಮೊದಲು ಆಂತರಿಕ PPP cell ಸ್ಥಾಪಿಸಿ, ಸದರಿ Medical college ಹಾಗೂ Hospitals ಗಳನ್ನು ಸ್ಥಾಪಿಸಲು ಸ್ಥಳಗಳನ್ನು ಗುರುತಿಸಿದ್ದಲ್ಲಿ (with clear land titles), ಪ್ರತಿ ಸ್ಥಳವನ್ನು ಒಂದು ಯೋಜನೆಯಾಗಿ ಪರಿಗಣಿಸಿ ತಾತ್ಕಾಲಿಕ ಯೋಜನಾ ವೆಚ್ಚವನ್ನು ತೀರ್ಮಾನಿಸಿದ ನಂತರ ಎಷ್ಟು ಸ್ಥಳಗಳಲ್ಲಿ ಹಾಗೂ ಯಾವ ಮೂಲಕ ಸ್ಥಾಪಿಸಲಾಗುವುದೆಂದು (success fee model/**DFAOT**/**DBFOT**) ತಮ್ಮ ಆಂತರಿಕ ಪಿಪಿಪಿ ಕೋಶದಲ್ಲಿ ಚರ್ಚಿಸಿ ತೀರ್ಮಾನಿಸಿ concept note ನ್ನು ತಯಾರಿಸಬೇಕಾಗಿರುತ್ತದೆ.

ಸದರಿ ಯೋಜನೆಯನ್ನು ಪಿಪಿಪಿ ಮಾದರಿಯಲ್ಲಿ ಕೈಗೊಳ್ಳಲು SLSWA ಸಮಿತಿಯ ತಾತ್ವಿಕ ಅನುಮೋದನೆಗಾಗಿ ಮೇಲೆ ತಿಳಿಸಿರುವ ಮಾಹಿತಿಯನ್ನು agenda note ದೊಂದಿಗೆ ಕಳುಹಿಸಿಕೊಡಲು ಆಡಳಿತ ಇಲಾಖೆಗೆ ಕೂಡಲೇ ಕ್ರಮ ಕೈಗೊಳ್ಳಲು ಕಡತವನ್ನು ಹಿಂತಿರುಗಿಸಬಹುದು.

21/01/2022 06:51 PM **C S BABU NAGESH**
DIRECTOR

Note # 10

ಒಪ್ಪಿದೆ.

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

25/01/2022 01:51 PM **B H ANIL KUMAR**
ADDITIONAL CHIEF SECRETARY

Note # 11

ಕಂಡಿಕೆ #9 ರಲ್ಲಿ ತಿಳಿಸಿರುವಂತೆ ಕ್ರಮಕೈಗೊಳ್ಳಲು ಕಡತವನ್ನು ಹಿಂತಿರುಗಿಸಲು ನಿರ್ದೇಶಿಸಲ್ವಟ್ಟಿರುತ್ತೇನೆ.

25/01/2022 04:18 PM **C S BABU NAGESH**
DIRECTOR

Note # 12

MED dosn't have an in-house PPP cell.

The project is based on success fee model.

following is the list of places where medical colleges under PPP model is proposed Bangalore (rural) , udupi,davangere,hospete, kolar, tumkuru, ramnagara,Dakhina Kannada, Bagalkote, Vijaypura.

iDECK is the transaction adviser who will execute under success-fee model.

In-principal approval may be accorded to initiate process.

an early approval is requested.

31/01/2022 04:35 PM **Naveen Raj SIngh**
SECRETARY

Note # 13

Note #12 is for kind perusal. The 11 locations for establishing Med Colleges have been finalized by the Administrative Department (MED) and moved with an opinion to avail the services of iDeCK on success-fee model, requesting in-principle approval.

Development of any infrastructure project on PPP model depends specifically on the availability of unencumbered extent of identified land that can be given on Concession by the Sponsoring Authority for the project with its test/studying for viability on PPP, which is carried in stages.

As of now, the Administrative Department (MED) is still at the stage of Project preparation & this project is being taken up on success fee model through hiring a TA. Hiring of TA on success-fee model is at the discretion of the Administrative Dept (MED). Accordingly, they may advise iDeCK to take upidentifying the suitable land with its extent details & to capture these information for all the 11 locations.

When once the land details, capacity of the Medical college, project estimate cost, are finalized (it is advised for a market sounding to understand the interest of private developers) the same can then be placed before SLSWA for seeking in-principle approval

or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

since this project is taken up on success-fee model, the Administrative Department may prepare individual location-wise feasibility study report, risk structuring and preparation of draft RFP & DCA document and submitted to IDP&IWTD for further processing the proposals to be placed before PPPAC for deliberations and then to SLSWA for approval of the bidding documents to procure the developer.

The above may be informed to the Administrative Department (MED). For kind perusal and approval.

01/02/2022 05:29 PM **C S BABU NAGESH**
DIRECTOR

Note # 14
Agreed

02/02/2022 04:29 PM **B H ANIL KUMAR**
ADDITIONAL CHIEF SECRETARY

Note # 15

02/02/2022 04:50 PM **C S BABU NAGESH**
DIRECTOR

Note # 16
please indicate how much success fee (in percentage of project cost) may be awarded to IDECK ?

03/02/2022 03:25 PM **Naveen Raj SIngh**
SECRETARY

Note # 17

03/02/2022 04:05 PM **C S BABU NAGESH**
DIRECTOR

Note # 18
Note-16 referred.

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

A thought process/preparation of SOP for availing TA services on 'Success Fee' Model, is initiated and a file is moved to streamline the process.

However, to follow KTPP meticulously in engaging the TA, the AD may;

1. Prepare a location wise Project proposal with unencumbered land details and expected capacity of Med College and other facilities,
2. Prepare a ToR of expected services from the TA,
3. Float an RFP for TA either project-wise or package-wise through eproc, inviting the bids with bidding parameter as 'lowest success fee amount',
4. which may then be floated as short term tender amongst all the empaneled TAs of IDD, who have been qualified to take up PPP TA services in two categories.

The benchmark/threshold for assessing 'success fee' percentage (maximum) may be inline with the available KIPDF (para 4.11) Guidelines.

For preparing the draft RFP for TA, the services of M/s KPMG-PMU KSIIDC may be availed by the AD.

03/02/2022 04:40 PM **K R DEVIKA**
EXECUTIVE ENGINEER

Note # 19

Note #16 is for kind perusal.

SOP for availing TA services on 'Success Fee' Model is in process. However for hiring TA on Success fee model, KTPP act has to be followed meticulously. The Administrative Department has to

1. Prepare a Terms of Reference of expected services from the TA
2. Float an RFP either project-wise or package-wise through eproc, as short term tender amongst all the empaneled TAs of IDD (in two categories i.e. based on the project investment) inviting the bids with bidding parameter as 'Lowest success fee amount'. The benchmark/threshold for assessing 'success fee' percentage (maximum) may be inline with the available KIPDF (para 4.11) Guidelines.For preparing the draft RFP for hiring TA services on success fee model, the services of M/s KPMG-PMU KSIIDC may be availed by the Administrative Department.

The above may be informed to the Administrative Department (MED) to take further necessary action. For kind perusal and approval.

03/02/2022 06:49 PM **C S BABU NAGESH**
DIRECTOR

Note # 20

Agreed

04/02/2022 10:29 AM **B H ANIL KUMAR**
ADDITIONAL CHIEF SECRETARY

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Note # 21

04/02/2022 10:41 AM **C S BABU NAGESH**
DIRECTOR

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

NOTE 4 (Attachment : NOTESHEET - MED/04/RI/2022-R.pdf) File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)

Note # 1

06/01/2022 04:48 PM

NAGEENA S
SECTION OFFICER

Note # 2

The proposal is recieved from Infrastructure Development Corporation (Karnataka) for setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka under PPP framework.Under the instructions from
Honourable Minister the proposal is placed for your kind perusal and further orders

06/01/2022 05:00 PM

M SHILPA
DEPUTY SECRETARY

Note # 3

please refer to earlier discussion on starting new medical colleges on PPP mode.

There are about 11 new MC which are in pipeline. NITI AYOGA has come up with guidelines on the modalities.
The issue was discussed with iDECK , a GOK undertaking to draw the PPP document.
The letter addressed by iDECK is attached for perusal.
They are asking for remuneration on 'SUCCESS FEE " model.
We can ask them to start prepration of document to start new MC on PPP mode.
The SUCCESS FEE can be decided on mutually agreed terms.
for perusal and approval of HM.

10/01/2022 05:01 PM

Naveen Raj SIngh
SECRETARY

---

(4) ಟಿಪ್ಪಣಿ/ಆಜ್ಞೆಯವರು)

ಅನುಮೋದಿಸಿದೆ.

ಡಾ. ಕೆ. ಸುಧಾಕರ್
ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ
ಹಾಗೂ ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಸಚಿವರು

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSSN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Note # 8

The localized need and priority of Medical Colleges and Professionals are well established and experienced from Feb 2020 till date during the period of Pandemic.

GoI has prioritized and incentivized Infrastructure Development under the Atmanirbhar Bharat Scheme to uplift the Infrastructure Gaps related to Social sector. One such consideration is the enhanced (from 20 to 30%) VGF (para 4 Government Support) announced in Dec-2020 by DEA, which is applicable for Health (para-g) Sector also. GOK has also considered to enhance its VGF support. MED-GoK can harness these benefits, which has been repeatedly persuaded through Meetings and correspondences.

The NITI AYOGA has issued ModelRFP (https://www.niti.gov.in/sites/default/files/2020-06/RFP_-_Guiding_Principles_Medical_Education.pdf) and MCA for Establishing Medical Colleges, on **DFAOT**/**DBFOT** Model can be utilised by Admin Dept.

MED may be once again requested to create an Internal PPP Cell for Capacity Building of the MED-Officials to structure the PPP Projects, which is still awaited. It is relevant to inform MED that, with PPP Policy-2018, the Admin Departments have to themselves initialize and take forward their PPP Projects.

The Proposal of iDeCK for Setting up Medical Colleges and District Hospitals in 11 Locations on PPP Mode, is not clear with specific (para 2.1 - Phase-I Bullet point 3 of iDeCk proposal) locations. Even MED has not commented on those 11 locations.

As such, MED has to internally and primarily finalize these locations (along with its Social and Environmental issues) along with unencumbered land details and extent of land for its specification to suit the requirement of Med Colleges with the capacity and line estimation of cost of individual project which is a requirement to asses the cost of TA services.

On finalizing the locations, a primary market sounding may be conducted to understand the response of Developers for such locations, upon which the final location list may be arrived and continued with further TA activities. It is better to consider each location as a single project and proceed with TA services by prioritising and selecting such locations responsive to PPP and proceeding further.

In the recent, DYES has taken up its projects (sub-1 & 2 of Proceedings dtd 25-6-2021) on SUCESS FEE Model through iDeCK and has received approval from SLSWA.

The available reference for recovering/arriving at theextent of % of Success Fee (para 4.1 of iDeCK proposal) may be as per the specified % in KIPDF document. Such percentage has to be looked along with para 4 of iDeCK proposal.

The ToR of TA Services may be finalised by the AD referring to the procedures delineated in PPP Handbook of IDD. Continuing with the TA services of iDeCk can be finalised by the AD .

The proposal with Agenda Notes may be moved by AD to SLSWA for in-principle approval to continue the selected projects on PPP Mode.

Submitted for perusal

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

REFERRED IN NOTE 9

21/01/2022 04:38 PM

K R DEVIKA
EXECUTIVE ENGINEER

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Note # 9

ಕಂಡಿಕೆ #8 ತಮ್ಮ ಅವಗಾಹನೆಗಾಗಿ ಸಲ್ಲಿಸಿದೆ.

ಆಡಳಿತ ಇಲಾಖೆಯು Medical college ಹಾಗೂ Hospitals ಗಳನ್ನು ಯಾವ ಸ್ಥಳಗಳಲ್ಲಿ ಸ್ಥಾಪಿಸಲಾಗುವುದರ ಬಗ್ಗೆ ಮಾಹಿತಿ ನೀಡಿರುವುದಿಲ್ಲ ಹಾಗೂ ideck ನವರು ಸಹ ತಮ್ಮ ಪ್ರಸ್ತಾವನೆಯಲ್ಲಿ ತಿಳಿಸಿರುವುದಿಲ್ಲ.

ಸದರಿ ಆಡಳಿತ ಇಲಾಖೆಯು ತಮ್ಮ ಆಂತರಿಕ PPP cell ಸ್ಥಾಪಿಸಿರುವುದಿಲ್ಲವೆಂದು ತಮ್ಮ ಅವಗಾಹನೆಗಾಗಿ ಸಲ್ಲಿಸಿದೆ.

ಆದ್ದರಿಂದ, ಆಡಳಿತ ಇಲಾಖೆಯು ಮೊದಲು ಆಂತರಿಕ PPP cell ಸ್ಥಾಪಿಸಿ, ಸದರಿ Medical college ಹಾಗೂ Hospitals ಗಳನ್ನು ಸ್ಥಾಪಿಸಲು ಸ್ಥಳಗಳನ್ನು ಗುರುತಿಸಿದ್ದಲ್ಲಿ (with clear land titles), ಪ್ರತಿ ಸ್ಥಳವನ್ನು ಒಂದು ಯೋಜನೆಯಾಗಿ ಪರಿಗಣಿಸಿ ತಾತ್ಕಾಲಿಕ ಯೋಜನಾ ವೆಚ್ಚವನ್ನು ತೀರ್ಮಾನಿಸಿದ ನಂತರ ಎಷ್ಟು ಸ್ಥಳಗಳಲ್ಲಿ ಹಾಗೂ ಯಾವ ಮೂಲಕ ಸ್ಥಾಪಿಸಲಾಗುವುದೆಂದು (success fee model/**DFAOT**/**DBFOT**) ತಮ್ಮ ಆಂತರಿಕ ಪಿಪಿಪಿ ಕೋಶದಲ್ಲಿ ಚರ್ಚಿಸಿ ತೀರ್ಮಾನಿಸಿ concept note ನ್ನು ತಯಾರಿಸಬೇಕಾಗಿರುತ್ತದೆ.

ಸದರಿ ಯೋಜನೆಯನ್ನು ಪಿಪಿಪಿ ಮಾದರಿಯಲ್ಲಿ ಕೈಗೊಳ್ಳಲು SLSWA ಸಮಿತಿಯ ತಾತ್ವಿಕ ಅನುಮೋದನೆಗಾಗಿ ಮೇಲೆ ತಿಳಿಸಿರುವ ಮಾಹಿತಿಯನ್ನು agenda note ದೊಂದಿಗೆ ಕಳುಹಿಸಿಕೊಡಲು ಆಡಳಿತ ಇಲಾಖೆಗೆ ಕೂಡಲೇ ಕ್ರಮ ಕೈಗೊಳ್ಳಲು ಕಡತವನ್ನು ಹಿಂತಿರುಗಿಸಬಹುದು.

21/01/2022 06:51 PM **C S BABU NAGESH**
DIRECTOR

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Note # 12

MED dosn't have an in-house PPP cell.

The project is based on success fee model.

following is the list of places where medical colleges under PPP model is proposed Bangalore (rural) , udupi,davangere,hospete, kolar, tumkuru, ramnagara,Dakhina Kannada, Bagalkote, Vijaypura.

iDECK is the transaction adviser who will execute under success-fee model.

In-principal approval may be accorded to initiate process.

an early approval is requested.

31/01/2022 04:35 PM **Naveen Raj SIngh**
SECRETARY

Note # 16

please indicate how much success fee (in percentage of project cost) may be awarded to IDECK ?

03/02/2022 03:25 PM **Naveen Raj SIngh**
SECRETARY

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Note # 16

please indicate how much success fee (in percentage of project cost) may be awarded to IDECK ?

03/02/2022 03:25 PM **Naveen Raj SIngh**
SECRETARY

Public Private Partnership

in

Medical Education

CONCESSION AGREEMENT - GUIDING PRINCIPLES

NITI Aayog
Government of India

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure III

Consolidated List of Sectors

At present, the following sectors are eligible for Viability Gap Funding under this Scheme:

a) Roads and bridges, railways, seaports, airports, inland waterways;
b) Power;
c) Urban transport, water supply, sewerage, solid waste management and other physical infrastructure in urban areas;
d) Infrastructure projects in Special Economic Zones and internal infrastructure in National Investment and Manufacturing Zones;
e) International convention centres and other tourism infrastructure projects;
f) Capital investment in the creation of modern storage capacity including cold chains and post- harvest storage;
g) Education, health and skill development, without annuity provision;

Provided that Viability Gap Funding would be provided to Medical Colleges setup in PPP mode by being attached to an existing district hospital subject to the condition that:

i. States fully allow the facilities of the hospital to the medical college; and
ii. States provide land to the medical college at a concession.

h) Oil/Gas/Liquefied Natural Gas (LNG) storage facility (includes city gas distribution network);
i) Oil and Gas pipelines (includes city gas distribution network);
j) Irrigation (dams, channels, embankments, etc);
k) Telecommunication (Fixed Network) (includes optic fibre/ wire/ cable networks which provide broadband /internet);
l) Telecommunication towers;
m) Terminal markets;
n) Common infrastructure in agriculture markets; and
o) Soil testing laboratories

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4.6 The fees do not include cost towards tender advertisements, conducting pre-bid meetings and the associated costs, any marketing materials, stakeholder meetings etc. Any costs towards these shall be borne by the Client directly

4.7 iDeCK shall not carry out any other technical surveys for the assignment apart from the mentioned ones in this proposal, and in case if the same is to be carried out, the same may be undertaken at such renegotiated, modified and new terms and conditions relating to such additional services as may be mutually acceptable to the client and iDeCK.

5. Other Terms and Conditions

5.1 The fee quoted is valid for a period of 12 (twelve) weeks from the date of this Proposal within which time the proposal would need to be accepted.

5.2 Wherever required by applicable laws, the Client shall deduct taxes at source, from the amounts payable, and shall promptly provide to iDeCK, the appropriate tax deduction certificate evidencing payment of such taxes.

5.3 The Client shall nominate one Project Officer for day-to-day co-ordination with iDeCK.

5.4 The Client shall provide to iDeCK from time to time such documents/reports/information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available.

5.5 iDeCK shall perform the services based on information furnished to it by the Client and shall be entitled to rely upon such information as authentic. iDeCK shall have the discretion to adopt such methodology and procedure as it may deem fit for rendering the Services

5.6 iDeCK may agree to perform any additional services which are not within the scope of services mentioned herein above. In the event the Client desires iDeCK to perform such additional services, on such renegotiated, modified and new terms and conditions relating to such additional services as may be mutually acceptable to the Client and iDeCK.

5.7 iDeCK would submit to the Client three (3) hard copies and one (1) soft copy of all reports to be delivered as per the Deliverables.

5.8 In case of early termination of the arrangement, iDeCK shall be entitled to receive payment from the Client for the Services performed up to the date of such termination, and any reasonable costs incurred by iDeCK as a result of such termination.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. The KIPDF and its Role

Background of the KIPDF

3.1 The Budget for the year 2010-11 provides for setting up of a Revolving Fund with a corpus Rs. 10 Crore to quicken the process of project preparation. Accordingly, the corpus fund titled "Karnataka Infrastructure Project Development Fund" (KIPDF) has been created to be operational in the Infrastructure Development Department with an initial corpus of Rs. 10 Crore for supporting the development of credible and bankable Public Private Partnership (PPP) projects that can be offered to the private sector. The KIPDF has been created with initial budgetary outlay provided in the state's budget 2010-11.

3.2 The KIPDF's primary objective would be to fund potential PPP projects' project development expenses including costs of engaging consultants and transaction advisors; thus increasing the quality and quantity of successful PPPs and allowing informed decision making by the Government. The KIPDF will assist projects that closely support the best practices in PPP project identification and preparation aiming to increase the quality and quantity of 'bankable projects' that are processed through the States' project pipeline.

The Purpose of the IIPDF

3.3 The procurement costs of PPPs, and particularly the costs of Transaction Advisors, are significant and often pose a burden on the budget of the Sponsoring Authority. Infrastructure Development Department has identified the KIPDF, as a mechanism through which Sponsoring Authority will be able to source funding to cover a portion of the PPP transaction costs; thereby reducing the impact of costs related to procurement on their respective budgets. From the State Government's perspective, the KIPDF must increase the quality and quantity of 'bankable projects' that are processed through the various projects in pipeline.

3.4 The assistance from KIPDF will be available to the Sponsoring Authorities for PPP projects for the purpose of meeting the project development costs up to 75% which may include the expenses incurred by the Sponsoring Authority in respect of feasibility studies, environment impact studies, financial structuring, legal reviews and development of project documentation, including concession agreement, commercial assessment studies (including

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Model

Request for Proposal (RFP)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Proceedings of the meeting held on 25.06.2021 under the Chairmanship of the Additional Chief Secretary, Department Of Youth Empowerment & Sports and Additional Chief Secretary to Government, Infrastructure Development, Ports & Inland Water Transport Department to discuss on PPP Projects in Department Of Youth Empowerment & Sports.

Members Present: As per list attached.

At the outset, the Additional Chief Secretary, Infrastructure Development, Ports & Inland Water Transport Department welcomed the officers to the meeting. The subjects were taken up for discussion as per agenda.

The Additional Chief Secretary to Government, Youth Empowerment and Sports Department, made a brief presentation on the subjects and requested to provide funds from IDP&IWTD for payment of fees to take up transaction advisory services for the said projects.

Sub No. 1: Development of Govt. Flying Training School at Jakkur:

The Additional Chief Secretary to Government, Youth Empowerment and Sports Department briefed the project details like land availability and the proposed cost as per the Department Guidelines. Additional Chief Secretary stated that, the Department is looking forward for the upgradation of Flying School with an integrated approach, modernizing the existing facilities and bring in aero sports related commercial development at the proposed site on PPP mode.

The Additional Chief Secretary to Govt, Infrastructure Development, Ports & Inland Water Transport Department asked iDeCK to take up the Transaction Advisory Services on success fee models in consultation with Department Of Youth Empowerment & Sports.

(Action: Commissioner, Youth Empowerment and Sports Department, CEO, iDeCK)

Sub No. 2: Development of District Stadia at Bangalore Rural (Devanahalli), Hospete and Yadgiri:

The Additional Chief Secretary to Govt, Youth Empowerment and Sports Department conveyed that the preliminary studies have been already conducted for developer of Bengaluru Rural & Yadgiri stadia on PPP basis.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. The KIPDF and its Role

Background of the KIPDF

3.1 The Budget for the year 2010-11 provides for setting up of a Revolving Fund with a corpus Rs. 10 Crore to quicken the process of project preparation. Accordingly, the corpus fund titled "Karnataka Infrastructure Project Development Fund" (KIPDF) has been created to be operational in the Infrastructure Development Department with an initial corpus of Rs. 10 Crore for supporting the development of credible and bankable Public Private Partnership (PPP) projects that can be offered to the private sector. The KIPDF has been created with initial budgetary outlay provided in the state's budget 2010-11.

3.2 The KIPDF's primary objective would be to fund potential PPP projects' project development expenses including costs of engaging consultants and transaction advisors; thus increasing the quality and quantity of successful PPPs and allowing informed decision making by the Government. The KIPDF will assist projects that closely support the best practices in PPP project identification and preparation aiming to increase the quality and quantity of 'bankable projects' that are processed through the States' project pipeline.

The Purpose of the IIPDF

3.3 The procurement costs of PPPs, and particularly the costs of Transaction Advisors, are significant and often pose a burden on the budget of the Sponsoring Authority. Infrastructure Development Department has identified the KIPDF, as a mechanism through which Sponsoring Authority will be able to source funding to cover a portion of the PPP transaction costs; thereby reducing the impact of costs related to procurement on their respective budgets. From the State Government's perspective, the KIPDF must increase the quality and quantity of 'bankable projects' that are processed through the various projects in pipeline.

3.4 The assistance from KIPDF will be available to the Sponsoring Authorities for PPP projects for the purpose of meeting the project development costs up to 75% which may include the expenses incurred by the Sponsoring Authority in respect of feasibility studies, environment impact studies, financial structuring, legal reviews and development of project documentation, including concession agreement, commercial assessment studies (including

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. The KIPDF and its Role

Background of the KIPDF

3.1 The Budget for the year 2010-11 provides for setting up of a Revolving Fund with a corpus Rs. 10 Crore to quicken the process of project preparation. Accordingly, the corpus fund titled "Karnataka Infrastructure Project Development Fund" (KIPDF) has been created to be operational in the Infrastructure Development Department with an initial corpus of Rs. 10 Crore for supporting the development of credible and bankable Public Private Partnership (PPP) projects that can be offered to the private sector. The KIPDF has been created with initial budgetary outlay provided in the state's budget 2010-11.

3.2 The KIPDF's primary objective would be to fund potential PPP projects' project development expenses including costs of engaging consultants and transaction advisors; thus increasing the quality and quantity of successful PPPs and allowing informed decision making by the Government. The KIPDF will assist projects that closely support the best practices in PPP project identification and preparation aiming to increase the quality and quantity of 'bankable projects' that are processed through the States' project pipeline.

The Purpose of the IIPDF

3.3 The procurement costs of PPPs, and particularly the costs of Transaction Advisors, are significant and often pose a burden on the budget of the Sponsoring Authority. Infrastructure Development Department has identified the KIPDF, as a mechanism through which Sponsoring Authority will be able to source funding to cover a portion of the PPP transaction costs; thereby reducing the impact of costs related to procurement on their respective budgets. From the State Government's perspective, the KIPDF must increase the quality and quantity of 'bankable projects' that are processed through the various projects in pipeline.

3.4 The assistance from KIPDF will be available to the Sponsoring Authorities for PPP projects for the purpose of meeting the project development costs up to 75% which may include the expenses incurred by the Sponsoring Authority in respect of feasibility studies, environment impact studies, financial structuring, legal reviews and development of project documentation, including concession agreement, commercial assessment studies (including

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

List of Correspondences

	Receipt No. / Issue No.	Subject	Type	Marked As	Attached On	Issued On	Pages	Remarks
E	3563413/2022/IDD-PPP-CELL	MCA	Receipt		21/01/2022 02:52 PM		166-450	.
E	3563317/2022/IDD-PPP-CELL	NITI Aayog - Model RFP	Receipt		21/01/2022 02:52 PM		86-165	.
E	3563292/2022/IDD-PPP-CELL	VGF, GoI Guidelines	Receipt		21/01/2022 02:43 PM		44-85	.
E	3562787/2022/IDD-PPP-CELL	Proceedings of the meeting held on 25.06.2021 with DYES	Receipt		21/01/2022 01:25 PM		40-43	.
E	3562769/2022/IDD-PPP-CELL	KIPDF Guidelines	Receipt		21/01/2022 01:24 PM		9-39	.
E	3502817/2022/MED-R&I	Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework	Receipt		06/01/2022 04:47 PM		1-8	To attend in file

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3502817/2022/MED-R&I

Setting up of Medical Colleges and Upgrading the District Hospitals in Karnataka (11 locations) under PPP Framework

Advisory Assistance Proposal

Submitted to

Department of Medical Education, Government of Karnataka

iDeCK

Ideas that Build Nations

January 2022

Infrastructure Development Corporation (Karnataka) Limited
#9/7, K.C.N Bhavan, Yamuna Bai Road, Madhavnagar Extension,
Off Race Course Road, Bangalore – 560001
Phone: 080 – 43448000. Fax: 080 – 43448001
Website: www.ideck.in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

1. Background

At 562, India has the highest number of medical colleges in the world and also not surprisingly, we have the second highest number of doctors globally. But given our 1.3 billion population, the doctor-patient ratio is abysmal. In India, there is one government doctor for every 10,189 people (the World Health Organization (WHO) recommends a ratio of 1:1000), or a deficit of 600,000 doctors, and nurse:patient ratio is 1:483, implying a shortage of two million nurses. The unfortunate incident of COVID-19 highlights the ill-preparedness of the nation's medical infrastructure at the time of a raging pandemic. As a renowned cardiologist Dr Devi Prasad Shetty, chairman and executive director of Narayana Health, says, beds don't treat patients - doctors do. Noting that as per WHO guidelines there should be one doctor for 1000 population, Hon'ble Health and Medical Education Minister (Govt. of Karnataka) has raised concerns about India's scenario wherein there is a doctor for every 10-12 thousand population.

Government of India, since 2014, has been pursuing an ambitious plan to set up 157 medical colleges in three phases at an estimated INR 24,735 crore and raise 15,700 additional medical graduates every year. Work is also on to establish 22 institutes on the lines of AIIMS (All India Institute of Medical Sciences). But mega infrastructure takes time to build - only 46 of the 157 medical colleges and six of the 22 AIIMS are operational. Other central measures to beef up the medical workforce included increasing number of MBBS seats from an average 150 to 250 per institute, relaxing the teacher-student ratio norms and age limit for appointing teachers, and making it mandatory for medical colleges to start postgraduate courses within three years of recognition.

Karnataka needs more medical colleges to meet the demand for doctors and the Government is willing to establish more in Public-Priyate Partnership (PPP). The proposed PPP model shall reduce the burden on state exchequer and also helps provide affordable medical education and treatment to the needy. Also NITI Aayog has come out with a PPP model to link new or existing private medical colleges with a functional district hospital to augment medical seats.

- Karnataka needs more medical colleges to meet the demand for doctors and the Government was willing to establish them under the Public-Private Partnership (PPP)
- Quality, bed-capacity and human resources of district hospitals need to be addressed immediately
- Integrated healthcare facility with medical college at district headquarters and to be linked to existing district hospital with upgradation of facilities as per NMC/MCI standards

It was proposed to select 11 locations (district headquarters) and explore the possibility of developing medical colleges at these locations with proximity to district hospitals and link them with medical college to upgrade and operate under PPP mode.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

In light of the above, Government of Karnataka (GoK) through the Department of Medical Education ("**Authority**" or "**Client**") proposed this initiative of establishing Medical Colleges across the state. To begin with, 11 Medical Colleges shall be taken up for development and shall be linked with existing district hospitals at respective district headquarters and projects shall be implemented under Public Private Partnership (PPP) framework (the "**Project**"). In this regard, Client has requested Infrastructure Development Corporation (Karnataka) Limited ("**iDeCK**" or the "**Consultant**") for advisory assistance in development of the Project.

2. Scope of Services

The Scope of Services (hereinafter referred to as "the Services") that iDeCK would undertake as part of the Assignment is set out below.

The overall Scope of Services is split in 2 Phases as below:

- **Phase 1 – Project Development**
- **Phase 2 – Transaction Assistance**

2.1 Phase I: Project Development

iDeCK would undertake a limited research study to conceptualise the project and arrive at configuration of the projects across proposed 11 locations. This shall be followed by providing assistance to client in seeking requisite administrative approvals for floating the tender document(s) under PPP mode at the earliest. Given below are the details of activities proposed as part of this phase;

- Close co-ordination with Department officials in obtaining relevant preliminary data such as information on existing district hospitals[1] - location, current capacity, site (constructed & available), site plans (if available), floor area & FSI utilised, specialties & services rendered, availability/shortage of doctors & nurses, patient footfalls, etc.
- Compilation of details on proposed site for developing private medical college – location, extent, condition, site restrictions (if any), surroundings, etc.
- Given the proposed capacity is 100 MBBS seats per medical college, land requirement shall be in the range of 8-12 acres of free land. Hence it shall be the responsibility of Department to identify suitable site within the catchment of district hospital as per MCI norms.
- Team shall accompany Department in presenting project concept during common meetings with local/district government officials to explore site options to suit the requirement
- Subject to land availability, finalise the capacity of medical colleges and up-graded hospital facilities, in-line with regulatory requirement issued by National Medical Commission, GoI
- Study applicable regulations & standards for setting up of medical colleges and teaching hospitals issued by National Medical Commission, GoI and assess impact on the project.

[1] *iDeCK team shall support Client in creating templates for data collection and co-ordinate with nodal officer nominated by the Department in obtaining relevant information. The actual responsibility of sourcing all relevant information shall lie with concerned officers of Department for timely completion of the proposed activities*

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3502817/2022/MED-R&I

- Broad cost estimation on a rule of thumb basis for all projects, for the purpose of setting pre-qualification criteria and scoring parameters in tender documents
- Prepare a Project Information Memorandum (PIM) for project(s) based on the above mentioned studies which forms part of the tender documents
- Analyze pros and cons of different options and identify suitable PPP options for the project and finalize suitable PPP option(s) in consultation with the Authority
- Design implementation structure including responsibility framework, milestones for operationalization of medical colleges, obligation as teaching hospital, lease and concession period and other matters
- Support Client in getting required approvals from GoK – drafting necessary notes/reports and formats and presentations, as per requirement
  - Project Appraisal Committee
  - PPP Cell, IDD
  - SLSWA

Deliverables:

1. *Inception Report*
2. *Project Information Memorandum*
3. *Presentation to PPP Cell, PAC and SLSWA*

2.2 Phase II: Transaction Assistance

As part of this phase, iDeCK would provide transactional advice and support services to the client in carrying out the bid process for selection of the private sector partner(s). Given below are the details of the activities that form part of this stage;

- **Preparation of Bid Documents:** Upon approval of the project structure, the bid documents for selection of a private partners would be drafted. The bid documents would primarily include request for proposal (RFP), responses to queries during the pre-bid meeting, addenda and corrigenda, if any. iDeCK shall prepare the bid documents for selection of a suitable private sector partner for implementation of the projects. This module would include drafting of the following documents;
  - **Request for Proposal (RFP)** – is the document that is issued to bidders assuming that a single stage bid process is being adopted for selection of the implementation partner. RFP consists of two volumes which are;
    - **Volume I: Instructions to Bidders:**
      Instructions to Bidders provides information to the bidders about the list of projects, project scope, eligibility and qualification conditions for bidders, the process of evaluation of the bids, the mode and manner of submission of the bids, timelines for submission, formats for submission, details about the earnest money deposit/ bid security, and general terms and conditions with respect to the bidding process

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

- **Volume II: Draft Agreement**[2]

  Draft Agreement would provide the bidders with the terms and conditions that the bidder would be bound by in case it emerges to be successful bidder in the bid process. Upon completion of the bid process, the letter of award is issued to the successful bidder who is then required to enter into an agreement (the Draft Agreement which forms part of the RFP) with the procurement entity. Indicative contents of a Draft Agreement are as follows;

  - *Project Scope*
  - *Obligation of Parties*
  - *Payment Terms*
  - *Termination & Expiry of the Agreement*
  - *Timelines for Implementation*
  - *Force Majeure Conditions*

- **Assistance in the on-boarding process of Concessionaire**
  - Project marketing including reaching out to potential private partners
  - Facilitation in pre-bid conference, clarifying pre-bid queries and revision of bid documents, as required
  - Conduct bid evaluation for selection of selected bidder(s)
  - Facilitation in contract negotiation and signing of concession/ development agreement with the selected bidder(s)

Deliverables:

1. *Bid Documents – RFP including the Draft Agreement*
2. *Evaluation Report*

[2] *Guiding principles and model frameworks proposed by Niti Aayog for medical colleges shall be taken as a reference for preparation of tender documents. Any technical schedules and information that are to be included in the bid documents shall be provided to iDeCK by the Client*

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. Deliverables and Timelines

The deliverable for the Services of the assignment is set out in the following table:

S. No.	Deliverable	Timeline
1	Inception Report, incl.	2 weeks from singing of consultancy contract between the Client and iDeCK
2	Project Information Memorandum (PIM)	2 weeks from submission of inception report
3	Submission of Bid Documents (Draft & Final)	2 weeks from Acceptance of PIM (draft documents)
4	Selection of Concessionaire(s)	As per bidding process
5	Signing of Concession Agreement(s)	As per bidding process

4. Terms of Payment

4.1 iDeCK would charge an Advisory Services Fee that is equivalent to ____ percent of the Estimated Project Cost (as set out in the approved bid documents, approved by Authority) exclusive of applicable GST and the same shall be recovered by iDeCK from the successful bidder who is selected for Project implementation as a result of the bid process under this Assignment.

4.2 The payment of fees shall be as set out in the following table:

Milestone	Advisory Fee	Payable by
Upon issuance of Letter of Award to Successful Bidder	Amount equal to ___ percent of the Estimated Project Cost	Successful Bidder

4.3 Authority shall facilitate payment of Success Fee from the successful bidder to iDeCK. It is explicitly stated that the payment of success fee by the selected bidder to iDeCK, shall be a pre-requisite for the execution of Concession Agreement by the Client with the selected bidder. A clause to this effect would also be included in the Concession Agreement to be executed between the Client and the selected bidder.

4.4 GST and any other applicable taxes are not included in this proposal and will be billed in addition to the above as per the prevailing rates.

4.5 The fees indicated above is for the Scope of Services detailed in Section 2 of this proposal. In case of any additional activities are required to be done that are not indicated in the aforementioned scope, additional fees shall be payable as mutually agreed between the Client and iDeCK.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3502817/2022/MED-R&I

4.6 The fees do not include cost towards tender advertisements, conducting pre-bid meetings and the associated costs, any marketing materials, stakeholder meetings etc. Any costs towards these shall be borne by the Client directly

4.7 iDeCK shall not carry out any other technical surveys for the assignment apart from the mentioned ones in this proposal, and in case if the same is to be carried out, the same may be undertaken at such renegotiated, modified and new terms and conditions relating to such additional services as may be mutually acceptable to the client and iDeCK.

5. Other Terms and Conditions

5.1 The fee quoted is valid for a period of 12 (twelve) weeks from the date of this Proposal within which time the proposal would need to be accepted.

5.2 Wherever required by applicable laws, the Client shall deduct taxes at source, from the amounts payable, and shall promptly provide to iDeCK, the appropriate tax deduction certificate evidencing payment of such taxes.

5.3 The Client shall nominate one Project Officer for day-to-day co-ordination with iDeCK.

5.4 The Client shall provide to iDeCK from time to time such documents/reports/information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available.

5.5 iDeCK shall perform the services based on information furnished to it by the Client and shall be entitled to rely upon such information as authentic. iDeCK shall have the discretion to adopt such methodology and procedure as it may deem fit for rendering the Services

5.6 iDeCK may agree to perform any additional services which are not within the scope of services mentioned herein above. In the event the Client desires iDeCK to perform such additional services, on such renegotiated, modified and new terms and conditions relating to such additional services as may be mutually acceptable to the Client and iDeCK.

5.7 iDeCK would submit to the Client three (3) hard copies and one (1) soft copy of all reports to be delivered as per the Deliverables.

5.8 In case of early termination of the arrangement, iDeCK shall be entitled to receive payment from the Client for the Services performed up to the date of such termination, and any reasonable costs incurred by iDeCK as a result of such termination.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.9 If due to reasons beyond control of iDeCK, any of the Services to be undertaken iDeCK are not carried out for a period of six months, and the Client requires that iDeCK should continue with the assignment, iDeCK shall then reserve the right to re-negotiate the quoted fee.

5.10 The Services of iDeCK would be considered as completed with the submission of all the deliverables as per the scope of this proposal.

5.11 iDeCK undertakes and agrees to keep the documents/ information received by it from the Client for performing the services secret and strictly confidential except in the following cases where the confidential information:

a) is already known to iDeCK as of the date of the disclosure thereof;
b) becomes publicly available
c) is required to be disclosed under applicable laws and regulations or by Governmental order, legal process; and is acquired from a third party that represents that it has the right to disseminate such information.
d) This obligation of confidentiality will extend up to a period of six (6) months after expiry or termination of the proposed Agreement for providing the Services.

5.12 This obligation of confidentiality will extend upto a period of six (6) months after expiry or termination of the proposed Agreement for providing the Services.

*****

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM



Infrastructure
For Growth

Scheme and Guidelines for assistance under KIPDF

Infrastructure Development Department (PPP Cell)
Government of Karnataka
Vikasa Soudha, Ambedkar Veedhi
Bangalore – 560 001
www.idd.kar.nic.in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Government of Karnataka

Infrastructure Development Department

Scheme and Guidelines for assistance under KIPDF

2011

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Developed by

PPP Cell

Infrastructure Development Department

Karnataka

Bangalore

India

www.idd.kar.nic.in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Contents

1. Preamble **5**

2. Acronyms and Definitions **7**

3. I. The KIPDF and its role **9**

i. Background of the KIPDF
ii. The purpose of the KIPDF
iii. KIPDF funding sources
iv. The KIPDF's organisational structure
v. Disbursements by the KIPDF

2. Operational Management **13**

i. Funding from KIPDF
ii. Evaluation Procedures and Timeframe
iii. Monitoring
iv. Recovery of Project Development funding with Returns
v. Risk management

Annexures **18**

Annex-I Memorandum for Consideration 18

Annex-II MFC Application Form 22

Annex-Ill Table of Contents of the Preliminary Report accompanying the MFC 25

Annex-IV Evaluation of KIPDF Application 27

Annex-V Schedule of Disbursement and Recovery 31

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

1. PREAMBLE

1.1. Infrastructure in India should not become a capacity constraint on 9-10% growth rate in the economy, which is feasible when investment in infrastructure grows to about 8-9% of the GDP compared to current 4-5%. Planning commission estimates that India will need USD 500 bn (USD 1000 Bn) of investment in infrastructure in 11^{th} (12^{th}) five year plan. Similar infrastructure growth constraint exists in Karnataka also.

1.2. Public Private Partnership mode has become the fast track vehicle for infrastructure development in Karnataka as envisaged in the Infrastructure Policy '07.

1.3. Lack of credible projects on offer to private investors has been identified as one of the major bottlenecks in promoting PPPs. Therefore, a more aggressive approach is needed for preparing a pipeline of credible bankable projects that can be offered to the private sector through competitive bidding process.

1.4. Quality advisory services are basic requirement to procure affordable and value-for-money PPPs. This requires Project Development comprising of Conceptualisation, preparation of (pre) feasibility reports, Detailed Project Report/ Techno-Economic Feasibility Reports, advisory services (for undertaking transaction among others (Marketing, Communication). The period for project development is between 1-2 years with fund ranging from 1-2 % of the project cost.

1.5. Karnataka currently has 105 no of PPP projects of value Rs 0.81 Lakh Cr in various sectors mainly Transportation, Urban and Municipal Infrastructure, Energy and Industrial infrastructure, among others. For providing financial support for quality project development activities in Karnataka, a corpus fund 'Karnataka Infrastructure Project Development Fund' (KIPDF), has been set up and made operational.

1.6. Karnataka Infrastructure Project Development Fund (KIPDF), with initial contribution of Rs. 10 Crore is set up and made operational. Although it is envisaged as a revolving Fund and would get replenished by the reimbursement of investment through success fee earned from successfully bid projects, should there be a need, it can be supplemented in subsequent years through budget support. The KIPDF would assist ordinarily up to 75% of the project development expenses. The assistance from KIPDF would ordinarily be in the form of interest free loan. On successful completion of the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

bidding process, the project development expenditure would be recovered from the successful bidder.

1.7. The KIPDF's primary objective would be to fund potential PPP projects project development expenses including costs of engaging consultants and Transaction Advisors; thus increasing the quality and quantity of successful PPPs and allowing informed decision making by the Government based on good quality feasibility reports. The KIPDF will assist projects that closely support the best practices in PPP project identification and preparation as set out in the detailed guidelines issued by the PPP Cell of the Infrastructure Development Department.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

2.2. Acronyms and Definitions

The following acronyms and definitions apply to the detailed guidelines issued in connection with the operation of KIPDF

DEA: Department of Economic Affairs, Ministry of Finance, Government of India.

SLSLWA: State Level Single Window Agency as notified vide GO bearing No. IDD/5/UIP/2006(P) dated 18.06.2007

Eligible Sectors: Sectors that are eligible as per Infrastructure Policy 2007 issued vide GO bearing No. IDD 32 IDM 2003 dated 16.07.2007 and any other sectors with the approval of the Government.

GoI: Government of India

KIPDF: Karnataka Infrastructure Project Development Fund

Memorandum for Consideration (MFC-KIPDF): The format in which information will be provided by the Sponsoring Authority while applying for assistance under KIPDF.

Public Private Partnership (PPP): Partnership between a public sector entity (Sponsoring Authority) and a private sector entity (a legal entity in which 51 percent or more of equity is with the private partner/s) for the creation and/or management of infrastructure for public purpose for a specified period of time (concession period) on commercial terms and in which the private partner has been procured through a transparent and competitive procurement process.

Project: A project in any of the infrastructure sectors identified in the Infrastructure Policy 2007, for the purpose of this scheme.

Project Development Expense: The expenses incurred by the Sponsoring Authority in respect of development of each project as per the budget approved by the SLSWA.

Sponsoring Authority (ies): Administrative departments and the Heads of the Departments, Municipal or Local Bodies, Public Sector Undertakings or any other statutory authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Technical Close: The stage of execution of concession agreement, between the private sector developer and the Sponsoring Authority or its agencies, subsequent to selection of the private sector developer through a transparent and competitive bidding process.

Transaction Advisors: Consultants hired through a transparent system of procurement by the sponsoring authorities to assist them in designing the project and/or providing technical, financial and legal input for the project design and providing advice for the management of the process of procuring the private sector partner for the PPP project. These include Transaction Advisers selected from the panel of Transaction Advisers shortlisted by DEA from time to time, through a competitive and transparent bidding process duly following the procedure laid down in the KTPP Act and rules.

VGF: Viability Gap Funding under the Government of India's Scheme for Financial Support to PPPs in Infrastructure and the State Governments scheme for Viability Gap Funding.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. The KIPDF and its Role

Background of the KIPDF

3.1 The Budget for the year 2010-11 provides for setting up of a Revolving Fund with a corpus Rs. 10 Crore to quicken the process of project preparation. Accordingly, the corpus fund titled "Karnataka Infrastructure Project Development Fund" (KIPDF) has been created to be operational in the Infrastructure Development Department with an initial corpus of Rs. 10 Crore for supporting the development of credible and bankable Public Private Partnership (PPP) projects that can be offered to the private sector. The KIPDF has been created with initial budgetary outlay provided in the state's budget 2010-11.

3.2 The KIPDF's primary objective would be to fund potential PPP projects' project development expenses including costs of engaging consultants and transaction advisors; thus increasing the quality and quantity of successful PPPs and allowing informed decision making by the Government. The KIPDF will assist projects that closely support the best practices in PPP project identification and preparation aiming to increase the quality and quantity of 'bankable projects' that are processed through the States' project pipeline.

The Purpose of the IIPDF

3.3 The procurement costs of PPPs, and particularly the costs of Transaction Advisors, are significant and often pose a burden on the budget of the Sponsoring Authority. Infrastructure Development Department has identified the KIPDF, as a mechanism through which Sponsoring Authority will be able to source funding to cover a portion of the PPP transaction costs; thereby reducing the impact of costs related to procurement on their respective budgets. From the State Government's perspective, the KIPDF must increase the quality and quantity of 'bankable projects' that are processed through the various projects in pipeline.

3.4 The assistance from KIPDF will be available to the Sponsoring Authorities for PPP projects for the purpose of meeting the project development costs up to 75% which may include the expenses incurred by the Sponsoring Authority in respect of feasibility studies, environment impact studies, financial structuring, legal reviews and development of project documentation, including concession agreement, commercial assessment studies (including

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

traffic studies, demand assessment, capacity to pay assessment), grading and marketing of projects etc. required for achieving Technical Close of such projects, on individual or turnkey basis; but would not include expenses incurred by the Sponsoring Authority on its own staff.

3.5 The KIPDF is not a source of grant funding for the Sponsoring Authorities. The Fund will assist ordinarily upto 75 percent of the project development expenses to the Sponsoring Authority. On successful completion of the bidding process, the project development expenditure would be recovered from the successful bidder. However, in case of failure of the bid, the assistance would not be recovered. The Sponsoring Authority would be liable to refund the amount of assistance received, in case it does not conclude the bidding process for some reason or does not contract out the project after the bid process has been completed.

KIPDF Funding Sources

3.6 COMMITTMENT OF AUTHORITY: As commitment by the Sponsoring Authority to the procurement and ownership of the project is an essential requirement for a project's success, assistance under KIPDF funding will require co-funding by the Sponsoring Authority; generally to the extent of 25% of the total project development cost, which would include the cost of prefeasibility study to determine whether a project is amenable to PPP or otherwise.

3.7 CONDITIONS NECESSARY: Conditions necessary to utilise KIPDF will require the Sponsoring Authority to create and empower a PPP Cell for undertaking PPP project development activities (with Nodal officer and 2 Executives) and also for addressing larger policy and regulatory issues so as to deliver 5 number of PPP projects (or 1000 Crores project cost) in Sponsoring Authorities' shelf in 1st year and to go up by 20% every year. The authority needs to sign an MOU with the PPP unit for providing information on PPP projects (through website or otherwise) capacity building and targets to be achieved.

3.8 The corpus of the KIPDF shall comprise of initial budgetary outlay of Rs. 10 Crore by the State Government. This would be supplemented, should it become necessary, through budgetary support by the Finance Department from time to time.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3.9 As the KIPDF matures, funding from the multilateral and bilateral agencies would be attempted. Other interested agency(ies), as approved by DEA and State Government including the bilateral agencies, would be permitted to participate in the KIPDF subject to extant Government instructions on the subject. Contributions from entities that may have a conflict of interest in the decision making of the KIPDF shall not be approved.

3.10 FUND REQUIREMENT: It is estimated that 50 projects need to be developed each year with project development cost in the region of 0.5 Crores to 3 Crores. Taking an average cost of 1 Crore per project, the required development cost would be Rs 50 Crores. The required infrastructure investment plan for GoK would be around Rs 18000-20000 Crore per year (8-9% of the State GDP) to achieve a growth rate of 9%. Assessing alternatively, if 50% of the fund requirement is met through PPP projects and 1% of which will be spent towards project development, the later would require Rs 90 Crores. Hence a fund amount of Rs 10 Crores is proposed for the first year, which needs to be scaled up in subsequent years to Rs 50 Crores.

3.11 KIPDF FUNDING SOURCES: The following sources are proposed to fund KIPDF;

- GoK budgetary support of 10 Crores
- Other Multilateral and Bilateral agencies to be tapped in future

3.12 Within the validity of the KIPDF, the Fund will include any or all accretions to the KIPDF. If it is decided by the Government to close the KIPDF at any time in the future, the balance on that date will be distributed among the Contributors in the same proportion as the original contributions made by them.

KIPDF ORGANISATION STRUCTURE:

3.13 The operation of KIPDF will be administered by the State Level Single Window Agency headed by Chief Secretary. The state PPP unit (Public Private Partnership Cell / PPP Society) of the Infrastructure Development Department (IDD) Government of Karnataka will provide the required support for administration of KIPDF.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3.14 KIPDF APPROVAL PROCESS: It is envisaged that the approval process for KIPDF funding by the competent authority would be communicated within 30 days of the receipt of the completed application by the nodal agency.

3.15 The SLSLWA would set milestones for disbursing and recovering (wherever appropriate) the funding.

3.16 Disbursements by the KIPDF will be made in instalments based on milestones achieved. These milestones would be those set out in the MFC and approved by the EI.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4. Operational Management

4.1 KIPDF is envisaged as a revolving fund and it would get replenished by the reimbursement of 'investment' through success fee earned from out of the successfully bid projects. The KIPDF would assist ordinarily up to 75% of the project development expenses. The assistance from KIPDF would ordinarily be in the form of interest free loan for a limited period up to 12 months, beyond which the permission of Single Window Agency (SWA) is required to be obtained. On successful completion of the bidding process, the project development expenditure(fee) would be recovered from the successful bidder which is shared in the ratio of 75% and 25% among KIPDF and the Sponsoring Authority. The actual expenditure would also be shared in the ratio of 75% and 25% among KIPDF and the Sponsoring Authority Recovery of the project cost from the successfully tendered projects shall be at 1.0% if the project cost is up to 100.00 Crores, 0.75% if the project cost is between 100 to 1000 Crores and @ 0.50% limited to Rs. 20.00 Crores if the project cost exceeds Rs. 1000 Crores. However, in case of failure of the bid, the assistance would not be recovered.

4.2 The Sponsoring Authority would be liable to refund the amount of assistance received, in case it does not conclude the bidding process for some reason within 12 months (18 months with permission of SLSWA) or does not contract out the project after the completion of bid process.

Funding from KIPDF

4.3 To seek project development funding from the KIPDF, the Sponsoring Authority will apply to the PPP Cell / PPP Society through a Memorandum for Consideration (Annexure-II). Funding by the KIPDF will be considered only if the following requirements are met:

1. The funding is used on a single project, which is approved by the SLSWA or any sub-committee appointed by it.
2. Funding is required for the payment of Transaction Advisors appointed by the Sponsoring Authority, usually in a two-phase appointment: the first phase is the preparation of the pre-feasibility study and its subsequent approval by the SLSWA

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

and the second phase is the procurement of the PPP developer in compliance with these Guidelines.

3. The funding by KIPDF will be used for phase two funding of Transaction Advisors, that is, after SLSLWA approval for the MFC, based on the pre-feasibility study, and where the Transaction Advisors are paid according to fixed milestone deliverables.

4. In order to achieve the aforesaid objectives, PPP Cell / PPP Society would, inter alia, screen identified proposals for conducting detailed feasibility studies. For this purpose, the Sponsoring Authority shall prepare a MFC with respect to each such proposal. The MFC would provide justification for undertaking detailed feasibility studies to be taken up for financing out of the corpus of the Fund in the prescribed pro-forma.

5. The MFC shall contain the financial details of the project. Ordinarily, three types of projects can be posed for funding under the KIPDF:

   i. Revenue Generating Commercial Projects (Concession/BOOT or its variants/Lease contracts): A project FIRR of 20 percent or more on the private sector investment should be demonstrated. If the FIRR is below 20 percent even with VGF of up to 40 percent (maximum of 20 percent from VGF Scheme of Gol and 20 percent from the State Government) then the Project shall not ordinarily be presented before the SLSWA.

   ii. Efficiency Enhancement/Cost Savings Projects (Management or Service contracts or Engineering, Performance based O&M contracts): Where there is no or low private sector investment, the financial savings/enhanced revenues should ordinarily be able to recover payouts by government within eight to ten years of completion of the project. Annuity based project would also be covered under this category.

   iii. Non-revenue generating projects with high economic returns (e.g. Sewerage System): In case of project undertaken in PPP formats based on Economic Returns considerations, the project eligibility will be based on sector preferences to be established by the concerned administrative departments and would be based on annuity payments by the Sponsoring

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Authority / State Government.

6. The MFC shall further state the cost likely to be incurred, the duration over which the same is to be incurred and how the same is perceived to be recovered by the Sponsoring Authority.

7. Proposals that do not envisage VGF can also be submitted for funding.

8. Proposals for funding under these Guidelines would cover the entire gamut of PPP projects, i.e. BOT (Toll), BOT (Annuity), long term management contracts etc. The decision of the SLSLWA about the eligibility of a project shall be final.

4.4 The KIPDF will provide financial assistance once an application by the Sponsoring Authority is been approved by the SLSWA and conditions as precedent to funding have been fulfilled.

Evaluation Procedures and Timeframe

4.5 Applications received by tenth day of a month shall be considered and decided in the meeting of the SLSWA in the first week of the succeeding month.

4.6 The possible decisions are: unconditional funding approval, approval subject to certain conditions or no funding (the conditions may also include confirmation of project details before a commitment of funding, and an assessment of the affordability and value-for-money implications of recovering procurement costs as a success fee from the project).

4.7 An agreement including all funding conditions will be signed by the authorized signatory from PPP Cell and the Sponsoring Authority. The assistance from the KIPDF will be released to the Sponsoring Authority in accordance with the signed funding agreement.

4.8 The evaluation of the application would be based on the following:

i. Availability of funds and the financial strengths of the Sponsoring Authority.

ii. The sector

- Is the proposed PPP in an eligible sector?
- Is the proposal fully in compliance with the definition of PPP?
- Is the project reflected in the Sponsoring Authorities' planning framework?

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

iii. The project

- Has the project been properly defined and ring fenced?
- Has the Transaction Advisor been selected in accordance with the provisions of these Guidelines?
- Are the milestones for Transaction Advisor payment such that the project is at risk of not reaching technical closure?
- Are the Transaction Advisor costs proportional to project value? (Sector specific)
- What is the ability for the project to:

  a. Generate private sector capital investment?

  b. Generate system improvements in non-capital investment projects?

  c. What are the service delivery outcomes and improvements on the current outcomes expected from the project?

  d. What capacity and appetite is there in the private sector for it to participate in the project?

  e. What is the project procurement history and does this reflect adequate commitment to the project on the part of the Sponsoring Authority?

iv. Funding

- Has a cash flow been submitted and verified by the PPP cell of the Sponsoring Authority?
- Has the project profile been established and is likely to be accepted by all the stakeholders?

4.9 In all cases, the decision to fund or not to fund the project will be at the discretion of the SLSWA.

4.10 The Sponsoring Authority shall be responsible for regular monitoring of the project development and compliance with the milestones as approved by the SLSWA.

Recovery of Project Development Funding with Returns

4.11 Project development funding, ordinarily, will be an interest free financial assistance to meet the project development expenses. This is expected to be recovered from the successful private sector partner on award of the project. The Sponsoring Authority will recover the project

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

development expenses from the developer as per the table below. The Sponsoring Authority must provide a plan for the same in the bid documents and to KIPDF.

Sl.No.	Type of Projects	Recovery as %age of Size of the Project		
		Project Size: Upto 100 Cr	Project Size: >100 to 1000Cr	Project Size: >1000 Cr
1	Revenue Generating Commercial Projects (Concession/BOOT or its variants/Lease contracts)	1% of Project Cost	0.75% of Project Cost	0.5% of Project Cost limited to Rs 20 Crore
2	Efficiency Enhancement/Cost Savings Projects1:	0.75% of Project Cost	0.75% of Project Cost	0.5% of Project Cost limited to Rs 20 Crore
3	Non-revenue generating projects with high economic returns (e.g. Sewerage System)	0.5% of Project Cost	0.5% of Project Cost	0.5% of Project Cost limited to Rs 20 Crore

4.12 The Sponsoring Authority would reimburse 75% of the Bid development fee received from developer to KIPDF after allocating for 75% of the total costs to KIPDF in a manner that the fee received by the latter are higher than the costs incurred.

Risk Management

4.13 In order to fulfil its mandate of the KIPDF, the selection of projects is the most important risk mitigation measure. The KIPDF is not intended to recover all disbursed funds; in fact, a non-recovery rate of 25 percent of the funds disbursed is assumed. This allows the KIPDF to also fund projects that are innovative either in terms of sector or service provided at State or local level.

[1] Management or Service contracts or Engineering, Procurement and Construction (EPC) contracts with limited period performance based O&M contracts

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex – I

Memorandum for Consideration

Under Guidelines for KIPDF

1. Introduction

The MFC is an application to be made by the Sponsoring Authority to seek project development funding from the Karnataka Infrastructure Project Development Fund set up by the Infrastructure Development Department. The information sought in the MFC and the rationale is given below. Annexure 11 includes an Application Form to be completed for the MFC and Annexure III provides a typical Table of Contents for the Preliminary Report to accompany the MFC.

2. Project Proposal

The Sponsoring Authority, with the aid of the PPP Cell or otherwise, will highlight the broad contours of the project and issues related to its implementation framework in the proposed PPP option. The proposed project development activities, budget and time lines will form a part of the report.

a. **Technical Information**: The technical information will include the need for the project, the components, their preliminary capacity/sizing and block cost estimates for investment sought through PPP options. In case of PPP options like Service, Management or Lease Contracts, the investment required for rehabilitation or efficiency improvement measures need to be stated, the absence of which will hinder structuring performance based contracts.

b. **Environmental and Social Aspects:** On one hand, the information must list the applicable steps required to obtain environmental clearance under the Environmental Rules and Regulations issued by competent authority from time to

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

time. On other hand, the information should also bring out if there are any environmental or social risks that can impact/delay/ hinder the project deliverables from considerations of efficient use of assets created under a PPP framework. This should be addressed from an investment risk perspective.

c. **Financial Analysis:** Financial analysis of the investment proposed for the landed cost of the project must highlight the sources of investment, drawdown period, the revenues over the project contract period (due to tariffs for services and/or due to savings arising out of efficiency gains) and Internal Rate of Return (IRR) on Economic/Project/Equity IRR considerations. In case of non-revenue generating projects, the Economic IRR must be mentioned.

d. **Legal Aspects:** This must bring out the provisions under the relevant Acts/Rules that grant authority to the Sponsoring Agency for developing and implementing the project under the proposed PPP option and the proposed decision-making steps to award the PPP contract. The objective is to ensure that the Sponsoring Authority by itself or through an identified Competent Authority has the necessary authority to approve the proposed project development and implementation framework. In case of any need to amend the legal framework, the same must be mentioned.

e. **Risk Identification:** A preliminary assessment of the project risks during different phases of the project-development, construction and implementation-must be summarized. This will form the basis for structuring possible mitigation measures/structures in detail during project development, hence an indicative summary is considered adequate at the preliminary stage. This is to ensure that the cost of capital/investment sought from the private sector investor is minimal and based on informed risk mitigation structures rather than perceived risks with mitigation measures not mentioned.

f. **Proposed PPP Implementation Structure:** Typically, the intent of systematic project development with funding support is to seek private sector investment and management skills so that the Sponsoring Authority can structure performance based service delivery, while allowing the private sector to recover the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

investment with appropriate returns. In case of Greenfield projects, options such as Build, Own, Operate & Transfer (BOOT), BOT and its variants or Concession or Lease Contracts are possible. However, in case of existing projects, where significant rehabilitation or replacement of assets is necessary for asset performance improvement, management or service contracts (that bring in private sector efficiency and management skills with investment mostly by the public sector) may be the first step toward establishing efficient asset base and operational systems for the project assets for subsequently enabling larger investments through BOOT type contracts. Hence, the financiability of the proposed PPP option must be highlighted.

g. **Regulatory Aspects:** The preliminary report accompanying the MFC must mention the existing regulatory mechanism, as applicable, in case tariffs are to be structured in the PPP options. In the absence of regulatory mechanism, proposed steps for regulation by contract must be indicated.

h. **Project Development Cycle:** The information will include the proposed project development activities and time lines starting from the appointment of consultants and advisors culminating in the selection of the private sector partner through a transparent and competitive procurement process. The role of different government agencies, role of consultants and advisors should be briefly included.

3. Budget for Project Development

The budget for project development should include an estimate of:

- Surveys and investigation expenses.
- Consultant fees covering technical, environmental & social, legal, financial studies and project documentation, as may be needed.
- Fee for grading of projects, if any.
- Transaction Advisor fees.
- Consultant fees covering risk assessment/identification.
- Out of pocket expenses for procurement process documentation, advertising, marketing road shows/investor meetings, etc.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

- It would not include expenses incurred by the Sponsoring Authority on its own staff, etc.

4. Duration of Funding and Drawdown Requirements

An indicative quarterly budget with milestone-linked payments for each project activity should be indicated.

5. Plan for Recovery

Plan for Recovery of Project Development funding with Returns should be indicated.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex – II

MFC Application form

Nature of Assistance	:	Project Development funding for Rs…… Is Viability Gap Fund (VGF) also sought separately? Yes/No
Project Name	:	
Sector	:	
Sponsoring Authority	:	
Location. (State/District/Town)	:	
Implementing agency (if different from above as in case of SPV)	:	
Need for the Project	:	
Brief Project Description	:	
PPP Structure for Project Implementation	:	BOOT/BOT (its variants) / Concession / Lease Management / Service / EPC along with Performance based O&M Contract
Project Implementation Milestones	:	List key milestones
Likely impact (s) of the project	:	
Project Financial Structure	:	**A) Details of Project Cost**

Item	Rs. Lakh
Land	
Building	

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Equipments	
Any other (Specify)	
Total Project Cost	

B) Proposed Means of Financing

Source	Rs. Lakh
Private Sector	
State Government	
Sponsoring Authority	
Government of India (VGF)	
Any other (Specify)	
Total	

IRR Estimates (as applicable) : Economic IRR
Project IRR
Equity IRR

Item	Rs. Lakhs
Surveys and Investigations	
Consultancy fees:	
Technical	
Environmental & Social	
Legal	

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

	Financial
	Any other
	Total Consultancy Fees
	Transaction Advisory Fees
	Marketing and Procurement
	Related Expenses
	Any other
	Total Estimated Project
	Development Expenses KIPDF
	Contribution @ 75%

Enclosures :

Signature and name of the authorised signatory of the

Sponsoring Authority

Date:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex-III

Table of Contents of the Preliminary Report accompanying the MFC

I. Introduction

2. Existing Project Scenario

(including need for rehabilitation, up gradation, improvement and/or incremental investments-to bring out the need of the project)

3. Project Proposal

(covering broad project concept and components, block cost estimates, revenue structures, etc-See Annexure I)

4. Preliminary Project Assessment

4.1 Technical feasibility

4.2 Environment and social acceptability

4.3 Financial & commercial viability

4.4 Legal framework

4.5 Risks (during development, construction and operation implementation)

4.6 Contractual & implementation structures

5. Project Development Activities

5.1 Project development cycle

5.2 Timelines

5.3 Surveys and investigations

5.4 Technical/Environmental & Social/Financial/Legal consultants, their scope of work

5.5 Transaction Advisors, their scope of work

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.6 Marketing

5.7 Procurement process

5.8 Others (Please specify)

6. Funding Requirements for Project Development

6.1 Budget for Project Development expenses

6.2 Drawdown (indicative quarterly budget and estimated milestone linked payment for each activity)

7. Plan for Recovery

Plan for Recovery of the Project Development funding with Returns

8. Recommendations

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex – IV

Evaluation of KIPDF Application

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Sl.No.	Evaluation Parameter	Department Opinion	Secretariat to Single Window Agency
1	**Availability of funds and the financial strengths of the Sponsoring Authority**		
2	**The sector**		
	▪ Is the proposed PPP in an eligible sector?		
	▪ Is the proposal fully in compliance with the definition of PPP?		
	▪ Is the project reflected in the Sponsoring Authorities' planning framework?		
3	**The project**		
	▪ Has the project been properly defined and ring fenced?		
	▪ Has the Transaction Advisor been selected in accordance with the provisions of these Guidelines?		
	▪ Are the milestones for Transaction Advisor payment such that the project is at risk of not reaching technical		

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT-IDD-S on 19/05/2026 11:45 AM

	closure?		
	▪ Are the Transaction Advisor costs proportional to project value? (Sector specific)		
	▪ What is the ability for the project to:		
	a. Generate private sector capital investment?		
	b. Generate system improvements in non-capital investment projects?		
	c. What are the service delivery outcomes and improvements on the current outcomes expected from the project?		
	d. What capacity and appetite is there in the private sector for it to participate in the project?		

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

	e. What is the project procurement history and does this reflect adequate commitment to the project on the part of the Sponsoring Authority?		
4	**Funding**		
	▪ Has a cash flow been submitted and verified by the PPP cell of the Sponsoring Authority?		
	▪ Has the project profile been established and is likely to be accepted by all the stakeholders?		

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex – V

Schedule of Disbursement and Recovery

Sl.No.	Milestone	Amount (in Rs.)	Date
Disbursement			
1	Feasibility Study		
2	On Selection of Transaction Advisor		
	▪ Phase I		
	▪ Phase II		
	▪ Phase III		
3	Marketing of the Project		
4	On Selection of Independent Engineer		
TOTAL			
Recovery[2]			
1	Contract Award and Receipt from Successful Bidder		
TOTAL			

Signature and name of the authorised signatory of the Sponsoring Authority

Date:

[2] Recovery to be undertaken in one phase within 1 month of the receipt of the amount from successful bidder, unless the amount is received in more than one phase from the successful bidder.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Proceedings of the meeting held on 25.06.2021 under the Chairmanship of the Additional Chief Secretary, Department Of Youth Empowerment & Sports and Additional Chief Secretary to Government, Infrastructure Development, Ports & Inland Water Transport Department to discuss on PPP Projects in Department Of Youth Empowerment & Sports.

Members Present: As per list attached.

At the outset, the Additional Chief Secretary, Infrastructure Development, Ports & Inland Water Transport Department welcomed the officers to the meeting. The subjects were taken up for discussion as per agenda.

The Additional Chief Secretary to Government, Youth Empowerment and Sports Department, made a brief presentation on the subjects and requested to provide funds from IDP&IWTD for payment of fees to take up transaction advisory services for the said projects.

Sub No. 1: Development of Govt. Flying Training School at Jakkur:

The Additional Chief Secretary to Government, Youth Empowerment and Sports Department briefed the project details like land availability and the proposed cost as per the Department Guidelines. Additional Chief Secretary stated that, the Department is looking forward for the upgradation of Flying School with an integrated approach, modernizing the existing facilities and bring in aero sports related commercial development at the proposed site on PPP mode.

The Additional Chief Secretary to Govt, Infrastructure Development, Ports & Inland Water Transport Department asked iDeCK to take up the Transaction Advisory Services on success fee models in consultation with Department Of Youth Empowerment & Sports.

(Action: Commissioner, Youth Empowerment and Sports Department, CEO, iDeCK)

Sub No. 2: Development of District Stadia at Bangalore Rural (Devanahalli), Hospete and Yadgiri:

The Additional Chief Secretary to Govt, Youth Empowerment and Sports Department conveyed that the preliminary studies have been already conducted for developer of Bengaluru Rural & Yadgiri stadia on PPP basis.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

The Additional Chief Secretary to Govt, Infrastructure Development, Ports & Inland Water Transport Department asked iDeCK to take up the Transaction Advisory Services on success fee model for Bengaluru Rural (Devanahalli) and Hospete. For Yadagiri district stadia, it being a backward region, transaction advisor will be appointed by bidding process by KSIIDC and cost will be met from IDD.

(Action: Commissioner, Youth Empowerment and Sports Department, CEO, iDeCK)

Sub No. 3: Development of Stadia in and around Bangalore and at HSR Layout and Tavarekere:

The Managing Director, KSIIDC, suggested that these projects can be taken up on Joint Venture mode between Department of Youth Empowerment and Sports Department and KSIIDC.

The Additional Chief Secretary to Youth Empowerment & Sports Department and Additional Chief Secretary to Government, Infrastructure Development, Ports & Inland Water Transport Department agrees and directed Commissioner, Department Of Youth Empowerment & Sports and MD, KSIIDC to take up the project on Joint Venture basis.

(Action: Commissioner, Youth Empowerment and Sports Department, MD, KSIIDC)

Sub No. 4: Development of Taluka Stadia at 09 Taluka Headquarters:Sub No. 5: Upgradation of Adventure Sports facilities and operations at Udupi, Kunthibetta, Varlakonda and Murudeshwar:

Sub No. 6: Construction of boys residential sports hostels and operations at 06 District Head quarters:

Sub No. 7: Construction of girls residential sports hostels and operations at 26 district centres:

For sub 4-7: The following discussions were made.

The Additional Chief Secretary, Department of Youth Empowerment & Sports highlighted that the hostels can be developed along with the stadium complexes as it can generate revenue for the project partner.

After the detailed discussion, the Additional Chief Secretary to Govt, IDP&IWTD directed to float Tenders for Transaction Advisory Services by KSIIDC for each of the subject as individual package totaling to three packages and the cost to be borne by IDP&IWTD (PPP Cell).

(Action: Commissioner, Youth Empowerment and Sports Department, MD, KSIIDC, Director, PPP Cell,)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Sub No. 8: Providing funds from IDD for payment of fee to transaction advisory services for above projects:

The ACS, IDP&IWTD directed to pay the funds from PPP Cell, IDP&IWTD for payment of fee to Transaction Advisory Services for the above projects as per approval of Finance Department. All transaction advisors will be appointed from empanelled list and in consultation with Department Of Youth Empowerment & Sports regarding scope and terms.

(Action: Director, PPP Cell, IDP&IWT Dept)

The meeting concluded with vote of thanks.

(Kapil Mohan)
Additional Chief Secretary to Govt,
Infrastructure Development, Ports &
Inland Water Transport Department.

Additional Chief Secretary
Department Of Youth Empowerment and Sports.

24/6.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Members present in the Meeting held on 25.06.2021 under the Chairmanship of the Additional Chief Secretary to Government, Infrastructure Development, Ports & Inland Water Transport Department to discuss on PPP Projects in Department of Youth Empowerment and Sports.

Sl.No.	Name & Designation
1.	Sri. Kapil Mohan IAS, In the Chair Additional Chief Secretary to Govt., Infrastructure Development, Ports & Inland Water Transport Department
2.	Smt. Shalini Rajneesh IAS, Additional Chief Secretary to Govt., Youth Empowerment and Sports Department
3.	Sri H. N. Gopala Krishna, IAS, Commissioner, Youth Empowerment and Sports Department
4.	Dr.V.Ram Prasath Manohar IAS, Managing Director, Karnataka State Industrial & Infrastructure Development Corporation Limited (KSIIDC)
5.	Smt. Shakuntala Naik ITS, Director, PPP Cell, Infrastructure Development, Ports & Inland Water Transport Department
6.	Smt. Bhavani.M, Senior Programmer, PPP Cell, Infrastructure Development, Ports & Inland Water Transport Department
7.	Sri.K.Jayakishan, Chief Executive Officer, Infrastructure Development Corporation (Karnataka) Limited (iDeCK)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

F. No. 10/3/2018-PPP
Government of India
Ministry of Finance
Department of Economic Affairs
PPP Cell

NOTIFICATION

07th December, 2020

Subject: Scheme and Guidelines for forwarding proposals for financial support to Public Private Partnerships in Infrastructure under the Viability Gap Funding Scheme

Please find enclosed the detailed VGF Scheme (Annexure – I) and its Guidelines (Annexure – II) to be followed for submitting proposal seeking financial support for Public Private Partnerships in Infrastructure under the Viability Gap Funding Scheme.

Encl: As Above

B. Purushartha
(Joint Secretary)
011-2309 2154

To,

1. Cabinet Secretary
2. Principal Secretary to PM
3. CEO, NITI Aayog
4. Finance Secretary
5. Secretary, Department of Expenditure, Ministry of Finance
6. Secretaries of Infrastructure Line Ministries (As per list attached)
7. Chief Secretaries of States (As per list attached)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Secretaries of Infrastructure Line Ministries.

1. Shri Parameswaran Iyer, Secretary, D/o Drinking Water & Sanitation, CGO Complex
2. Shri Sanjay Agarwal, Secretary D/o Agriculture, Co-operation & Farmers Welfare, M/o Agriculture, Krishi Bhawan, New Delhi
3. Shri Durga S. Mishra, Secretary, M/o Housing and Urban Affairs, Nirman Bhawan
4. Dr Sanjeev Ranjan, Secretary, M/o Shipping Transport Bhawan, New Delhi
5. Shri Amit Khare, Secretary, D/o Higher Education, Shastri Bhawan, New Delhi
6. Shri Upendra P Singh, Secretary, D/o Water Resources River Development & Ganga Rejuvenation, Shram Shakti Bhawan New Delhi
7. Shri Pradeep S Kharola, Secretary, M/o Civil Aviation, Rajiv Gandhi Bhawan, New Delhi
8. Ms.Pushpa Subrahmanyam, Secretary, M/o Food Processing Industries, Panchsheel Bhawan
9. Shri Yogendra Tripathi, Secretary, M/o Tourism, Transport Bhawan, New Delhi
10. Shri Sanjiv Nandan Sahai, Secretary, M/o Power, Shram Shakti Bhawan, New Delhi
11. Shri Anshu Prakash, Secretary, D/o Telecommunications, Sanchar Bhawan, New Delhi
12. Shri Ravi Mittal, Secretary, D/o Sports, Shastri Bhawan, New Delhi
13. Dr.Guruprasad Mohapatra, Secretary, D/o Promotion of Industry & Internal Trade, Udyog Bhawan New Delhi
14. Shri N Sinha, Secretary, D/o Rural Development, KrishiBhawan, New Delhi
15. Shri Pradeep Kumar Tripathi , Secretary, M/o Steel, Udyog Bhawan, New Delhi
16. Shri Rajesh Bhushan, Secretary, D/o Health & Family Welfare, Nirman Bhawan, New Delhi
17. Shri Tarun Kapoor, Secretary, M/o Petroleum and Natural Gas, Shastri Bhawan
18. Shri InduShekhar Chaturvedi, Secretary, M/o New & Renewable Energy, CGO Complex
19. Shri Sudhanshu Pandey, Secretary, D/o Food and Public Distribution, Krishi Bhawan
20. Shri Aramane Giridhar, Secretary, M/o Road Transport & Highways, Transport Bhawan
21. Ms. Anita Karwal, Secretary, D/o School Education & Literacy, Shastri Bhawan
22. Chairman Railway Board, Rail Bhawan, New Delhi
23. Shri K.N. Vyas, Secretary, D/o Atomic Energy, Anushakti Bhavan, Mumbai

Chief Secretaries of various State Govts. as per list attached.

1. Ms.Nilam Sawhney, Chief Secretary, Government of Andhra Pradesh
2. Shri Naresh Kumar, Chief Secretary, Government of Arunachal Pradesh
3. Shri Kumar Sanjay Krishna, Chief Secretary, Government of Assam
4. Shri Deepak Kumar, Chief Secretary, Government of Bihar
5. Shri R.P. Mandal, Chief Secretary, Government of Chhattisgarh

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

6. Shri Parimal Rai, Chief Secretary, Government of Goa
7. Shri Anil Gopishankar Mukim , Chief Secretary, Government of Gujarat
8. Ms. Keshni Anand Arora, Chief Secretary, Government of Haryana
9. Shri. Anil Kachi, Chief Secretary, Government of Himachal Pradesh
10. Shri. Sukhdeo Singh, Chief Secretary, Government of Jharkhand
11. Shri TM Vijay Bhaskar, Chief Secretary, Government of Karanataka
12. Dr.Vishwas Mehta, Chief Secretary, Government of Kerala
13. Shri Iqbal Singh Bains , Chief Secretary, Govt of Madhya Pradesh
14. ShriAjoy Mehta, Chief Secretary, Government of Maharashtra
15. Shri J Suresh Babu, Chief Secretary, Government of Manipur
16. Shri M.S Rao, Chief Secretary, Government of Meghalaya
17. Shri Lalnunmawia Chuaungo, Chief Secretary, Government of Mizoram
18. Shri Talitemjen Toy, Chief Secretary, Government of Nagaland
19. Dr.Asit Kumar Tripathy, Chief Secretary, Government of Odisha
20. Smt. Vini Mahajan, Chief Secretary, Government of Punjab
21. Shri Devendra Bhushan Gupta, Chief Secretary, Government of Rajasthan
22. Sh. S.C. Gupta, Chief Secretary, Government of Sikkim
23. Shri K. Shanmugam, Chief Secretary, Government of Tamil Nadu
24. Shri Somesh Kumar, Chief Secretary, Government of Telangana
25. Dr. Manoj Kumar, Chief Secretary, Government of Tripura
26. Sh. Rajendra Kumar Tiwari, Chief Secretary, Government of Uttar Pradesh
27. Shri Utpal Kumar Singh, Chief Secretary, Government of Uttaranchal
28. Shri Rajiva Sinha, Chief Secretary, Government of West Bengal
29. Shri Chetan B. Sanghi, Chief Secretary, Government of Andaman & Nicobar lsland
30. Shri Manojkumar Parida, Adviser to Administrator, Government of Chandigarh
31. Shri Praful Patel, Administrator, Government of Daman & Diu
32. Shri Vijay Kumar Dev, Chief Secretary, Government of Delhi
33. Sh Dineshwar Sharma, Administrator, Government of Lakshadweep
34. Shri Ashwani Kumar, Chief Secretary, Government of Pondicherry
35. Shri Praful Patel, Administrator, Government of Dadra & Nagar Haveli
36. Shri B.V.R Subrhmanyam, Chief Secretary, Government of Jammu & Kashmir
37. Shri Umang Narula, Adviser to Administrator, Government of Ladkah

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Guidelines for Financial Support to Public Private Partnerships in Infrastructure

Viability Gap Funding Scheme

1. Introduction

1.1 The Central Government has notified a Scheme for financial support to infrastructure projects that are to be undertaken through Public Private Partnerships (PPPs). A copy of the Scheme is at Annexure-I.

1.2 The procedure to be followed for submission, appraisal and approval of financial support under this Scheme is specified below. The VGF Scheme submission, appraisal and approval process flowchart is placed at Annexure-XI.

2. Institutional Structure

The institutional structure for appraisal and approval of financial support to PPPs is specified at Annexure-II.

3. Applicability

3.1 These guidelines will apply to PPP projects proposed by the Central Ministries, State Governments and Statutory Authorities, as the case may be, which own the underlying assets (see Rule 5.1).

3.2 Proposals to be made under this Scheme shall be considered for providing Viability Gap Funding (VGF), one time or deferred, with the objective of making a PPP project commercially viable (see definition).

3.3 The proposal shall relate to a Public Private Partnership project which is based on a contract or concession agreement between a Government/statutory entity on the one side and a private sector company on the other side, for delivering an infrastructure service on payment of user charges (see definition).

3.4 This Scheme will apply only if the contract/concession is awarded in favour of a private sector company (see definition).

3.5 A private sector company or Concessionaire shall be eligible for VGF only, if it is selected on the basis of open competitive bidding and is responsible for financing, construction, maintenance and operation of the project during the Concession Period (see Rule 3.1).

3.6 The project should provide a service against payment of a pre-determined tariff or usercharges (see Rule 3.1.iii)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4. Appraisal and 'In Principle' Approval by Empowered Committee

4.1 The proposal for seeking clearance of the Empowered Committee shall be sent (in six copies, both in hard and soft form) to the PPP Cell of the Department of Economic Affairs in the format specified at Annexure-IV. The proposal should include copies of all project agreements (such as concession agreement, state support agreement, substitution agreement, escrow agreement, O&M agreement and shareholders' agreement, as applicable) and the Detailed project report/ Feasibility Report with financial model.

4.2 The proposal will be circulated by the PPP Cell to all members of the Empowered Committee for their comments. All comments received within three weeks shall be forwarded by the PPP Cell to the concerned Administrative Ministry, State Government or Statutory Authority, as the case may be, for submitting a written response to each of the comments. In case the project is based on a model concession agreement, the comments will be furnished within two weeks (see Rules 5.2 and 5.4).

4.3 The proposal, along with the detailed project report, concession agreement and supporting agreements/documents, together with the comments of the respective Ministries and the response thereto, will be submitted by the PPP Cell to the Empowered Committeefor consideration and 'in principle' approval.

4.4 While submitting the proposal to the Empowered Committee, the PPP Cell will indicate whether the proposal conforms to the mandatory requirements of the Scheme. Deficiencies, if any, will be indicated in the note of PPP Cell. Member Departments/NITI Aayog will examine the proposal with a view to ensure that it conforms to the conditions specified in the Scheme.

4.5 The Empowered Committee will either approve the proposal in principle (with or without modifications) or advise the concerned Ministry, State Government or statutory authority, as the case may be, to provide additional documents/clarifications/information or to make necessary changes for further consideration of the Empowered Committee (see Rule 5.3). Empowered Committee will recommend the projects with VGF sought greater than Rs. 200 Crore to the Finance Minister for in principle approval.

4.6 Approval under this Scheme will be for the purposes of this Scheme only. All other statutory, financial or administrative approvals shall be obtained as applicable (see Rule 5.5) from competent authority. For projects owned by the Central Government or its statutory entities, approval of PPPAC shall also be obtained in accordance with the guidelines issued by the Ministry of Finance. However, these approvals may be obtained simultaneously in order to save on time.

4.7 In cases where financial support is available from any other Ministry of the Central Government under an on-going Scheme for assistance to PPPs, the proposal would be sent to such Ministry for consideration. In case the Ministry recommends that the proposal be

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

considered for additional assistance under this Scheme, the same shall be submitted to the Empowered Committee for consideration (see Rule 5.6).

4.8 Empowered Committee will recommend the projects with VGF sought greater than Rs. 200 Crore to the Finance Minister for final approval.

4.9 Once cleared by the Empowered Committee / Finance Minister (as the case may be), the project would be eligible for financial support under this Scheme.

4.10 It may be noted that prior to making a formal request to the Empowered Committee under the Viability Gap Funding (VGF) Scheme of GoI, the Sponsoring Authority of a Public Private Partnership (PPP) project may if it so desires submit the project concept to the Department of Economic Affairs to ascertain the admissibility of a project under the VGF Scheme based on the mandatory conditions of the Scheme. The proposal in this regard may be submitted to the Department of Economic Affairs in the attached proforma (Annexure-X). Within 7 (seven) working days of receipt of the duly filled proforma the Department of Economic Affairs would indicate to the Project Authority whether the project proposal could be proposed for the consideration of the Empowered Committee. Such a proposal could be made in case a doubt exists regarding the admissibility of the project under the VGF Scheme.

5. Viability Gap Funding (VGF)

5.1 The quantum of financial support (VGF) to be provided under this Scheme shall be in the form of capital grant and operational grant at the stage of project construction and first 5 years after the CoD, as the case may beas given in Rule 4.1 of the Scheme (Annexure-I)

6. Invitation to Bid

6.1 Financial bids shall be invited by the concerned Ministry, State Government or statutory entity, as the case may be, for award of the project within four months of the approval of the Empowered Committee. This period may be extended by the Department of Economic Affairs, as necessary (see Rule 7.1).

6.2 The private sector company shall be selected through a transparent and open competitive bidding process. The criterion for bidding shall be the amount of VGF required by a private sector company where all other parameters are comparable (see Rule 6).

7. Final Approval by Empowered Committee

7.1 Within three months from the date of award, or such extended period as may be permitted, the Lead Financial Institution shall present its appraisal of the project (in six copies, both in hard and soft form) for consideration and approval of the Empowered Committee. The appraisal shall be accompanied by an updated application in the format specified at Annexure-IV along with the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

project report and project agreements. The Lead Financial Institution shall verify the contents of the application and convey its recommendation to the Empowered Committee (see Rule 7.2).

7.2 Prior to final approval by the Empowered Committee, the Ministry, State Government or statutory authority, as the case may be, proposing the project, shall certify that the bidding process conforms to the provisions of this Scheme and that all the conditions specified in the Scheme/in principle approval of the EC have been complied with(see Rule 6.2).

7.3 The procedure specified in para 4 above shall be followed mutatis mutandis for examination and approval of the appraisal report of the Lead Financial Institution.

7.4 In case, the Government or statutory entity proceeds with bidding process with substantial alterations to the bidding documents and provisions approved by the Empowered Committee without taking prior approval of the Empowered Committee, the Empowered Committee may decline the final approval to the project.

8. Disbursement of VGF

8.1 Prior to disbursement, the EmpoweredCommittee, the Lead Financial Institution and the private sector company (sponsoring authority would be the confirming party) shall enter into a Tripartite Agreement in such format as may be prescribed by the Empowered Committee from time to time (see Rule 8.3).

8.2 For the purposes of this Scheme, a Lead Financial Institution shall be the Financial Institution (FI) that is funding the project, and in case of a consortium of FIs, the FI designated as such by the consortium shall be the Lead Financial Institution (see definition).

8.3 Capital Grant VGF shall be disbursed only after the private sector company has subscribed and expended the equity contribution required for the project and will be released in proportion to debt disbursements by Lead Financial Institution.

However, in case of sub-scheme 2, Operational grant shall be disbursed annually for the first five years post achieving COD based on audited annual accounts and shall be subject to thelower of the annual O&M costquoted by the concessionaire at the time of the bid and actual O&M costincurred. (see definition of O&M cost). (see Rule 8.1).

8.4 In case, a project under sub-scheme 1 & 2 is funded completely by equity, Capital Grant VGF shall be disbursed after the equity contribution is expended by the concessionaire in accordance with the project milestones achieved (lower of physical or financial progress).

8.5 VGF shall be released to the escrow account only after the recommendations of the Sponsoring Authority (see Rule 8.2).

9. Monitoring

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

The Lead Financial Institution shall be responsible for regular monitoring and periodic evaluation of project compliance with agreed milestones and performance levels, particularly for the purposes of disbursing the VGF. It shall also send a quarterly progress report to the Empowered Committee (see Rule 7.3).

10. Recovery of VGF in case of terminated projects

If the project is terminated at any point of time during the concession period, the VGF may not be recovered from the Authority if it is re-bid and continued as PPP. However, if the project is terminated at any point of time during the concession period and not continued as PPP project, then 90% of Capital Grant disbursed under this scheme may be payable by the Authority to the Ministry of Finance. The timeline for re-bidding and continuing such projects as PPP by the Project Authority would be 1 (one) year from date of termination of the project, after which the proceedings for recovery of VGF will be initiated. However, EC may extend this timeline further on a case to case basis.

11. Amendment to the Scheme

Any amendment to the Scheme which does not result in any material alteration to the Scheme may be done on the recommendations of EC with the approval of the Finance Minister.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure-I

Scheme for Financial Support to Public Private Partnerships in Infrastructure

A. Whereas the Government of India recognises that there is significant deficit in the availability of physical infrastructure across different sectors and that this is hindering economic development;

B. Whereas the development of infrastructure requires large investments that cannot be undertaken out of public financing alone, and that in order to attract private capital as well as the techno-managerial efficiencies associated with it, the Government is committed to promoting Public Private Partnerships (PPPs) in infrastructure development; and

C. Whereas the Government of India recognises that infrastructure projects may not always be financially viable because of long gestation periods and limited financial returns, and that financial viability of such projects can be improved through Government support;

D. Now, therefore, the Government of India has decided to put into effect the following Scheme for providing financial support to bridge the viability gap of infrastructure projects undertaken through Public Private Partnerships.

E. It is also imperative to promote Public Private Partnerships in the social sector to bring in private sector investments and efficiencies. Typically, social sector projects need high capital investments with low financial returns. Therefore, Government of India (GoI) has decided to enhance the VGF support for social sectors as defined in Rule 4.1(i).

1. Short Title and Extent

1. This Scheme will be called the Scheme for Financial Support to Public Private Partnerships (PPPs) in Infrastructure. It will be a Central Sector Scheme to be administered by the Ministry of Finance. Suitable budgetary provisions will be made in the Annual Plans on a year to year basis.
2. The Scheme shall come into force with immediate effect.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

2. Definitions

In this Scheme, unless the context otherwise requires:

Empowered Committee means a Committee under the Chairmanship of Secretary (Economic Affairs),with CEO (NITI Aayog), Secretary (Expenditure), Secretary of the line ministry dealing with the subject as members and Joint Secretary, DEA as the Member Secretary as given in Annexure II.

Lead Financial Institution means the financial institution (FI) that is funding the PPP project, and in case there is a consortium of FIs, the FI designated as such by the consortium.

Private Sector Company means a company which is not a Government Company" as defined under section 2(45) of the Companies Act, 2013.

Project Term or Concession Period means the duration of the contract or concession agreement for the PPP project.

Public Private Partnership (PPP) Project means a project based on a contract or concession agreement between a Government or statutory entity on the one side and a private sector company on the other side for delivering an infrastructure service on payment of user charges.

Operation and Maintenance Cost means the lower of the annual Operation and Maintenance cost of the PPP project: a) as quoted by the preferred bidder; and (b) as actually incurred during operations by the Concessionaire certified by the Statutory Auditor. Operation and Maintenance cost of the PPP project generally includes salary and consumables. However, EC may exclude/include any components of Operation and Maintenance cost as deemed fit depending on the project structuring.

Total Project Cost means the lower of the total capital cost of the PPP Project: (a) as estimated by the government/statutory entity that owns the project; (b) as sanctioned by the Lead Financial Institution; and (c) as actually expended; but does not in any case include the cost of land incurred by the government/statutory entity.

Viability Gap Funding or Grant means a grant one-time or deferred, provided under this Scheme with the objective of making a project commercially viable.

3. Eligibility

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

1. In order to be eligible for funding under this Scheme, a PPP project shall meet the following criteria:

i. The project shall be implemented i.e. developed, financed, constructed, maintained and operated for the Project Term by a Private Sector Company to be selected by the Government or a statutory entity through a process of open competitive bidding; provided that in case of railway projects that are not amenable to operation by a Private Sector Company, the Empowered Committee may relax this eligibility criterion.

ii. The PPP Project should be from one of the sectors as given in Annexure III.

Provided that the Empowered Committee may, with approval of the Finance Minister, add or delete sectors/sub-sectors from the aforesaid list.

iii. Projects availing of VGF under this scheme shall provide a service against payment of a pre-determined tariff or user charge.

iv. The concerned Government/statutory entity should certify, with reasons:

a. That the tariff/user charge cannot be increased to eliminate or reduce the viability gap of the PPP;

b. That the project term cannot be increased for reducing the viability gap; and

c. That the capital costs are reasonable and based on the standards and specifications normally applicable to such projects and that the capital costs cannot be further restricted for reducing the viability gap.

4. Government Support

1. The total Viability Gap Funding under this Scheme shall be as follows:

i **For Social Sector Projects:**

a. **Sub-scheme 1:** This includes Water Supply, Solid Waste Management, Waste Water Treatment, Health and Education etc. The amount of VGF under this scheme shall be equivalent to the lowest bid for capital grant, subject to maximum of 30% (Thirty percent) of the Total Project Cost. In case the sponsoring Central Ministry/State Government/Statutory Entity

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

proposes to provide any assistance over and above the said VGF out of its budget, it shall be restricted to a further 30 percent of the total project cost. The projects eligible under this category should have at least 100% Operational Cost recovery.

b. **Sub-scheme 2:** This includes only demonstration/pilot projects in Health and Education sectors. The amount of VGF under this scheme shall be equivalent to the lowest bid which will be considered as summation of capital grant and NPV of O&M cost for first five years after COD, but subject to a maximum of 40% of the Total Project Cost as capital grant and 25% of NPV of O&M Cost for the first 5 years after COD as operational grant. In case the Sponsoring Central Ministry/State Government/Statutory Entity proposes to provide any assistance over and above the said VGF out of its budget, it shall be restricted to a further up to 40% of the Total Project Cost as capital grant and up to 25% of NPV of O&M Cost for the first 5 years after COD as operational grant. The projects eligible under this category should have at least 50% Operational Cost recovery.

ii **For all other eligible sector projects:** The amount of VGF shall be equivalent to the lowest bid for capital grant, subject to maximum of 20% of the Total Project Cost. In case the sponsoring Central Ministry/State Government/Statutory Entity proposes to provide any assistance over and above the said VGF out of its budget, it shall be restricted to a further 20% of the total project cost.

2. Viability Gap Funding under this Scheme except Sub-scheme 2 will normally be in the form of a capital grant at the stage of project construction. Proposals for any other form of assistance may be considered by the Empowered Committee and sanctioned with the approval of the Finance Minister on a case-by-case basis.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. Viability Gap Funding up to Rs. 200 crores (Rupees two hundred crore) for each project may be sanctioned by the Empowered Committee, subject to the budgetary ceilings indicated by the Finance Ministry. Proposals of VGF exceeding Rs. 200 crores (Rupees two hundred crore) may be sanctioned by the Empowered Committee with the approval of the Finance Minister.

4. Unless otherwise directed by the Ministry of Finance, the Empowered Committee may approve project proposals with a cumulative capital outlay equivalent to ten times the budget provisions.

5. If need arises, the funding may be provided based on an appropriate formula, to be determined by the Empowered Committee, that balances need across sectors and locations in a manner that would make broad base the sectoral and locational coverage and avoid pre-empting of funds by a few large projects.

5. Approval of Project Proposals

1. Project proposals may be proposed by a Government or statutory entity which owns the underlying assets. The proposals shall include the requisite information necessary for satisfying the eligibility criteria specified in paragraph 3 above.
2. Projects based on standardised/model documents duly approved by the respective Government would be preferred. Standalone documents maybe subjected to detailed scrutiny by the Empowered Committee.
3. The Empowered Committee will consider the project proposals for Viability Gap Funding and may seek the required details for satisfying the eligibility criteria.
4. Within 30 days of receipt of a project proposal, duly completed as aforesaid, the Empowered Committee shall inform the sponsoring Government/statutory entity whether the project is eligible for financial assistance under this Scheme. In case the project is based on standalone documents (not being duly approved model/standard documents), the approval process may require an additional 60 (sixty) days.
5. Notwithstanding the approvals granted under this Scheme, projects promoted by the Central Government or its statutory entities shall be approved and implemented in accordance with the procedures specified from time to time.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

6. In cases where Viability Gap Funding is budgeted under any on-going Scheme of the Central Government, the inter-se allocation between such on-going Scheme and this Scheme shall be determined by the Empowered Committee.

6. Procurement Process for PPP Projects

1. The Private Sector Company shall be selected through a transparent and open competitive bidding process. The criterion for bidding shall be the amount of Viability Gap Funding required by a Private Sector Company for implementing the project where all other parameters are comparable.
2. The Government or statutory entity proposing the project shall certify that the bidding process conforms to the provisions of this Scheme and convey the same to the Empowered Committee prior to disbursement of the Grant.
3. In case, the Government or statutory entity proceeds with bidding process with substantial alterations to the bidding documents and provisions approved by the Empowered Committee without taking prior approval of the Empowered Committee, the Empowered Committee may decline the final approval to the project.

7. Appraisal and Monitoring by Lead Financial Institution [1]

1. Within four months from the date on which eligibility of the project is conveyed by the Empowered Committee to the concerned Government/statutory entity, the PPP project shall be awarded in accordance with paragraph 6 above; provided that upon application made to it by the concerned Government/statutory entity, the Empowered Committee may extend this period by not more than two months at a time.

2. The Lead Financial Institution shall, within three months from the date of bid award, present its appraisal of the project for the consideration and approval of the Empowered Committee; provided that upon application made to it by the concerned

[1] In case of Sub Scheme 1 and 2 where projects are entirely funded by Equity, the role and responsibilities of LFI shall be undertaken by the Project Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Government/statutory entity, the Empowered Committee may extend this period by not more than one month at a time.

3. The Lead Financial Institution shall be responsible for regular monitoring and periodic evaluation of project compliance with agreed milestones and performance levels, particularly for the purpose of disbursement of Viability Gap Funding. It shall send quarterly progress reports to the Empowered Committee.

8. Disbursement of Grant

1. A Capital Grant under this Scheme shall be disbursed only after the Private Sector Company has subscribed and expended all the equity contribution required for the project and will be released in proportion to debt disbursements by Lead Financial Institution. However, in case of sub-scheme 2, Operational grant shall be disbursed annually for the first five years post achieving COD based on audited annual accounts and shall be subject to the lower of the annual O&M cost quoted by the concessionaire at the time of the bid and actual O&M cost incurred.

   In case, a project under Sub-scheme 1 & 2 is funded completely by equity, Capital Grant VGF shall be disbursed after the equity contribution is expended by the concessionaire and in accordance with the project milestones achieved (lower of physical or financial progress).
2. The Empowered Committee will release the Grant to the escrow account only after the recommendations of the Sponsoring Authority.
3. The Empowered Committee, the Lead Financial Institution and the Private Sector Company shall enter into a Tripartite Agreement (as prescribed by the Empowered Committee from time to time) for the purposes of this Scheme as given at Annexure-V[2].

9. Recovery of VGF in case of terminated projects

If the project is terminated at any point of time during the concession period, the VGF may not be recovered from the Authority if it is re-bid and continued as PPP. However, if

[2] In case of Sub Scheme 1 and 2, if the project is entirely funded through equity, then the Tripartite Agreement shall be entered into by the Empowered Committee, the Project Sponsoring Authority (Owner of the asset) and the Private Sector Company.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the project is terminated at any point of time during the concession period and not continued as PPP project, then 90% of Capital Grant disbursed under this scheme may be payable by the Authority to the Ministry of Finance.

10. Guidelines

The Department of Economic Affairs, Ministry of Finance will issue appropriate guidelines for implementation of the Scheme from time to time.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure II

Composition of Empowered Committee

1. The composition of Empowered Committee will be as follows:

   (a) Secretary (Economic Affairs)

   (b) CEO, NITI Aayog

   (c) Secretary (Expenditure)

   (d) Secretary of the line Ministry dealing with the subject

   (e) Joint Secretary, DEA- Member Secretary

2. The Empowered Committee will:
   i. Sanction Viability Gap Funding up to Rs. 200 crore (Rupees two hundred crore) for each project subject to the budgetary ceilings indicated by the Finance Ministry. Amounts exceeding Rs. 200 crore may be sanctioned by the Empowered Committee with the approval of Finance Minister;
   ii. Determine the appropriate formula that balances need across sectors and locations in a manner that broad bases the sectoral coverage and avoids pre-empting of funds by a few large projects;
   iii. Determine the inter-se allocation between any on-going Scheme providing Viability Gap Funding and this Scheme; and
   iv. Provide clarifications or instructions relating to eligibility of a project for such support as and when requested.
3. Eligible Sector: The Empowered Committee may, with approval of the Finance Minister, add or delete sectors/sub-sectors from this list of eligible sectors given at Annexure III.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure III

Consolidated List of Sectors

At present, the following sectors are eligible for Viability Gap Funding under this Scheme:

a) Roads and bridges, railways, seaports, airports, inland waterways;
b) Power;
c) Urban transport, water supply, sewerage, solid waste management and other physical infrastructure in urban areas;
d) Infrastructure projects in Special Economic Zones and internal infrastructure in National Investment and Manufacturing Zones;
e) International convention centres and other tourism infrastructure projects;
f) Capital investment in the creation of modern storage capacity including cold chains and post- harvest storage;
g) Education, health and skill development, without annuity provision;

Provided that Viability Gap Funding would be provided to Medical Colleges setup in PPP mode by being attached to an existing district hospital subject to the condition that:

i. States fully allow the facilities of the hospital to the medical college; and
ii. States provide land to the medical college at a concession.

h) Oil/Gas/Liquefied Natural Gas (LNG) storage facility (includes city gas distribution network);
i) Oil and Gas pipelines (includes city gas distribution network);
j) Irrigation (dams, channels, embankments, etc);
k) Telecommunication (Fixed Network) (includes optic fibre/ wire/ cable networks which provide broadband /internet);
l) Telecommunication towers;
m) Terminal markets;
n) Common infrastructure in agriculture markets; and
o) Soil testing laboratories

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

AnnexureIV

Memorandum for Empowered Committee

Scheme for Financial Support to PPPs in Infrastructure

S. No.	Item	Response
1	**General**	
1.1	Name of the Project	
1.2	Type of PPP (BOT, BOOT, BOLT, OMT etc.)	
1.3	Location (State/District/Town)	
1.4	Central Ministry/State Government/Statutory Authority proposing the project as owner of the underlying assets (see Rule 5.1)	
1.5	Name of the Government/statutory entity which will sign the concession agreement (*see* definition)	
1.6	Whether the contract/concession is to be awarded to a private sector company (*see* definition)	
1.7	Will the private sector company be responsible for financing, construction, maintenance and operation of the project (*see* Rule 3.1)	
2	**Project Description**	
2.1	Brief description of the project	
2.2	Justification for the project	
2.3	Possible alternatives, if any	
2.4	Estimated total project cost with break-up under major heads of expenditure. Also indicate the basis of cost estimation. (*see* definition)	
2.5	Phasing of investment	
2.6	Project Implementation Schedule (PIS)	
3	**Financing Arrangements**	
3.1	Sources of financing (equity, debt, mezzanine capital etc.)	
3.2	Indicate the revenue streams of the Project (annual flows over project life). Also indicate	

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

S. No.	Item	Response
	the underlying assumptions.	
3.3	Indicate the NPV of revenue streams with 12 percent discounting	
3.4	Who will fix the tariff/user charges? Please specify the process in detail.	
3.5	Will the project have pre-determined user charges/tariffs (see Rule 3.1)	
3.6	Can the user charges/tariffs be increased for reducing the viability gap? If no, please furnish the certificate as per Annexure VI. (see Rule 3.1)	
3.7	Can the concession period be increased for reducing the viability gap? If no, please furnish the certificate as per Annexure VII. (see Rule 3.1)	
3.8	Can the total project costs be restricted or phased out for reducing the viability gap? If no, please furnish the certificate as per Annexure VIII. (see Rule 3.1)	
3.9	Have any FIs been approached for funding the project? If yes, there response may be indicated.	
4	**IRR**	
4.1	Economic IRR (if computed)	
4.2	Financial IRR, indicating various assumptions (attach separate sheet if necessary)	
5	**Clearances**	
5.1	In case the project is owned by the Central Government or its statutory entities, the status of PPPAC approval may be indicated	
5.2	Status of environmental clearances	
5.3	Clearance required from the State Government and other local bodies	
5.4	Other support required from the State Government	
6	**GoI Support**	
6.1	Likely amount of VGF required for the project (also indicate as percent of item 2.4)	
6.2	Will the VGF be used as a capital grant at the stage of project construction? If no, please furnish details of the alternative proposal. (*see* Rule 4.2)	
6.3	Will the sponsoring Ministry/State Government/statutory entity provide any assistance in addition to the VGF under this	

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

S. No.	Item	Response
	Scheme? If yes, please furnish details. (*see* Rule 4.1)	
6.4	Is there any other Scheme of the Central Government under which this project is eligible for financial assistance? If yes, indicate the details thereof. (*see* Rule 5.6)	
7	**Concession Agreement**	
7.1	Is the Concession Agreement based on a duly approved model concession agreement? If yes, indicate the details thereof (in a note to be attached) along with a copy of the MCA. (*see* Rules 5.2 and 5.4)	
7.2	Have any variations in the MCA been proposed? If yes, please provide a detailed note. (to be attached)	
7.3	Details of the Concession Agreement (attached at Annexure IX)	
8	**Criteria for short-listing**	
8.1	Is short-listing to be in one stage or two stages?	
8.2	Indicate the criteria for short-listing (attach separate sheet if necessary)	
9	**Criteria for Bidding**	
9.1	Will the bidding parameter be the minimum VGF required? If no, please indicate the bidding parameter(s). (*see* Rules 3.1 and 6.1)	
9.2	Have all other conditions, specifications and project agreements been frozen prior to inviting financial bids? If no, please furnish the details with justification thereof. (*see* Rule 6.1)	
10	**Others**	
10.1	Remarks, if any	

Download format from www.pppinindia.com

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

The .....(name of project) has been submitted by the undersigned as the duly authorised officer of .....(name of Ministry, State Government or Statutory Authority, as the case may be) forseeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.

It is certified that the proposal complies with the provisions and eligibility criteria specified in the aforesaid Scheme.

The above statements as also the information contained in the enclosures are true to the best of my knowledge and belief.

Dated: *(Name and designation of*

Officer alongwith official stamp)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure V

Tripartite Agreement[12]

This Tripartite Agreement is made at New Delhi on this [… … …] day of

[… … … … … …], [20 …]

BETWEEN

1. [… … … … … … … … … … … … … …] acting through [Shri … … … … … … … … … … … … … Department of … … … … … … … … … Ministry of … … … … … …] Government of India, New Delhi (hereinafter referred to as "Empowered Committee"),

2. [… … … … … … … … … … … …], acting for itself and for the Lenders listed in Schedule as Lender, (hereinafter referred to as the "Lead Institution") and having its registered office at [… … … … … … … … … … … … … …

B. After evaluation of the bids so received the Owner had accepted the bid of the Consortium comprising of [… … …], [… … …] and [… … …] and has consequent thereto entered into the Concession Agreement (as defined hereinafter), a true copy of which is annexed hereto and marked as Annexure 'A'; with the Concessionaire which has been promoted by the Consortium to undertake the Project.

C. The Central Government has notified a Scheme called the "Scheme for Financial Support to Public Private Partnerships in Infrastructure" (the "Scheme") for financial support to infrastructure projects that are to be undertaken through Public Private Partnerships.

D. On an Application made by the Owner ("the Proposal") for the Project to be considered for viability gap funding ("VGF") under the Scheme, the Empowered Committee has agreed to provide to the Concessionaire VGF by way of grant under and in accordance with the Scheme to the extent and in the manner set forth hereinafter.

E. The Scheme requires certain representations by the Owner and entering into of the tripartite agreement setting forth, inter alia, the terms and conditions of VGF grant.

Now therefore the parties hereto hereby agree and this agreement witnesseth as follows:

1. Definitions and Interpretations

1.1 For the purposes of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them:

1.1.1 "Agreement" means this Tripartite Agreement, and amendments if any thereto made in accordance with the provisions contained herein in this behalf.

1.1.2 "Balance Debt" shall mean the balance principal amount of the debt agreed to be provided by the Lenders to the Concessionaire under the Financing Agreements for financing the Project Cost and which remains to be disbursed by the Lenders to the Concessionaire after the Concessionaire has subscribed and expended the equity contribution required for the Project.

1.1.3 "Concession Agreement" means the Concession Agreement dated [… … …] entered into between the Owner and the Concessionaire, and shall include all Annexures and appendices thereto and any amendments thereto made in accordance with the provisions contained in this behalf therein provided any amendments thereto made hereafter which materially alterany of the terms and conditions thereof shall not be binding on the Empowered Committee and the Central Government unless previously approved by the Empowered Committee.

1.1.4 "Total Project Cost" means the lower of the following total capital cost of the Project:

a. [Rs. … … … … (Rupees … … … …)] as estimated by the Owner;

b. [Rs. … … … … (Rupees … … … … …)] as contained in the Financial Package approved, inter alia, by the Lead Institution; and

c. the amount as actually expended on the Project as certified by the statutory auditors,

but shall not include the cost of the land comprised in the Project.

1.1.5 "VGF Grant" means the grant payable by the Central Government under and in accordance with the Scheme as set forth in the Guidelines for Financial Support to Public Private Partnerships in Infrastructure

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

notified by the Finance Ministry on 07.12.2020 vide OM No. 10/3/2018-PPP and as referred to in clause 2.1 of this Agreement.

1.2 The words and expressions beginning with or in capital letters used in this Agreement and not defined herein but defined in the Concession Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Concession Agreement.

1.3 In this Agreement unless the context otherwise requires:

a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

b. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include all genders, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);

c. The headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;

d. Terms beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein;

e. The words "include" and "including" are to be construed without limitation;

f. Any reference to a "day" shall mean reference to a calendar day;

g. Any reference to "month" shall mean reference to a calendar month;

h. Any reference to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document asamended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of the Empowered Committee hereunder or pursuant hereto in any manner whatsoever;

i. References to Recitals, clauses, sub-clauses, paragraphs, Annexures or appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, clauses, sub-clauses, paragraphs, Annexures and appendices of this Agreement;

j. Any agreement, consent, approval, authorisation, proposal, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party, in this behalf and not otherwise; and

k. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

1.4 Priority of Agreements:

In the event of any conflict between this Agreement and

i. the Concession Agreement; or

ii. any of the Project Agreements,

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the provisions of this Agreement shall prevail.

2. Grant

2.1 Relying on the representations made by the Concessionaire and the Owner as set forth hereinafter and believing them to be true, the Empowered Committee hereby grants to the Concessionaire and the Concessionaire hereby accepts from the Empowered Committee the VGF grant in a sum of [Rupees … … … (Rs. … … … … crore)] (the "VGF Grant") for the Project under the Scheme subject to and on the terms and conditions set forth in this Agreement and the Scheme. The VGF Grant shall be disbursed to the Concessionaire by Lead Institution for and on behalf of the Empowered Committee in the manner as setout in Clause 2.2.

2.2 The Lead Institution shall disburse the VGF Grant in the manner set forth herein to the Concessionaire for and on behalf of the Empowered Committee in proportion to the disbursements of the Balance Debt, and shall after each such disbursement of VGF Grant to the Concessionaire, notify the Empowered Committee of the same.

2.3 The Lead Institution shall along with the disbursement of the Balance Debt disburse in proportion thereto the VGF Grant to the Concessionaire in the same manner as such Balance Debt and, upon such disbursement, shall be deemed to have been received by the Concessionaire.

2.4 Notwithstanding anything to the contrary contained in this Agreement in the event of

i. Any suspension of the Concessionaire's rights under the Concession Agreement or termination of the Concession Agreement, or;

ii. Any suspension of the rights of the Concessionaire under this Agreement or termination of this Agreement; or

iii. Occurrence of any VGF Default,

The disbursement of the balance of the undisbursed amount of VGF Grant shall be suspended or terminated, as the case may be, in the sole discretion of the Empowered Committee without the Empowered Committee or the Lead Institution being liable to the Concessionaire or the Owner in any manner whatsoever for the same. Such suspension or termination as the case may be, of the undisbursed portion of the VGF Grant shall be deemed to be with mutual agreement of the Parties.

2.5 The Concessionaire and the Lead Institution agree and acknowledge that the VGF is for and shall solely be used to fund such part of the Total Project Cost as is on account of viability gap which necessitated the VGF Grant and for no other purpose whatsoever.

2.6 The Concessionaire and the Lead Institution acknowledge, and the Owner confirms that VGF Grant under this Scheme shall be disbursed only after the Concessionaire subscribes to and has expended the equity contribution required for the Project from the Concessionaire under the Financial Package.

3. Representations and Warranties

3.1 The Confirming Party represents, warrants and confirms to the Empowered Committee and the Lead Institution respectively the following:

a. The Total Project Cost does not include the cost of the land comprised in the Project incurred by the Owner;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

b. The Concessionaire has been selected through a transparent and open competitive bidding process conforming to the provisions of the Scheme;

c. The Project shall provide service against payment of predetermined tariff/user charge as set forth in the Concession Agreement;

d. The pre-determined tariff/user charges payable pursuant to the Concession Agreement to the Concessionaire for provision of services pursuant thereto, cannot be increased to eliminate or reduce the viability gap, which necessitated the application for the VGF Grant for the Project under the Scheme by the Owner;

e. The Concession Period under the Concession Agreement cannot be increased for reducing the viability gap, which necessitated the application for the VGF Grant under the Scheme;

f. The Total Project Cost is reasonable and based on the standards and specifications normally applicable to such projects as the Project and the same cannot be restricted for reducing the viability gap, which necessitated application by the Owner for VGF Grant under the Scheme; and

g. The grants made or which may hereafter be made by the Owner to the Concessionaire for meeting the Total Project Cost or any part thereof shall not exceed in aggregatethe provisionsas given in Rule 4.1 of the Scheme.

3.2 The Concessionaire represents and warrants to the Empowered Committee and the Lead Institution that:

a. It is duly organised and validly existing under the laws in India and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transaction hereby contemplated;

b. It has taken all necessary corporate and other actions under applicable laws to authorise the execution and delivery of this Agreement and to perform its obligations under this Agreement;

c. This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and obligations enforceable against it in accordance with its terms;

d. The execution, delivery and performance of this Agreement will not conflict with or result in a breach or constitute default under or accelerate performance required by any of the terms of Memorandum and Articles of Association of the Concessionaire or any applicable law or any covenant, contract, arrangement or understanding, or any decree or order of any court to which it is a party or by which it or any of its properties or assets is bound or affected;

e. All information furnished to the Empowered Committee, the Lead Institution and the Owner and as updated on or before the date of this Agreement is true and accurate in all material respect;

f. There are no actions, suits, proceedings or investigations pending or to its knowledge threatened against it at law or in equity before any court or any other judicial, quasi-judicial or other authority or body, the outcome of which may result in the breach of this Agreement;

g. It has complied with all Applicable Laws and Applicable Permits in all material respects;

h. It is not in breach of the Concession Agreement or of any Project Agreements or Financing Agreements; and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

i. No representation or warranty contained herein or in the Concession Agreement or any other document furnished by it to the Empowered Committee or the Owner or the Lead Financial Institution contains or will contain any untrue or misleading statement of material facts or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

3.3 In the event of any occurrence or circumstance coming to the knowledge of the Party making any representation hereunder which renders any of its aforesaid representations or warranties untrue or incorrect at any timeduring the subsistence of this Agreement, such party shall immediately notify the other parties hereto about the same. Such notification shall not have the effect of remedying any such representation or warranty that has been found to be incorrect or untrue.

4. Project Monitoring

4.1 Lead Institution agrees and undertakes that subject to the provisions of this Agreement, the Lead Institution shall undertake regular monitoring and periodic evaluation of Project compliance with the agreed milestones and performance levels as set forth in the Concession Agreement and it shall, through periodic reports, advise and keep informed the Empowered Committee about the slippages or otherwise in Project compliances with the agreed milestones and performance levels as set forth in the Concession Agreement together with brief description of the causes of slippages or non-compliances, if any, therein. Without prejudice to the generality of the foregoing, the Lead Institution shall as part of its monitoring obligation hereunder undertake the following:

4.1.1 From the date of this Agreement, the Lead Institution shall through its representative, inspect the Project Site on a monthly basis and shall keep a regular inspection log recording progress of the Project; and

4.1.2 The Lead Institution shall send on a quarterly basis progress reports of the Project to the Empowered Committee together with brief description of the causes of slippages or non-compliances, if any, therein.

5. Role of Lead Institution

5.1 The Concessionaire and the Lead Institution acknowledge that the Lead Institution is only acting as trustee for the Empowered Committee in respect of the VGF Grant and has no rights to the VGF Grant in any manner whatsoever.

5.2 The Empowered Committee hereby authorises the Lead Institution to exercise such rights, powers, authorities and discretion as are conferred by this Agreement on the Lead Institution together with all such rights, powers, authorities and discretion as are reasonably incidental hereto.

5.3 In performing its functions and duties under this Agreement, the Lead Institution shall act in trust for the benefit of, and as agent for the Empowered Committee or its nominees, successors or assigns, in accordance with the provisions of this Agreement.

5.4 The Lead Institution shall maintain accurate account of all VGF Grant disbursements made by it pursuant to this Agreement and shall by the 15th day of every month furnish a copy thereof as at the close of the immediately preceding month, duly certified under the hands of an officer of the Lead Institution duly authorised in this behalf, to the Empowered Committee together with statement showing the tentativedisbursement schedule of the balance of the VGF Grant remaining to be disbursed.

5.5 In discharge of its duties and obligations hereunder, the Lead Institution:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

a. May, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by and on behalf of the Concessionaire by an officer of the Concessionaire duly authorised in this behalf by the Board of Directors of the Concessionaire;

b. May, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

c. Shall, within 5 (five) business days of its receipt, deliver to the Empowered Committee a copy of any notice or document received by the Lead Institution in its capacity as the trustee for the Empowered Committee from the Concessionaire or any other person hereunder or in connection herewith; and

d. Shall, within 5 (five) business days of its receipt, deliver to the Concessionaire a copy of any notice or document received by the Lead Institution from the Empowered Committee in connection herewith.

5.6 The Lead Institution agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to any amount of the VGF Grant pending disbursement to the Concessionaire. For the avoidance of doubt, it is hereby acknowledged and agreed by the Lead Institution that the monies, if any, received from the Empowered Committee and held by the Lead Institution on account of the VGF Grant and awaiting disbursement to the Concessionaire shall not be considered as part of the assets of the Concessionaire and being trust property held in trust for the Empowered Committee, and shall, in the case of bankruptcy or liquidation of the Lead Institution, be wholly excluded from the assets of the Lead Institution in such bankruptcy or liquidation and shall be made over to the Empowered Committee or its nominee.

6. VGF Default

6.1 Following events shall constitute an event of default by the Concessionaire ("VGF Default") under this Agreement unless such event of default has occurred as a result of Force Majeure or any act or omission of the Empowered Committee:

a. The Concessionaire causes the Lead Institution to transfer the VGF Grant to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the designated Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

b. The Concessionaire commits or causes any other breach of the provisions of this Agreement; or

c. Any of the representation and warranties of the Concessionaire are found at any time to be false or incorrect and fails to cure the same, within a Cure Period of 5 (five) business days; or

d. Any of the representation and warranties of the Owner are found at any time to be false or incorrect and the Owner fails to cure the same, within a Cure Period of 5 (five) business days; or

e. The Concessionaire commits Concessionaire Default under the Concession Agreement unless such default has occurred solely as a result of any breach of the Concession Agreement by the Owner or due to Force Majeure; or

f. The Concessionaire is adjudged bankrupt or insolvent or is ordered to be wound up or passes an effective resolution for its winding up or a receiver is appointed for the Concessionaire or for the whole or a material part of its assets.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

6.2 Upon occurrence of a VGF Default, the consequences thereof shall be deemed to be a material breach of the Concession Agreement by the Concessionaire and treated as a Concessionaire Default under the Concession Agreement, and shall be accordingly dealt with under and in accordance with the provisions of the Concession Agreement for such breach under the Concession Agreement.

7. Term of the Agreement

7.1 This Agreement shall come into force and effect upon the execution hereof and shall remain in full force and effect so long as any of the Lead Institution or the Concessionaire obligations to the Empowered Committee remain to be discharged, or a period of seven years from the date hereof, whichever is later.

8. Indemnity

8.1 The Concessionaire will indemnify, defend and hold harmless the Empowered Committee and Lead Institution against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of this Agreement, or the Concession Agreement of any of Project Agreement or the Financing Agreements, or on account of failure of the Concessionaire to comply with Applicable Laws or Applicable Permits, or on account of disbursement or failure to disburse the VGF Grant or any part thereof.

8.2 The Lead Institution will indemnify, defend and hold the Empowered Committee harmless at all times against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lead Institution to fulfil its obligations under thisAgreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lead Institution, its officers, servants and agents.

8.3 The Empowered Committee will indemnify, defend and hold harmless the Lead Institution at all times against any and all proceedings, action and third party claims for any loss, damage, cost and expense arising on account of disbursement of the VGF Grant pursuant hereto for and on behalf of the Empowered Committee or on account of failure of the Empowered Committee to fulfill its obligations under this Agreement or the Lead Institution complying with any direction of the Empowered Committee given pursuant to this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful function by the Empowered Committee, its officers, servants and agents.

8.4 In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity hereunder or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

9. Dispute Resolution

9.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably within [… … …] days of communication thereof shall be decided finally by reference to arbitration to a Board of three Arbitrators comprising of one nominee of the Party which is the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Claimant in such dispute, one nominee of the Empowered Committee and the third to be appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"). Such arbitration shall be held in accordance with the said Rules and shall be subject to the provisions of the Arbitration and Conciliation (Amendment) Act, 2019.

9.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

10. Miscellaneous Provisions

10.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

10.2 Waiver of Sovereign Immunity

The Empowered Committee unconditionally and irrevocably:

a. Agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

b. Agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Empowered Committee with respect to its assets;

c. Waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

d. Consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

10.3 Rights of the Concessionaire

The rights and remedies of the Concessionaire in the VGF Grant, including in any balance thereof awaiting disbursement to the Concessionaire, are set forth in their entirety in this Agreement and the Lead Institution and the Concessionaire shall have no other rights or remedy against or to such VGF Grant including in any balance thereof awaiting disbursement to the Concessionaire.

10.4 Amendments

All additions, amendments, modifications and variations to this Agreement shall be valid, effectual and binding on the Parties and the Owner only if in writing and signed by their respective duly authorised representatives.

10.5 Waiver

10.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:a. Shall not operate or be construed as a waiver of any

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

other or subsequent default hereof or of other provisions of or obligations under this Agreement; b. Shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and c. Shall not affect the validity or enforceability of this Agreement in any manner.

10.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

10.6 No Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

10.7 Survival

10.7.1 Termination of this Agreement: a. Shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and b. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

10.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

10.8 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any suchprovisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

10.9 Successors and Assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

10.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

10.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

10.12 Authorised Representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

10.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

10.14 Recovery of VGF in case of terminated projects

If the project is terminated at any point of time during the concession period, the VGF may not be recovered from the Authority (Owner) if it is re-bid and continued as PPP. However, if the project is terminated at any point of time during the concession period and not continued as PPP project, then 90% of Capital Grant disbursed under this scheme may be payable by the Authority (Owner) to the Ministry of Finance.

10.15 Confirming Party

The Owner has signed this Agreement as confirming party in token confirmation of the representations and warranties of the Owner set forth herein and in ratification of the terms hereof.

In witness whereof the parties hereto have executed these presents on the day, month and year first above written.

For and on behalf of the Lead Institution

By:

Name:

Designation:

For and on behalf of the Concessionaire

By:

Name:

Designation:

For and on behalf of the Empowered Committee

By:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Name:

Designation:

In the presence of:

1. _____

2. _____

In token confirmation and ratification of the Owner's representations and warranties and of the terms hereof

For and on behalf of the Owner

By:

Name:

Designation:

In the presence of:

1. _____

2. _____

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure VI

Certificate Relating to User Charge/Tariff

(To be furnished as required under Rule 3 of the Scheme for FinancialSupport to PPPs in Infrastructure)

It is certified that:

a) The … … … … … … (name of project) has been submitted by the undersigned as the duly authorised officer of … … … … … … (name of Ministry, State Government or statutory authority, as the case may be) for seeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.
b) The undersigned hereby certifies that the proposal complies with the provisions and eligibility criteria specified in the aforesaid Scheme.
c) The user charge/tariff for the project has been fixed under and in accordance with … … … … … … (state law and rule along with relevant sections). A copy of the relevant Act and Rules is attached.
d) The user charge/tariff as fixed for this project is indicated below (attach separate sheet if necessary).
e) The aforesaid user charge/tariff cannot be fixed at a higher level for the reasons stated below.
f) That the above statements are true to the best of my knowledge and belief.

Dated: *(Name and designation of*

Officer along with official stamp)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure VII

Certificate relating to Concession Period for the Project

(To be furnished as required under Rule 3 of the Scheme for FinancialSupport to PPPs in Infrastructure)

It is certified that:

a) The … … … … … … (name of project) has been submitted by the undersigned as the duly authorised officer of … … … … … … (name of Ministry, State Government or statutory authority, as the case may be) for seeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.
b) The concession period for the project has been fixed keeping in view the considerations noted below.
c) The aforesaid concession period cannot be increased for the reasons stated below.
d) That the above statements are true to the best of my knowledge and belief.

Dated: *(Name and designation of Officer along with official stamp)*

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure VIII

Certificate relating to Total Project Cost

(To be furnished as required under Rule 3 of the Scheme for FinancialSupport to PPPs in Infrastructure)

It is certified that:

a) The … … … … … … (name of project) has been submitted by the undersigned as the duly authorised officer of … … … … … … (name of Ministry, State Government or statutory authority, as the case may be) for seeking Viability Gap Funding under the Scheme for Financial Support to PPPs in Infrastructure.
b) The total project cost for the project is reasonable and has been fixed in accordance with the standards and specifications normally followed for similar projects (attach separate sheet if any details are to be furnished).
c) That the aforesaid total project costs cannot be reduced for reasons indicated below (attach separate sheet if necessary).
d) That the above statements are true to the best of my knowledge and belief.

Dated: *(Name and designation of*

Officer along with official stamp)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure IX

Brief particulars of the Concession Agreement

A. SponsoringMinistry:
B. Name and location oftheProject:
C. LegalConsultant:
D. FinancialConsultant:

S.No.	Item	Clause No.	Description
1	**General**		
1.1	Scope of the Project (Please state in about 200 words)		
1.2	Nature of Concession to be granted		
1.3	Period of Concession and justification for fixing the period		
1.4	Estimated capital cost		
1.5	Likely construction period		
1.6	Conditions precedent, if any, for the concession to be effective		
1.7	Status of land acquisition		
2	**Construction and O&M**		
2.1	Monitoring of construction; whether an independent agency/engineer is stipulated		
2.2	Minimum standards of Operation and Maintenance/Performance standards		
2.3	Penalties for violation of prescribed O&M standards/Performance standards		
2.4	Safety provisions relating to structures, users and construction works		
2.5	Penalties for violation of safety related provisions		
2.6	Environment related provisions		
3	**Financial**		
3.1	Maximum period for achieving financial close		
3.2	Nature and extent of capital grant/ subsidy stipulated		
3.3	Bidding parameter (capital subsidy or other parameter)		
3.4	Provisions for change of scope and the financial burden thereof		
3.5	Concession fee, if any, payable by the Concessionaire		

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

S.No.	Item	Clause No.	Description
3.6	User charges/fee to be collected by the Concessionaire		
3.7	Indicate how the user fee has been determined; the legal provisionsin support of user fee (attach the relevant rules/notification); and the extent and nature of indexation for inflation		
3.8	Provisions, if any, for mitigating the risk of lower revenue collection		
3.9	Provisions relating to escrow account, if any		
3.10	Provisions relating to insurance		
3.11	Provisions relating to audit and certification of claims		
3.12	Provisions relating to assignment/ substitution rights relating to lenders		
3.13	Provisions relating to change in law		
3.14	Provisions, if any for compulsory buy-back of assets upon termination/ expiry		
3.15	Contingent liabilities of the government		
	a. Maximum Termination Payment for Government/Authority Default		
	b. Maximum Termination Payment for Concessionaire Default		
	c. Specify any other penalty, compensation or payment contemplated under the agreement		
4	**Others**		
4.1	Provisions relating to competing facilities, if any		
4.2	Specify the Dispute Resolution Mechanism		
4.3	Specify the governing law and jurisdiction		
4.4	Other remarks, if any		

Download format from www.pppinindia.com

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure X

Guidelines for forwarding proposals to DEA to ascertain their eligibility under the Scheme – Memorandum Format

Name of the Project:

State/Central Sector Project	
Name of the Applicant	
Administrative Ministry/Department	
Sponsoring Authority	
Implementing Agency	
Location	
Sector	
Activities proposed	
Type of PPP	
Type of VGF sought	

A. Conditions of the VGFScheme

S. No.	Condition	Comment
1.	Whether the project proposal has been posed by a Government or statutory entity which owns the underlying assets	
2.	Whether the project is to be implemented i.e. developed, financed, constructed, maintained and operated for the Project Term by a Private Sector Company	
3.	Is the project from the sectors identified in the guidelines	
4.	Whether the Private Sector Company will be selected by the Government or a statutory entity that owns the project through a transparent and open competitive bidding process	
5.	Whether the Project provides a service against payment of a pre-determined tariff or user charge	
6.	Whether user charges/tariff has been fixed by Government or a statutory authority	

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

S. No.	Condition	Comment
7.	Whether the Government/statutory entity making the proposal has certified/will be able to certified with reasons; i. That the tariff/user charge cannot be increased to eliminate or reduce theviability gap of thePPP; ii. That the Project Term cannot be increased for reducing the viabilitygap; iii. That the capital costs are reasonable and based on the standards and specifications normally applicable to such projects and that the capital costs cannot be further restricted for reducing the viability gap.	
8.	Is the total VGF within the gap stipulated in the guidelines	
9.	Whether the proposed project is (or will be) based on standardised/model documents duly approved by the respective Government	

B. Other project related information (if available)

S. No.	Item	Comment
1.	Total Project Cost (in Rupees Cr.)	
2.	VGF sought from GoI (in Rupees Cr.)	
3.	VGF as a percent of Total project cost	
4.	Additional grant from the Sponsoring Authority	
5.	Construction period (from Financial closure)	
6.	Likely year in which VGF sought	
7.	Is the project viable without VGF	
8.	If not, is it viable with VGF	
9.	Status of the concession agreement - has it been finalised - if not, is it proposed to be based on amodel document	

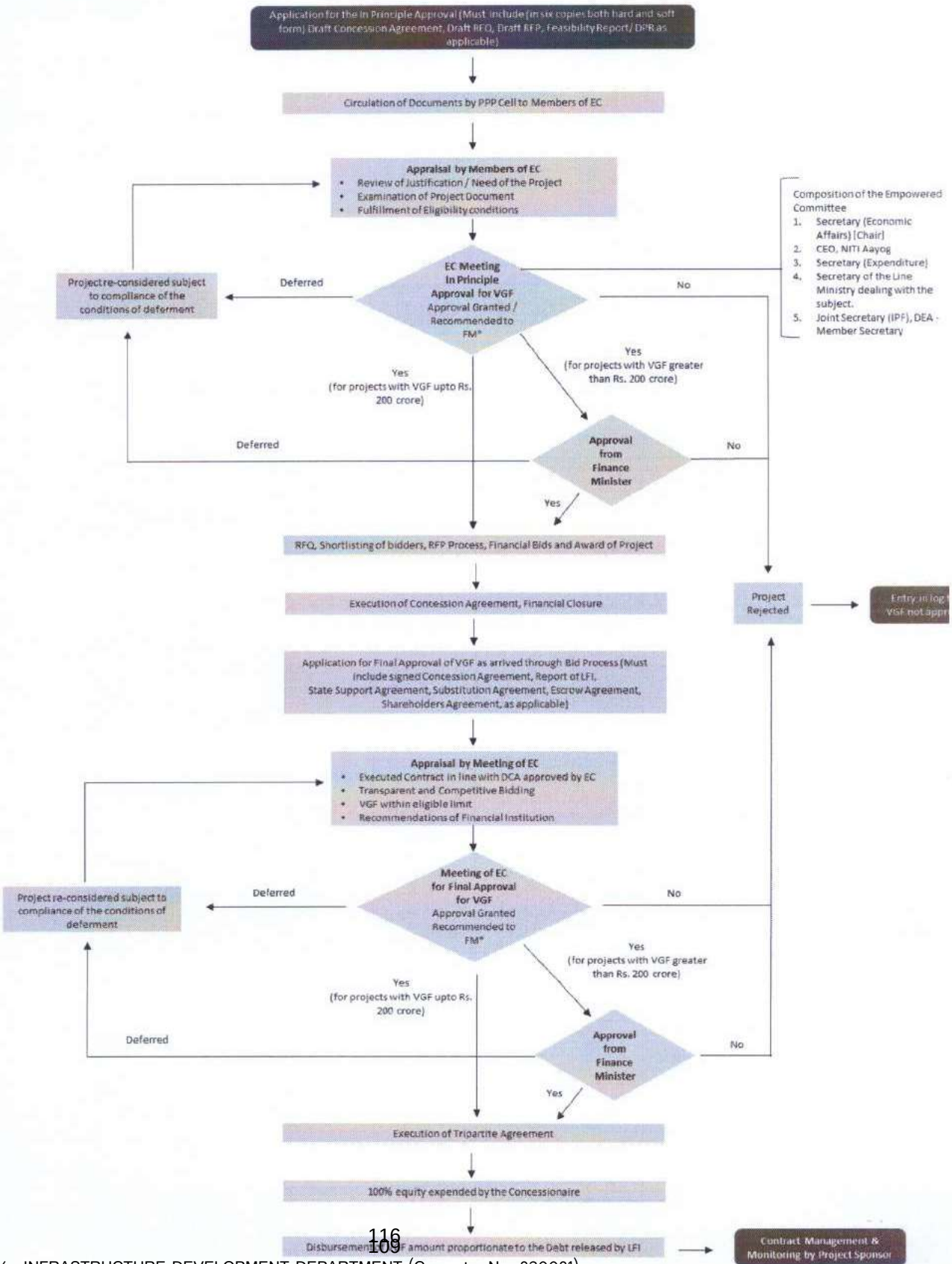
Download format from www.pppinindia.com

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure XI

VGF Process Flow

VGF Process



File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

*Only projects where VGF sought is greater than Rs. 200 crores will be recommended to the Finance Minister for approval

For official use only

Public Private Partnership

Request for Proposal

for

Setting up of

Medical College and Upgradation of

******* Hospital

(Name of Issuing Authority)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

For official use only

mrfpss/200519

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

For official use only

Contents

Sl. No.		Contents	Page No.
		Request for Proposal	1
		Disclaimer	3
		Glossary	5
		Invitation for Proposals	7
1		**Introduction**	9
	1.1	Background	9
	1.2	Brief description of Bidding Process	10
	1.3	Schedule of Bidding Process	13
	1.4	Pre-Bid Conference	14
2		**Instructions to Bidders**	15
	2A	**General**	15
	2.1	Scope of Bid	15
	2.2	Eligibility of Bidders	16
	2.3	Change in Ownership	23
	2.4	Number of Bids and costs thereof	24
	2.5	Site visit and verification of information	24
	2.6	Acknowledgement by Bidder	24
	2.7	Right to accept or reject any or all Bids	25
	2B	**Documents**	26
	2.8	Contents of the RFP	26
	2.9	Clarifications	27
	2.10	Amendment of RFP	27
	2C	**Preparation and Submission of Bid**	27

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

	2.11	Language	28
	2.12	Format and signing of Bid	28
	2.13	Submission of Bids	28
	2.14	Bid Due Date	30
	2.15	Contents of the Bid	30
	2.16	Modifications/ substitution/ withdrawal of Bids	30
	2D	**Evaluation Process**	31
	2.17	Opening and Evaluation of Bids	31
	2.18	Confidentiality	31
	2.19	Tests of responsiveness	31
	2.20	Clarifications	32
	2E	**Pre-qualification and Bidding**	33
	2.21	Submission of Bid	33
	2.22	Pre-qualification and notification	33
	2.23	Proprietary data	33
	2.24	Correspondence with the Bidder	33
	2F	**Bid Security**	33
	2.25	Bid Security	33
3	**Criteria for Evaluation**		36
	3.1	Evaluation of Bids	36
	3.2	Financial information for purposes of evaluation	36
	3.3	Pre-qualification of Bidders	36
	3.4	Selection of Bidder	36
	3.5	Contacts during Bid Evaluation	37
	3.6	Bid Parameter	37
4	**Fraud and Corrupt Practices**		39

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

For official use only

5	**Pre-Bid Conference**		41
6	**Miscellaneous**		42
	Appendices		43
I	**Letter Comprising the Technical Bid**		45
	Annex – I	Particulars of the Bidder	50
	Annex – II	Financial Capacity of the Bidder	52
	Annex – III	Statement of Legal Capacity	54
II	**Power of Attorney for signing of Bid**		55
III	**Power of Attorney for Lead Member of Consortium**		57
IV	**Bank Guarantee for Bid Security**		60
V	**Joint Bidding Agreement**		63
VI	**Letter comprising the Financial Bid**		69
VII	**Guidelines of the Department of Disinvestment**		70
VIII	**List of Bid-specific provisions**		72
IX	**List of Project-specific provisions**		73

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

For official use only

mrfpss/200519

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Model

Request for Proposal (RFP)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

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 Authority or any of its 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 Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 Authority, 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 may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or 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 for participation in this RFP.

The Authority also accepts 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.

The Authority 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 issue of this RFP does not imply that the Authority is bound to select the Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

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

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Glossary

Associate	As defined in Clause 2.2.9
Authority	As defined in Clause 1.1.1
Bidder	As defined in Clause 1.2.1
Bid	As defined in Clause1.2.1
Bid Due Date	As defined in Clause 1.1.5
Bid Security	As defined in Clause 1.2.4
Bidders	As defined in Clause 1.2.1
Bidding Documents	As defined in Clause 1.1.5
Bidding Process	As defined in Clause 1.2.1
Concession	As defined in Clause 1.1.3
Concession Agreement	As defined in Clause 1.1.2
Concessionaire	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.2.1(c)
Consortium	As defined in Clause 2.2.1(a)
Damages	As defined in Clause 2.2.1 (c)
Estimated Project Cost	As defined in Clause 1.1.1
Feasibility Report	As defined in Clause 1.2.3
Financial Capacity	As defined in Clause 2.2.2
Financial Bid	As defined in Clause 1.2.1
Government	Government of [India]
Grant	As defined in Clause 1.2.6 (a)
Highest Bidder	As defined in Clause 1.2.6 (b)
Jt. Bidding Agreement	As defined in Clause 2.2.6 (g)
Lead Member	As defined in Clause 2.2.6 (c)
LOA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.4
Official Website	As defined in Cause 1.2.10
Premium	As defined in Clause 1.2.6 (a)
Project	As defined in Clause 1.1.1
Pre-qualification	As defined in Clause 1.2.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Selected Bidder	As defined in Clause 3.4.2
SPV	As defined in Clause 2.2.6
Technical Bid	As defined in Clause 1.2.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Invitation for Proposals

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

[Name of Issuing Authority]

1. INTRODUCTION[$]

1.1 Background[1]

1.1.1 The [President of India/Governor of *****] represented by the [*****] (the "**Authority**") having its principal office at ***** is engaged in the development and operation of medical colleges and hospitals. And as part of this endeavour, the Authority has decided to undertake operation and augmentation of the [District Hospital at *******] and allowing the utilisation of the facilities of the "**Hospital**" for developing and operating a "**Medical College**" with an annual intake of [*****] MBBS students (the "**Project**") through Public Private Partnership. Authority has, therefore, decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. [A brief description of the Project may be seen in the Information Memorandum of the Project at the Authority's website www.******* / Official Website].

Brief particulars of the Project are as follows:

Name of the Project	Scope of Project	Estimated Project Cost (excluding Medical College) (In Rs. cr.)
Establishment of a [**] seat Medical College and augmentation of attached [**] bedded Hospital on	Design, Finance, Augment, Operate and Transfer the Hospital; Design Build, Finance and Operate the	[…….]

[$]**Instructions for Bidders**
Note 1: The provisions in curly brackets shall be suitably modified by the Bidder after the RFP is issued. (See Appendix-VIII)
Note 2: Blank spaces contain formats that are to be used by the Bidder after the RFP is issued. (See Appendix-VIII)
Note 3: Footnotes marked "$" in the relevant Clauses of the RFP are for guidance of the Bidders. In case of Appendices, the footnotes marked "$" or in other non-numerical characters shall be omitted by the Bidders while submitting their respective Bids. (See Appendix-VIII)
[1]**Instructions for customisation of this document by the Authority**
This Model Request for Proposals (the "RFP") may be customised for project-specific use in accordance with the instructions below:
Note I: Serially numbered footnotes in this RFP are for guidance of the Authority and should be omitted from the RFP before it is issued to prospective Bidders. (See Appendix-IX)
Note II: All project-specific provisions in this RFP have been enclosed in square parenthesis and may be modified, as necessary, before issuing the RFP to prospective Bidders. The square parenthesis should be removed after carrying out the required modification. (See Appendix-IX)
Note III: The asterisks in this RFP should be substituted by project-specific particulars before issuing the RFP to prospective Bidders. (See Appendix-IX)
Note IV: Notes I, II, III and IV shall be omitted prior to issue of this RFP.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

PPP	Medical College utilising the facilities of the Hospital	

The Authority intends to award the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2 The Selected Bidder, who is either a company incorporated under the Companies Act, 1956/2013 or undertakes to incorporate as such prior to execution of the concession agreement (the "**Concessionaire**") shall be responsible for development, management, and operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the "**Concession Agreement**") to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include the [augmentation / upgrading the Hospital; development of Medical College; and management, operation and maintenance thereof] in accordance with the terms of the Concession Agreement. The detailed terms and conditions for grant of the concession are set forth in the Concession Agreement, including *inter alia* the scope of the Concessionaire's services and obligations (the "**Concession**").

1.1.4 The indicative capital cost of the Project, excluding the Medical College, has been specified in Clause 1.1.1 above (the "**Estimated Project Cost**"). The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.1.6 The statements and explanations contained in this RFP are intended to provide a better 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 the Authority'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 the Authority.

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a single-stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

The first part (the "**Technical Bid**") of the process involves Pre-qualification (the "**Pre-qualification**") of interested parties/ consortia who submit a Bid in accordance with the provisions of this RFP (the "**Bidder**"**,** which expression shall, unless repugnant to the context, include the Members of the Consortium). The second part of the process involves the financial proposals (the "**Financial Bid**") of the Bidders pre-qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the "**Bid**"). Prior to participation in the Bidding Process, the Bidder shall pay to the Authority a sum of Rs ***** (Rupees ****), in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of ***** and payable at *****, as the cost of the Bid process.[2]. The Bidders would be required to furnish all the information specified in this RFP. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date.

Government of India has issued guidelines (see Appendix-VII) 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. The Authority shall be entitled to disqualify a 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.

1.2.2 At the Pre-qualification stage, the Technical Bids of the Bidders would be evaluated and only those Bidders that are pre-qualified by the Authority shall be eligible for the second part of the Bidding Process comprising opening and evaluation of their Financial Bids.

1.2.3 The Bidding Documents include the draft Concession Agreement for the Project which is enclosed. The Feasibility Report prepared by the [Authority/ consultants of the Authority] containing the broad parameters of the Project (the "**Feasibility Report**") is also enclosed. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security of Rs. …..……..[3] (the "**Bid Security**"), refundable no later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority in the format provided at Appendix-IV. In case a bank guarantee is provided, its validity period shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the

[2] The cost of RFP may be determined at the rate of Rs. 10,000 (ten thousand) for every Rs. 100 (one hundred) crore or part thereof comprising the Estimated Project Cost. Thus, the cost of an RFP document for a project of Rs. 500(five hundred) crore shall be Rs. 50, 000 (fifty thousand).
[3]The Authority may prescribe a Bid Security not exceeding 2% of the Estimated Project Cost.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Bidder from time to time. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 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 Bids for award of the Project including implementation thereof.

1.2.6 (a) Bids are invited for the [financial grant required by a Bidder for implementing the Project (the "**Grant**"). A Bidder may, instead of seeking a Grant, offer to pay a premium to the Authority in the form of Concession Fee in terms of the Concession Agreement (the "**Premium**")]. The concession period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the [Grant/ Premium] shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 2.7, the Project will be awarded to the Highest Bidder.

(b) In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is [offering the highest Premium, and where no Bidder is offering a Premium, it shall mean the Bidder seeking the lowest Grant.] Subject to the provisions of Clause 1.2.7, the Project will be awarded to the Highest Bidder.

(c) In case a Bidder seeks a Grant, it shall specify the amount thereof in its Bid. For the avoidance of doubt, it is clarified that a Bidder who seeks Grant cannot offer any Premium. The Grant shall be disbursed in accordance with the provisions of [Article 29] of the draft Concession Agreement.

(d) In case a Bidder offers a Premium, it shall specify the amount thereof payable annually commencing from the day falling after 365 (three hundred and sixty five) days of occurrence of the Operations Date, and which shall be increased for each subsequent year by an additional [5% (five per cent)] of the Premium for the previous Accounting Year, subject to a maximum of [50% (fifty per cent))] of the Gross Revenue in the respective year, in accordance with the provisions of [Article 30] of the draft Concession Agreement.

(e) A Bidder who seeks a Grant, or offers a Premium, shall nevertheless be required to commence payment of a Revenue Share of [1% (one per cent)] of the Gross Revenue from [365 (three hundred and sixty five)] days after the Operations Date, which shall be increased by [1% (one per cent)] for every period of 1(one) year thereafter subject to a limit of [20% (twenty per cent)] of the Gross Revenue of such year, in accordance with the provisions of [Article 30] of the draft Concession Agreement.

1.2.7 Generally, the Highest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid 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 match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

1.2.8 The Concessionaire shall, in consideration of its investment and services, be entitled to [levy and collect user charges] in accordance with [Article 31] of the draft Concession Agreement.

1.2.9 All queries by prospective Bidders must be sent only via email to the following email address only: *****

All communications pertaining to the RFP shall clearly bear the following identification/ title:

RFP Notice No. *****
"RFP for *****Project"

1.2.10 The Official Website is:

http://www.**********

Bidders are advised to visit this website regularly to keep them updated, for any changes/ modifications related to this RFP.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	Date
1.	Sale of Bidding Documents	[To be specified]
2.	Last date for receiving queries	[25 days from date of RFP]
3.	Pre-Bid Conference - 1	[30 days from date of RFP]
4.	Authority response to queries latest by	[35 days from date of RFP]
5.	[Pre-Bid Conference – 2][4]	[40 days from date of RFP]
6.	Authority's additional response, if any	[45 days from date of RFP]
7.	Bid Due Date	[60 days from date of RFP]
8.	Opening of Technical Bids	[On Bid Due Date: At least 60 days from the date of RFP]
9.	Announcement of qualified Bidders	[Within 15 days of Bid Due date]
10.	Opening of Financial Bid	[Within 21 days of Bid Due

[4] In case of complex projects, the number of Pre-Bid Conferences could be more than two. For repetitive projects, one Pre-Bid Conference would suffice.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

		Date]
11.	Letter of Award (LOA)	[Within 30 days of opening of Financial Bid]
12.	Validity of Bids	120 days of Bid Due Date
13.	Signing of Concession Agreement	Within 30 days of award of LOA

1.4 Pre-Bid Conference

The date, time and venue of the Pre-Bid Conference shall be:

Date: *****

Time: 1100 hrs

Venue: *****

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Bid

2.1.1 The Authority wishes to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

2.1.2 The Feasibility Report and Project Information Memorandum of the Project are being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Feasibility Report and Project Information Memorandum shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Feasibility Report and Project Information Memorandum.

2.1.3 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.

2.1.4 The Technical Bid and Financial Bid should be furnished in the format at Appendix–I and Appendix-VI respectively along with all enclosures, duly signed by the Bidder's authorised signatory. The Financial Bid shall clearly indicate the bid amount, in both figures and words, in Indian Rupees. The bid amount shall consist of [a Grant or a Premium, as the case may be,] to be quoted by the Bidder. [Grant shall be payable by the Authority to the Concessionaire and the Premium shall be payable by the Concessionaire to the Authority, as the case may be,] as per the terms and conditions of this RFP and the provisions of the Concession Agreement. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.5 The Bidder shall deposit a Bid Security of Rs. ***** (Rupees *****) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–IV.

2.1.6 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. Where a demand draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 120 (one hundred and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

twenty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

2.1.7 The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorising the signatory of the Bid to commit the Bidder.

2.1.8 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–III.

2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid 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 Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified[$]. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above,

[$] The provisions of sub-clauses (i), (iii) and (v) shall not apply to government companies.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 20%(twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Bidder is also a constituent of another Bidder; or

(iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

(vi) such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(d) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.2.1, shall include each Member of such Consortium.

[(e) Other eligibility conditions shall include:[5]]

2.2.2 To be eligible for Qualification, a Bidder shall fulfil the following condition of eligibility:

Financial Capacity: The Bidder shall have a minimum Net Worth (the "**Financial Capacity**") of [Rs. ***** (Rupees.*******)][6] at the close of the preceding financial year. The Bidder's Net Cash Accruals for the 5 (five) preceding financial years must be positive.

In case of a Consortium the combined Net Worth of those Members, who shall have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above condition of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3 **O&M Experience:** In the event that the Bidder does not have the requisite O&M experience, as detailed below, it shall enter into a suitable agreement, within 3 (three) months from the Appointed Date (as defined in the Concession Agreement), with entity(ies) having such O&M experience relating to the performance of its O&M obligations, failing which the Concession Agreement shall be liable to termination. The requisite "**O&M Experience**" shall be mean:

(i) Category I: Experience of operating and managing at least 1 (one) recognized medical college with an associated hospital, duly recognized under applicable law and regulations, for the past 5 (five) financial years preceding the Bid Due Date; and

[5] Other specific conditions of eligibility or restrictions, if any, may be stated here, such as limit on bids in order to prevent the same entity from acquiring more than a pre-determined number of projects.
[6] This amount should be 50% (fifty per cent) of the Estimated Project Cost of the Project for which Bids are being invited.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(ii) Category II: Experience of operating and managing at least 1 (one) 300 bedded hospital which is NABH accredited, for the past 5 (five) financial years preceding the Bid Due Date.

For avoidance of doubt, O&M experiences of two or more entities cannot be combined for meeting the requirement under one category of O&M Experience. However, two different entities can fulfil the requirement under the two categories.

2.2.4 The Bidder shall enclose with its Technical Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following[$]:

Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 2.2.4. For the purposes of this RFP, net worth (the "**Net Worth**") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.

2.2.5 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

2.2.6 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming a SPV, comply with the following additional requirements:

(a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Bid may be restricted to 4 (four) members in the order of their equity contribution;

(b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each member of the Consortium;

(c) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, in the format at Appendix-III, signed by all the other Members of the Consortium;

[$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4. In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder or its Associate may provide the certificates required under this RFP.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(d) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial other obligations;

(e) an individual Bidder cannot at the same time be member of a Consortium. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;

(f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

(g) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-V (the "**Jt. Bidding Agreement**"), for the purpose of making the Bid and submitting a Bid in the event of being qualified. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:

(i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the 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, if any, of each member;

(iii) commit the minimum equity stake to be held by each member;

(iv) commit that each of the members, whose Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

(v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project; and

(vi) and include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Appointed Date is achieved in accordance with the Concession Agreement; and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

2.2.7 Any entity which has been barred by the [Central/ State Government, or any entity controlled by it,] from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit an Bid, either individually or as member of a Consortium.

2.2.8 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.8 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any wilful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.9 In computing the Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2 and 2.2.4, the Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Members, a person who controls, is controlled by, or is under the common control with such Bidder or Consortium Members, as the case may be (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 by operation of law.

2.2.10 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

(c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below;

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein; and

2.2.11 [While qualification is open to persons from any country, the following provisions shall apply:]

[(a) Where, on the date of the Bid, 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;]

[then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive, and binding on the Bidder.]

[The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.][7]

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.12 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1

[7] The provisions of this Clause 2.2.11 may be modified from time to time in accordance with the extant instructions of the Government.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.13 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

2.2.14 This RFP is not transferable.

2.2.15 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.3 Change in Ownership

2.3.1 By submitting the Bid, the Bidder acknowledges that it will be qualified on the basis of Financial Capacity of those of its Consortium Members who shall until the 2nd (second) anniversary of the date of commercial operations of the Project, hold equity share capital representing not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement. 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. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in the control of a Consortium Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with this RFP, the Bidder shall be deemed to have the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

knowledge of the same, and shall inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, 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 the Appointed Date under the Concession Agreement, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall, at the discretion of the Authority, be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall, at its sole discretion, be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Number of Bids and costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

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

2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;

(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

(f) acknowledged that it does not have a Conflict of Interest; and

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

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected.

2.7.3 If disqualification/ rejection of a Bidder occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

(i) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 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 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 Concession Agreement, and if the Bidder/SPV has already been issued the LOA or has entered into the 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 the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. The Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or otherwise.

2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.7.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bid

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation
Section 4. Fraud & Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Appendices

I. Letter comprising the Technical Bid
II. Power of Attorney for signing of Bid
III. Power of Attorney for Lead Member of Consortium
IV. Bank Guarantee for Bid Security
V. Joint Bidding Agreement for Consortium
VI. Letter comprising the Financial Bid
VII. Guidelines of the Department of Disinvestment
VIII. List of Bid-specific provisions
IX List of Project specific provisions

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority only by e-mail in accordance with Clause 1.2.9. They should send in their queries on or before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority will post all the queries and its responses on the official Website without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority 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 the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

2.10.1 At any time prior to the Bid Due Date, the Authority 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.

2.10.2 Any Addendum thus issued hereunder shall be hosted on the website of *****.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.[$]

[$] While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

C. PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.12.2 The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorised signatory of the Applicant. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Application. The Bid shall contain page numbers.

2.13 Submission of Bids

2.13.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the e-procurement platform of the Authority at the Official Website**,** duly signed in digital form by the authorised signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical and Financial Bids in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). The documents submitted in the Bid should be scanned in at least 100 dpi with black and white option.

2.13.2 The Bid is to be submitted on the document downloaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.

2.13.3 The documents comprising the Bid referred to in Clause 2.13.1 shall include:

(i) Technical Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(ii) Bid Security in the format at Appendix-IV;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(iii) Power of Attorney for signing the Bid as per the format at Appendix-II;

(iv) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;

(v) Jt. Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-V;

(vi) Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;

(vi) Bidder's duly audited balance sheet and profit and loss account for the preceding five years;

(viii) Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (iii) hereinabove;

(ix) Financial Bid in the prescribed format (Appendix-VI); [and

[x] any other sector or project-specific requirement that may be specified by the Authority;]

2.13.4 The following documents shall be separately submitted in original to the person specified in the Clause 2.13.5 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

(a) Power of attorney as required under Clause 2.13.3 (iii) and Clause 2.13.3 (iv);

(b) Joint Biding Agreement as required under Clause 2.13.3 (v);

(c) Demand draft towards the cost of the RFP process as required under clause 1.2.1; and

(d) Bank Guarantee / Demand Draft towards the Bid Security as required under Clause 2.25.

The envelope specified in this Clause 2.13.4 shall clearly bear the following identification:

"Enclosures of the Bid for ******** Project"

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5 The envelope specified in Clause 2.13.4 shall be addressed to:

ATTN. OF: Mr/Ms. *******

DESIGNATION: *******

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

ADDRESS: *******

TELEPHONE NO: *******

E-MAIL ADDRESS: *******

2.13.6 Bids submitted by special messenger, fax, telex, telegram, e-mail , or in any way other than on the specified e-platform for bidding, shall not be entertained and shall be rejected.

2.14 Bid Due Date

2.14.1 The Bid specified in Clause 2.13.1 should be submitted before 11.00 hours IST on the Bid Due Date, on the Official Website as per the format and in the manner and form as detailed in this RFP.

2.14.2 [For the purpose of submission of the Bid on the Official Website, registration of the Bidder with Official Website is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the Official Website. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Certificate issued by a licensed Certifying Authority (CA).]

2.14.3 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14.4 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15 Contents of the Bid

2.15.1 The Technical Bid shall be furnished in the format at Appendix–I along with all the information and documents (complete in all respects) as requested in this RFP.

2.15.2 The Financial Bid shall be furnished in the format at Appendix–VI and shall consist of a [Grant or Premium, as the case may be,] to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the [Grant or Premium, as the case may be, required by it or offered by it, as the case may be,] to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.15.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.4 The proposed Concession Agreement shall be deemed to be part of the Bid.

2.16 Modifications/ substitution/ withdrawal of Bids

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that the modification, substitution or withdrawal is received by the Authority prior to the closing time on the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

2.16.2 Any alteration/ modification in the Bid or additional information or material supplied subsequent to the closing time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

2.17.1 The Authority shall open the Technical Bids at 1300 hours IST on the Bid Due Date, at the place specified in Clause 2.13.5 and in the presence of the Bidders who choose to attend.

2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.17.4 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of 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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Technical Bid shall be considered responsive if:

(a) it is received as per the specified format;

(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.3;

(c) it is signed and marked as stipulated in Clauses 2.12 and 2.13;

(d) it is accompanied by the Bid Security as specified in Clause 2.1.5

(e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.6 (c);

(f) it contains all the information and documents (complete in all respects) as requested in this RFP;

(g) it contains information in formats same as those specified in this RFP;

(h) it contains certificates from its statutory auditors[$] in the formats specified at Appendix-I of the RFP;

(i) it is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.6(g);

(j) it does not contain any condition or qualification;

(k) the original documents as stipulated under Clause 2.13.4 have been submitted by the Bidder; and

(l) it is not non-responsive in terms hereof.

2.19.2 A Financial Bid not conforming with the format specified at Appendix-VI shall not be considered as responsive to the requirements of the RFP.

2.19.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

2.20 Clarifications

[$] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (h). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

2.20.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

E. PRE-QUALIFICATION AND BIDDING

2.21 Submission of Bid

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

2.22 Pre-Qualification and notification

After the evaluation of Technical Bids, the Authority would announce a list of qualified Bidders who will be eligible for opening of their Financial Bids. All communications relating to Pre-qualification shall be uploaded on Official Website. The Authority will not entertain any query or clarification from Bidders who fail to pre-qualify.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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 Bid. The Authority will not return any Bid or any information provided along therewith.

2.24 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

F. BID SECURITY

2.25 Bid Security

2.25.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 hereinabove in the form of a bank guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees one thousand crore), in favour of the Authority in the format at Appendix–IV (the "**Bank Guarantee**") and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.25.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at [*****] (the "**Demand Draft**"). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.25.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.25.4 Save and except as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

2.25.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.25.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.25.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

(a) a Bidder submits a non-responsive Bid;

(b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

(c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(d) the Selected Bidder fails within the specified time limit -

(i) to sign and return the duplicate copy of LOA; or

(ii) to sign the Concession Agreement; or

(iii) to furnish the Performance Security within the period prescribed therefor in the Concession Agreement.

(e) the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Bids

3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the Financial Capacity.

3.2 Financial information for purposes of evaluation

3.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Bid is made.

3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

3.2.3 The Bidder must establish the minimum Net Worth specified in Clause 2.2.2, and provide details as per format at Annex-II of Appendix-I.

3.3 Pre-Qualification of Bidders

3.3.1 The credentials of eligible Bidders shall be measured in terms of their Financial Capacity.

3.4 Selection of Bidder

3.4.1 Subject to the provisions of Clause 2.7.1, the Bidders qualified in the Technical Bid shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend..

3.4.2 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.19 and who quotes the [highest Premium offered to the Authority, and in the event that no Bidder offers a Premium, then the Bidder quoting the lowest Grant to be paid by the Authority] shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4.3 In the event that two or more Bidders quote the same amount of [Premium or Grant, as the case may be] (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3.4.4 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 Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid 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 whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the second and third highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said second Highest Bidder shall be the Selected Bidder.

3.4.5 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.4.4, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.4.6 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and 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, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.4.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.5 Contacts during Bid Evaluation

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

3.6 Bid Parameter

The Bid shall comprise a [Grant or a Premium, as the case may be], to be quoted by the Bidder in accordance with the provisions of the Concession Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

The Bidder who offers the [highest Premium, and in case no Bidder offers a Premium, then the Bidder requiring the lowest Grant] shall ordinarily be the Selected Bidder. The [Grant/Premium] comprising the Bid shall be offered in accordance with the provisions of Clause 1.2.6.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3563317/2022/IDD-PPP-CELL

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard 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 Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidderor the 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 Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by the Authority 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 Concession Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidderor Concessionaire, as the case may be, is found by the Authority 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, as the case may be.

4.3 For the purposes of this Section 4, 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 (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(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 the Authority 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.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5. PRE-BID CONFERENCE

5.1 A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour 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.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, 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) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

(d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(e) 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.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its 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 with the Bidding Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) Concession Agreement;

(b) the RFP.

i.e. the Concession Agreementat (a) above shall prevail over the RFP at (b) above.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Appendices

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-I

Letter Comprising the Technical Bid

(Refer Clause 2.13.3)

Dated:

To,

……..
……..
……..

Sub: Bid for the …… Project

Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the development, augmentation, operation and management of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 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.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.

9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory 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.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.[£]

[£] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule …….hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

14. I/ We further certify that we are qualified to submit a Bid in accordance with the 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 13th July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof.I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix-V thereof.

15. I/We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.

16. I/ 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 provisions of this RFP, we shall intimate the Authority of the same immediately.

17. I/ We acknowledge and agree that in the event of a change in control of a Member whose Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to commencement of the Appointed Date under the Concession Agreement , it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall, at the sole discretion of the Authority, be liable to be terminated under and in accordance with Clause 2.3.2 of the RFP without the Authority being liable to us in any manner whatsoever.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with 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.

19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

20. I/ We have studied all the Bidding Documents carefully and also surveyed the *****. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

21. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

22. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/ 2013, or shall incorporate as such prior to execution of the Concession Agreement.

23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

24. I/ We have the required O&M Experience in accordance with the Clause 2.2.3 of the RFP.

OR

I/We agree and undertake to enter into a suitable agreement with entity(ies) having the required O&M Experience in accordance with Clause 2.2.3 of the RFP.

25. I/ We certify that in terms of the RFP, my/our Net Worth is Rs. …….. (Rupees …….).

26. I/ We offer a Bid Security of Rs……. (Rupees …… only) to the Authority in accordance with the RFP Document.

27. The Bid Security in the form of a {Demand Draft/ Bank Guarantee} has been submitted.

28. The documents accompanying the Bid, required to be submitted in original as specified in Clause 2.13.4 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid for …… Project" and the documents specified in Clause 2.13.3 have been uploaded/ are being uploaded on the Official Website.

29. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

30. The {Premium / Grant} has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement , our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

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

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

32. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the Appointed Date in accordance with the Concession Agreement.}[$]

33. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

34. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

[$] This Paragraph shall be omitted if the Bidder is not a Consortium.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Appendix I
Annex-I

ANNEX-I

Particulars of the Bidder

1. (a) Name:

   (b) Country of incorporation:

   (c) Address of the corporate headquarters and its branch office(s), if any, in India:

   (d) Date of incorporation and/ or commencement of business:

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

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

   (a)Name:

   (b)Designation:

   (c)Company:

   (d)Address:

   (e)Telephone Number:

   (f)E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:

   (b) Designation:

   (c) Address:

   (d) Phone Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.

   (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.6(g) should be attached to the Bid.

   (c) Information regarding the role of each Member should be provided as per table below:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Appendix I
Annex-I

Sl. No.	Name of Member	Role[$]	Percentage of equity in the Consortium[$$]
1.			
2.			
3.			
4.			

[$]The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.2.6 (d) and Annex-II.

[$$]The percentage of equity should be in accordance with Clause 2.2.6 (a), (f) and (g).

6. The following information shall also be provided for the Bidder, including each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

ANNEX-II

Financial Capacity of the Bidder

(*Refer to Clauses 2.2.2 and 2.2.4 and 3.2 of the RFP*)

Name of single entity Bidder/ Consortium:

(In Rs. crore[$])

Bidder type[$$]	**Member Code[£]**	**Net Cash Accruals**					**Net Worth[££]**
		Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 1**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
Consortium Member 4							
TOTAL							

Name & address of Bidder's Bankers:

[$]For conversion of US Dollars to rupees, the rate of conversion shall be Rupees [70 (seventy)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

[$$]A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

[£] Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Financial Capacity relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.

[££]The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.9.

Instructions:

1. The single entity Bidder or Lead Member of the Consortium, as the case may be, shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   (a) reflect the financial situation of the single entity Bidder or Lead Member of the Consortium and its Associates where the Bidder is relying on its Associate's financials;
   (b) be audited by a statutory auditor;
   (c) be complete, including all notes to the financial statements; and
   (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Cash Accruals shall mean Profit After Tax + Depreciation. In case the Applicant is an AIF or Foreign Investment Fund, Net Cash Accruals shall mean Net Income – (Unrealised Revenue + Unrealised Expenses).
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.12.
5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.6 (g) of the RFP document.
6. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 2.2.4 of the RFP document.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Appendix I
Annex-III

ANNEX-III

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

…….
……..
……..

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium.[$]

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf[$] and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

[$] Please strike out whichever is not applicable.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-II

Power of Attorney for signing of Bid[$]

(Refer Clause 2.2.5)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 Bid for the …… Project proposed or being developed by the ……..... (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid 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 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 ……. 2…..

For ……..

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

[$] To be submitted in original.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Accepted

……
(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should 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.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-III

Power of Attorney for Lead Member of Consortium[$]

(Refer Clause 2.2.5)

Whereas the …….. ("the **Authority**") has invited applications from interested parties for the ……. Project (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 (RFP) and other connected 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 bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……..having our registered office at ……..., M/s. ……..having our registered office at ……..., M/s. ……..having our registered office at ……..., and …….. having our registered office at ……..., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise 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"). We hereby irrevocably authorise 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/contract, 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 qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, 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 bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

[$] To be submitted in original.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 …….2..…

For ……..
(Signature)
……..
(Name & Title)

For ……..
(Signature)

……..
(Name & Title)

For ……..
(Signature)

……..
(Name & Title)

Witnesses:

1.

2.

……

(Executants)

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

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder should 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.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX–IV

Bank Guarantee for Bid Security

(Refer Clauses 2.1.5 and 2.25.1)

B.G. No. Dated:

1. In consideration of you, ……..……, having its office at ……, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ……(a company registered under the Companies Act, 1956/2013) and having its registered office at …… (and acting on behalf of its Consortium) (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 …….. Project on PPP basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft Concession Agreement (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 2.1.5 read with Clause 2.1.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment 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 the Authority an amount of Rs. ……. (Rupees …….. only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

3. 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 the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

failure of the said Bidder to keep its Bid open during the Bid 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. …… (Rupees ……. only).

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

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

6. 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.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority 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 Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment 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 the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority 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 the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority 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

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

for this provision have the effect of releasing the Bank from its such liability.

8. 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.

9. 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 which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority 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 the Authority 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 unrealised.

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

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

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. …… crore (Rupees ……..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [……. (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ……. Bank

By the hand of Mr./Ms ……., its …….. and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-V

Joint Bidding Agreement

(Refer Clause 2.13.3)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. …… Limited, a company incorporated under the Companies Act, 1956/2013[¥] and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. …… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

3. {…… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {…… Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at …… (hereinafter referred to as the "**Fourth Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}[$]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

(A) [The President of India /Governor of *****] represented by [*****] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**") by its Request for Proposal No. ……

[¥] A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 1956/2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

[$] The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

dated …… (the "**RFP**") for selection of Bidder for [development, augmentation, operation and management of the *****] (the "**Project**").

(B) 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 Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP document 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 capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under 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.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

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 Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) Party of the Second Part shall be {the Financial Member of the Consortium; and}

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3563317/2022/IDD-PPP-CELL

{(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

{(d) Party of the Fourth Part shall be the Financial Member/ Other Member of the Consortium.}

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till the Appointed Date under and in accordance with the Concession Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows::

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose Net Worth have been reckoned for the purposes of qualification in terms of the RFP.

6.3 The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

6.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times until the second anniversary of the commercial operation date of the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3563317/2022/IDD-PPP-CELL

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised 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 favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member 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 organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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 Associates is a party that presently affects or which would have a material adverse effect on the financial condition or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

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 Appointed Date under the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

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 Authority.

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

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED SECOND PART (Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED THIRD PART (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED FOURTH PART (Signature) (Name) (Designation) (Address)

In the presence of:

1. 2.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

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 legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-VI

Letter comprising the Financial Bid

(Refer Clause 2.1.4)

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

Subject: Financial Bid for …….. Project

I/We, ... (Bidder's name) herewith submit the following Financial Bid for undertaking the Project in accordance with the Bidding Documents and the Concession Agreement:

[I/We require a Grant of Rs…… (Rupees……).

OR

I/We offer a Premium of Rs…….. (Rupees …….).]

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

[Note: The Financial Bidis to be submitted strictly as per this format on the Official Website only.]

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-VII

Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

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.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(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

mrfpss/200519

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-VIII

List of Bid-specific provisions[$]

A. Clauses with currency-based footnotes

1. Introduction
2. Clause 2.2.1 (c): Eligibility of Bidders.
3. Clause 2.2.4: Eligibility of Bidders.
4. Clause 2.10.3: Amendment of RFP.
5. Clause 2.19.1 (h): Test of responsiveness.

Note: The above footnotes marked "$" shall not be deleted. They shall remain in the RFP to be issued to prospective Bidders.

B. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Bidders. These shall be omitted by the Bidders while submitting their respective Bids.

C. Appendices where curly brackets are used

1. Appendix I: Letter comprising the Bid: Paras 27, 30 and 32.
2. Appendix V: Joint Bidding Agreement: Recital 3 and 4; Clauses 4 and 6.

Note: The curly brackets should be removed after the provisions contained therein are suitably addressed by the Bidders.

D. Appendices with blank spaces

All blank spaces in the Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Appendix is used.

[$] This Appendix-VIII contains a list of Clauses and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-VIII may, therefore, be included in the RFP document to be issued to prospective Bidders.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX-IX

List of Project-specific provisions[8]

A. Clauses with serially numbered Footnotes (Fn)

1. Clause 1.1: Background (Fn. 1)
2. Clause 1.2.1: Brief description of Bidding Process (Fn. 2).
3. Clause 1.2.4: Brief description of Bidding Process (Fn. 3)*.
4. Clause 1.3: Schedule of Bidding Process (Fn. 4)*
5. Clause 2.2.1 (e): Eligibility of Bidders (Fn. 5)*.
6. Clause 2.2.2: Financial Capacity (Fn.6*).
7. Clause 2.2.11: Eligibility of Bidders (Fn. 7)*.

***Note**: The Clauses to which these Footnotes relate also include square parenthesis or asterisks which may be addressed simultaneously. Such square parenthesis or asterisks have not been listed in (B) or (C) below.

B. Clauses with square parenthesis

1. Glossary: Government.
2. Clause 1.1.1: Background.
3. Clause 1.1.3: Background.
4. Clause 1.2.3: Brief description of Bidding Process.
5. Clause 1.2.6: Brief description of Bidding Process.
6. Clause 1.2.8: Brief description of Bidding Process.
7. Clause 2.1.4: Scope of Bid.
8. Clause 2.2.7: Eligibility of Bidders
9. Clause 2.13.3: Submission of Bids.
10. Clause 2.14.2: Bid Due Date.
11. Clause 2.15.2: Contents of the Bid
12. Clause 2.25.2: Bid Security.
13. Clause 3.4: Selection of Bidder
14. Clause 3.6: Bid Parameter

C. Clauses with asterisks

1. Cover Page: Project Title
2. Clause 1.1.1: Background
3. Clause 1.2.1: Brief description of Bidding Process.
4. Clause 1.2.9: Brief description of Bidding Process.
5. Clause 1.2.10: Brief description of Bidding Process.
6. Clause 1.4: Pre-Bid Conference.

---

[8] This Appendix-IX contains a list of Clauses and Appendices that would need to be suitably modified, prior to issue of the RFP document, for reflecting project-specific provisions. This Appendix-IX should be omitted before issuing the RFP document to prospective Bidders.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

7. Clause 2.1.5: Scope of Bid.
8. Clause 2.10.2: Amendment of RFP.
9. Clauses 2.13.4 and 2.13.5: Submission of Bids.
10. Clause 2.14.1 and 2.14.2: Bid Due Date.
11. Clause 2.25.2: Bid Security

D. Appendices with serially numbered Footnotes (Fn)

1. Appendix IX: List of Project-specific Provisions: (Fn. 8).

E. Appendices with square parenthesis

1. Appendix I Annex I: Financial Capacity of the Bidder
2. Appendix IV: Bank Guarantee for Bid Security: Para 9 and 13.
3. Appendix V: Joint Bidding Agreement: Recital A.
4. Appendix-VI: Letter Comprising the Financial Bid

F. **Appendices with asterisks**

1. Appendix-I: Letter comprising the Technical Bid: Para 20 and 27.
2. Appendix V: Joint Bidding Agreement: Recital A.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM



Public Private Partnership

in

Medical Education

CONCESSION AGREEMENT - GUIDING PRINCIPLES

NITI Aayog
Government of India

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

TABLE OF CONTENTS

PART I 3
Preliminary

1. Definitions and interpretation 7
1.1. Definitions 7
1.2. Interpretation 7
1.3. Measurements and arithmetic convention 10
1.4. Priority of agreements, clauses and schedules 10

PART II
The Concession 11

2. Scope of the project 13
2.1. Scope of the project 13

3. Grant of Concession 14
3.1. The Concession 14
3.2. Concession Period 16

4. Condition Precedent 17
4.1. Condition Precedent 17
4.2. Damages for the delay by the Authority 19
4.3. Damages for delay by the Concessionaire 19
4.4. Commencement of Concession Period 19
4.5. Deemed Termination upon delay 19

5. Obligations of the Concessionaire 21
5.1. General Obligations of the Concessionaire 21
5.2. Obligations relating to Project Agreements 23
5.3. Obligations relation to Change in Ownership 25
5.4. Obligations relating to management of the Concessionaire 26
5.5. Obligations relating to employment of foreign personnel 27
5.6. Obligations relating to employment of trained personnel 27
5.7. Obligations relating to construction, operation and maintenance 28
5.8. Obligations relating to the engagement of qualified personnel 28
5.9. Obligations relating to Standards of Performance of Services 28
5.10. Intellectual Property Permits 28
5.11. Sole purpose of the Concessionaire 28
5.12. Obligations relating to Taxes 28
5.13. Obligations relating to information 29
5.14. Obligations relating to other charges 29
5.15. Obligations relating to deputed staff 29
5.16. Obligations relating to branding and aesthetic quality of the Project 30

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

6. Obligation of the Authority 31
6.1. Obligations of the Authority 31
6.2. Obligations relating to refinancing 32

7. Representations and warranties 33
7.1. Representations and warranties of the Concessionaire 33
7.2. Representations and warranties of the Authority 35
7.3. Disclosure 36

8. Disclaimer 37
8.1. Disclaimer 37

PART III 39
Development and Operations

9. Performance Security 41
9.1. Performance Security 41
9.2. Appropriation of Performance Security 41
9.3. Release of Performance Security 42
9.4. Deemed Performance Security 42
9.5. Appropriation of Deemed Performance Security 42
9.6. References to Performance Security 43

10. Site for Medical College 44
10.1. Site for Medical College 44
10.2. Access to the Site for Medical College 44
10.3. Procurement of the Site for Medical College 45
10.4. Site for Medical College to be free from Encumbrance 46
10.5. Protection of Site for Medical College from Encroachments 46
10.6. Special or temporary right of way 46
10.7. Access to the Authority, Independent Engineer and Independent Expert 46
10.8. Geological and archaeological finds 47
10.9. Development of Site for Medical College 47
10.10. Permitted Use 47

11. Handover of the District Hospital 49
11.1. District Hospital 49
11.2. Access to the Site for District Hospital 49
11.3. Handover of the District Hospital 50
11.4. District Hospital to be free from Encumbrances 51
11.5. Protection of District Hospital from encroachments 51
11.6. Special or temporary Right of Way 51
11.7. Access to the Authority, Independent Engineer and Independent 52

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Expert
11.8. Geological and archaeological finds 52
11.9. Development of Site for District Hospital 52
11.10. Permitted Use 52

12. Utilities and Associated Roads 53
12.1. Existing utilities and roads 53
12.2. Shifting of obstructing utilities 53
12.3. Felling of trees 53

13. Development Works 54
13.1. Obligations relating to Development Works 54
13.2. Drawings 54
13.3. Development of the District Hospital 55
13.4. Tests 56

14. Monitoring of development works 58
14.1. Monthly progress reports 58
14.2. Inspection 58
14.3. Tests 58
14.4. Delays during construction 59
14.5. Video recording 59

15. Completion Certificate 60
15.1. Provisional Certificate 60
15.2. Completion Certificate 60
15.3. Deemed Completion Certificate 60
15.4. Rescheduling of Tests 61
15.5. Subsequent Development Obligations 61

16. Operation of the Development Works 62
16.1. Operation Date (COD) 62

17. Change of Scope 63
17.1. Change of Scope 63
17.2. Procedure for Change of Scope 63
17.3. Payment for Change of Scope 64
17.4. Restrictions on certain works 64
17.5. Financing by Concessionaire 65

18. Operation and maintenance 66
18.1. O&M obligations of the Concessionaire 66
18.2. Maintenance Requirements 69
18.3. Authority's right to take remedial measures 69
18.4. Overriding powers of the Authority 70

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

18.5. Restoration of loss or damage to the District Hospital 70
18.6. Modifications to the District Hospital 70
18.7. Technology watch 71
18.8. Appointment of Medical Officers 71

19. Safety Requirements 73
19.1. Safety requirements 73
19.2. Expenditure on Safety Requirements 73

20. Monitoring of operation and maintenance 74
20.1. Annual status reports 74
20.2. Inspection 74
20.3. Tests 74
20.4. Remedial measures 74

21. Safety and Security 76
21.1. Security obligations of the Concessionaire 76

22. Selection of Patients 77
22.1. Patient Mix 77
22.2. Identification Process for Free Patients 77

23. Healthcare Services 78
23.1. Healthcare services 78
23.2. Quality Healthcare Services 78
23.3. Doctors and Departments 78
23.4. Out-Patient Healthcare Services 79
23.5. Drugs 79
23.6. Diagnostic Services 79
23.7. In-Patient Healthcare Services 80
23.8. Disclosure on Website 81
23.9. Operation of Software 81

24. Public Health Obligations 82
24.1 Implementation of Public Health Programmes 82
24.2 Dealing with Medico-Legal Cases 82
24.3 Wards for Jail Intimates 83
24.4 Dignitary Visits 83
24.5 Medical Emergency Response 83
24.6 Maintenance of Blood Bank 83

25. Key Performance Indicators 84
25.1 Key Performance Indicators 84
25.2 Operation of the District Hospital 84
25.3 Periodic Status Report 85

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

25.4 NABH Accreditation 85
25.5 Patient Charter 85
25.6 Human Resources 86
25.7 Equipment 86
25.8 User Survey 87
25.9 Implementation of Healthcare Programme 87

26. Independent Engineer and Independent Expert 88
26.1. Independent Engineer 88
26.2. Independent Expert 88
26.3. Duties and functions 88
26.4. Authorized signatories 89
26.5. Renumeration 89

27. Management of the District Hospital 90
27.1. Management Board of the District Hospital 90

28. Obligations Relating to the Medical College 92
28.1. Obligations relating to the Medical College 92
28.2. Affiliation with the District Hospital 93
28.3. Affiliation with Nursing Institution 93

PART IV
Financial Covenants 95

29. Grant 97
29.1 Grant 97
29.2 Equity Support 97
29.3 O&M Support 98
29.4 Premium 98
29.5 Upfront Premium 98

30. Concession Fee 99
30.1. Concession Fee 99
30.2. Additional Concession Fee 99
30.3. Revenue Share 100
30.4. Calculation of Gross Revenue 100
30.5. Payment of Concession Fee 100
30.6. Verification of Gross Revenue 101
30.7. Upfront Premium 101

31. **User Charges and Reimbursement Mechanism** 102
31.1. Hospital Charges 102
31.2. Reimbursement 102
31.3. Revenues from Paid Patients 102

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

31.4. Other Commercial Activities 102
31.5. Deposit in Escrow Account 102

32. Escrow Account 104
32.1. Escrow Account 104
32.2. Deposits into Escrow Account 104
32.3. Withdrawals during Concession Period 104
32.4. Withdrawals upon Termination 104

33. Insurance 106
33.1. Insurance during Concession Period 106
33.2. Insurance Cover 106
33.3. Notice to the Authority 106
33.4. Evidence of Insurance Cover 107
33.5. Remedy for failure to insure 107
33.6. Waiver of subrogation 107
33.7. Concessionaire's waiver 107
33.8. Application of insurance proceeds 108
33.9. Compliance with conditions of insurance policies 108

34. Accounts and audit 109
34.1. Audited accounts 109
34.2. Appointment of auditors 109
34.3. Certification of claims by Statutory Auditors 110
34.4. Set-off 110

PART V
Force Majeure and Termination 111

35. Force Majeure 113
35.1. Force Majeure 113
35.2. Non-Political Event 113
35.3. Indirect Political Event 114
35.4. Political Event 115
35.5. Duty to report Force Majeure Event 115
35.6. Effect of Force Majeure Event on the Concession 116
35.7. Allocation of costs arising out of Force Majeure 116
35.8. Termination Notice for Force Majeure Event 117
35.9. Termination Payment for Force Majeure Event 118
35.10. Dispute resolution 118
35.11. Excuse from performance of obligations 118
35.12. Relief for Unforeseen Events 119

36. Compensation for breach of Agreement 121
36.1. Compensation for default by the Concessionaire 121

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

36.2. Compensation for default by the Authority 121
36.3. Extension of Concession Period 121
36.4. Compensation to be in addition 122
36.5. Mitigation of costs and damage 122

37. Suspension of Concessionaire's rights 123
37.1. Suspension upon Concessionaire Default 123
37.2. Authority to act on behalf of Concessionaire 123
37.3. Revocation of Suspension 123
37.4. Substitution of Concessionaire 124
37.5. Termination 124

38. Termination 125
38.1. Termination for Concessionaire Default 125
38.2. Termination for Authority Default 128
38.3. Termination Payment 128
38.4. Other rights and obligations of the Authority 129
38.5. Survival of rights 130

39. Divestment of Rights and Interest 131
39.1. Divestment Requirements 131
39.2. Inspection and cure 132
39.3. Cooperation and assistance on transfer of Project 132
39.4. Vesting Certificate 132
39.5. Divestment costs etc. 133

40. Defects Liability after Termination 134
40.1. Liability for defects after Termination 134
40.2. Inspection by Independent Expert 134

PART VI
Other Provisions 137

41. Assignment and Charges 139
41.1. Restrictions on assignment and charges 139
41.2. Permitted assignment and charges 139
41.3. Substitution Agreement 140
41.4. Assignment by the Authority 140

42. Change in Law 141
42.1. Increase in costs 141
42.2. Reduction in costs 141
42.3. Protection of NPV 142
42.4. Restriction on cash compensation 142
42.5. No claim in the event of recovery from Users 142

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

43. Liability and Indemnity 143
43.1. General indemnity 143
43.2. Indemnity by the Concessionaire 143
43.3. Notice and contest of claims 144
43.4. Defence of claims 145
43.5. No consequential claims 146
43.6. Limitation of Liability 146
43.7. Survival on Termination 147

44. Rights to the Project Site 148
44.1. Rights to the Project Site 148
44.2. Access rights of the Authority and others 148
44.3. Property taxes 148
44.4. Restriction on sub-letting 149

45. Dispute resolution 150
45.1. Dispute resolution 150
45.2. Conciliation 150
45.3. Arbitration 150
45.4. Adjudication by Regulatory Authority or Commission 151

46. Disclosure 152
46.1. Disclosure of Specified Documents 152
46.2. Disclosure of Documents relation to safety 152
46.3. Withholding disclosure of Protected Documents 152

47. Redressal of public grievances 153
47.1. Complaints Register 153
47.2. Redressal of complaints 153

48. Miscellaneous 154
48.1. Governing law and jurisdiction 154
48.2. Waiver of immunity 154
48.3. Depreciation and interest 154
48.4. Delayed payments 155
48.5. Waiver 155
48.6. Liability for review of Documents and Drawings 155
48.7. Exclusion of implies warranties etc. 156
48.8. Survival 156
48.9. Entire agreement 156
48.10. Severability 156
48.11. No partnership 157
48.12. Third parties 157
48.13. Successors and assigns 157

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

48.14. Notices 157
48.15. Language 158
48.16. Confidentiality 158
48.17. Stamp Duty 159
48.18. Counterparts 159

49. Definitions 160
49.1. Definitions 160

Schedules 181

A. Site of the project 183
Annex -I: Lease Agreement 184
Annex-II: Description of Project Site 196
Annex -III: Appendix Land 197

B. Development of the District Hospital 198

C. Specifications and Standards 201

D. Drawings 203

E. Applicable Permits 204

F. Performance Security 205

G. Project Completion Schedule 208

H. Tests 210

I. Format for Completion Certificate 211

J. Maintenance Requirements 212

K. Safety Requirements 216

L. Terms of Reference for the Independent Engineer and Independent Expert 222

M. Escrow Agreement 229

N. Vesting Certificate 244

O. Substitution Agreement 245

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

P. Schedule of Services 257

Q. Key Performance Indicators 259

R. Medical Officers 261

Appendices 263

I. List of Bid-specific provisions 265
II. List of Project-specific provisions 267

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

CONCESSION AGREEMENT- GUIDING PRINCIPLES

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Part I
PRELIMINARY

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

CONCESSION AGREEMENT[$]

This **CONCESSION AGREEMENT** ("**Agreement**") is entered into on this the _____ day of _____, 20___ at _____.

BETWEEN

1. **[_____]**[1] represented by the [_____][2] with its principal office at ***** (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of One Part;

AND

2. **[_____]**, a company incorporated under the provisions of the Companies Act, 2013 with its registered office at _____, India (hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

The Authority and the Concessionaire shall collectively be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

(A) The Government of [_____][3] is considering private sector participation to augment the associated district hospital ("**District Hospital**") and to construct, operate and maintain a medical college with a minimum annual intake capacity of [at least 50 (fifty)] students [("**Medical College**")][4] for providing access to high quality Healthcare Services (*as defined hereinafter*), in [****][5]. For this purpose, it has empowered the Authority to develop, operate and maintain the Project (*as defined hereinafter*) on a public private partnership mode.

[$] **Instruction for Bidders**
The draft Concession Agreement issued to the Bidders may be customised for bid-specific purposes in accordance with the instructions below:
Note 1: The provisions in curly brackets are to be retained in the draft Concession Agreement forming part of Bidding Documents and shall be suitably modified by the Bidders after the issue of Letter of Award (LOA) in order to reflect the bid-specific particulars in the Concession Agreement. (See Appendix- I)
Note 2: Blank spaces are to be retained in the draft Concession Agreement and shall be suitably filled by the Bidders after the issue of LOA in order to reflect bid-specific particulars in the Concession Agreement. However, blank spaces shall be retained in all Schedules which contain formats that are to be used after the Concession Agreement is executed, (See Appendix-I)

[1] Name of the authority executing the Agreement to be inserted.

[2] Name of the department to be inserted.

[3] The name of the State issuing the Concession to be included here.

[4] The existing medical colleges may also be included for the purpose of the Project; however, such medical colleges should not have any students enrolled. In the event the Project entails upgradation of any medical college, then the reference to the term construction in relation to the medical college should be removed from the draft.

[5] To be suitably modified with the name and relevant details based on the location of the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(B) The Authority had accordingly invited proposals under its [Request for Proposal No._____][6] dated [_____] (the "**Request for Proposal**" or "**RFP**") for selection of bidders for undertaking the Project. Pursuant to the terms of the RFP, bids were received by the Authority on or before [***]. The {Selected Bidder/consortium comprising ……. and …….. (collectively the "**Consortium**"…….) with …… as its lead member (the "**Lead Member**")[7]} was one of the bidders who had submitted its bid for the Project (the "**Bid**").

(C) Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, the Authority had accepted the Bid. Subsequently, the Authority had issued the letter of award no. [____] dated [_____] (the "**Letter of Award**" or **"LOA**") to the Selected Bidder, *inter alia*, requiring it to incorporate a private limited company under the Companies Act (*as defined hereinafter*) and execution of this Agreement within [30 (thirty)] days of the date of issue thereof.

(D) The {Selected Bidder/Consortium} has since incorporated the Concessionaire and has requested the Authority, by its [letter dated _____][8], to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/Consortium} including the obligation to enter into this Agreement pursuant to the LOA. {The Concessionaire has further represented to the effect that the ownership and control of the Concessionaire it has been structured by the Selected Bidder/Consortium for the purposes hereof.

(E) The Authority, through its [letter dated _____][9], had agreed to the request of the Selected Bidder, and accordingly intends to enter into this Agreement with the Concessionaire for execution of the Project, subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below.

[6] To be inserted upon issuance of the RFP.
[7] This will be suitably modified in case the bidder being a single entity.
[8] Relevant details to be inserted.
[9] Relevant details to be inserted.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 1
DEFINITIONS AND INTERPRETATION

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 49) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2. Interpretation

1.2.1 In this Agreement, except where the context otherwise requires:

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye-laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of 2 (two) or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are only for convenience of reference and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "**without limitation**" or "**but not limited to**" whether or not they are followed by such phrases;

(f) references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "**construct**" or "**build**" shall be construed accordingly;

(g) references to "**development**" include, unless the context otherwise requires,

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental thereto, and "**develop**" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to such time according to Indian Standard Time;

(i) any reference to "**hour**" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;

(j) any reference to a day shall mean a reference to a calendar day;

(k) reference to a "**business day**" shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;

(l) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(m) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Agreement;

(n) any reference to any period commencing **'from'** a specific date or date and **'till'** or **'until'** a specific day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(o) the words importing singular shall include plural and vice versa;

(p) references to any gender shall include the other and the neutral gender;

(q) "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

(r) "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-Clause (s) shall

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, provisos and Schedules of or to this Agreement; reference to an Annexure shall, subject to anything to the contrary specified therein, be construed as a reference to an Annexure to the Schedule in which such reference occurs; and reference to a paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a paragraph of the Schedule or Annexure, as the case may be, in which such reference appears;

(w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per-diem* basis or otherwise, are mutually agreed genuine pre-estimate of loss and damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

(x) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in 3 (three) copies, and if the Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain 2 (two) copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

1.3. Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. Priority of agreements, clauses and schedules:

1.4.1. This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) the Agreement;
(b) all other agreements and documents forming part hereof or referred to herein;

i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2. Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Articles or Clauses of this Agreement, the provisions of a specific Article or Clause relevant to the issue under consideration shall prevail over those in other Articles or Clauses;

(b) between the Articles of this Agreement and the Schedules, the Articles shall prevail;

(c) between any two Schedules, the Schedule more relevant to the issue under consideration shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Part II
THE CONCESSION

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 2
SCOPE OF THE PROJECT

2.1 The scope of the Project (the "**Scope of the Project**") shall mean and include during the Concession Period:

(a) augmenting the District Hospital in accordance with the Specifications and Standards set forth in **Schedule C**, provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;

(b) constructing the Medical College on the Site for Medical College in accordance with the provisions of this Agreement, Applicable Laws and terms and conditions of Applicable Permits;

(c) operating and maintaining the District Hospital and providing Healthcare Services in accordance with the Specifications and Standards set forth in Schedule C, provisions of this Agreement, MCI Norms, Applicable Laws and Applicable Permits;

(d) operating and maintaining the Medical College in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;

(e) obtaining and maintaining a valid affiliation of the Medical College with the District Hospital in accordance with the Applicable Laws; and

(f) performing and fulfilling all other obligations of the Concessionaire in accordance with the provisions of this Agreement and any matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 3
GRANT OF CONCESSION

3.1. The Concession

3.1.1. Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority, awards to the Concessionaire, the concession set forth herein including exclusive right, license and authority to augment, operate and maintain the District Hospital and provide Healthcare Services and design, finance, procure, construct, operate and maintain the Medical College (the "**Concession**") during the Concession Period, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement.

3.1.2. Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(a) [access and leasehold rights of the Site for Medical College in accordance with Article 10;][10];
(b) access and right of way to the District Hospital in accordance with Article 11;
(c) augment the District Hospital and design, finance, construct the Medical College;
(d) achieve Operations Date in accordance with the provisions of Clause 16.1 and subsequently, manage, operate and maintain the District Hospital throughout the Concession Period;
(e) provide Healthcare Services in accordance with the standards set out in this Agreement, Applicable Laws, Applicable Permits, Good Industry Practice, Good Clinical Practices and Good Healthcare Practices;
(f) provide competency based Under Graduate and Post Graduate medical education in accordance with Applicable Laws;
(g) ensure affiliation of the Medical College with the District Hospital, and a right to use the District Hospital for the purposes of training the Students at the Medical College in accordance with Applicable Laws and provisions of this Agreement;
(h) ensure that the Medical College has the capacity to accommodate Students as per Applicable Laws including the MCI Norms, Applicable Permits and the provisions of this Agreement;
(i) ensure that the District Hospital has the Patient Intake Capacity and capability to handle all infrastructure requirements in terms of number of Beds, number and type of wards, operation theatres, outpatient departments and clinics, blood banks and all other requirements in accordance with Applicable Laws, including the MCI Norms, Applicable Permits and provisions of this Agreement;
(j) demand, collect and appropriate fee from the Students of the Medical College in accordance with the provisions of this Agreement;

[10] To be included if the Site for Medical College is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(k) demand, collect and appropriate Hospital Charges from the Paid Patients in accordance with this Agreement;

(l) pay Concession Fee to the Authority in accordance with the provisions of Article 30;

(m) perform and fulfil all the obligations of the Concessionaire under and in accordance with this Agreement;

(n) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;

(o) appoint Contractors, sub-contractors, agents, advisors and consultants to carry out its obligations under this Agreement in accordance with its provisions;

(p) upon Termination of the Concession Period transfer the District Hospital to the Authority in accordance with the provisions of this Agreement;

(q) neither assign, transfer or sub-let or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project Assets, nor sell, transfer, exchange, lease or part possession thereof;

(r) set all standards and frame and apply all internal policies, guidelines and procedures as may be appropriate for safety, security, development, management, operation or maintenance of the District Hospital and the Site for District Hospital, subject only to the provisions of this Agreement and in accordance with Applicable Permits, Applicable Laws and Good Industry Practice;

(s) [utilize the Grant provided by the Authority for the sole purpose of complying with its obligations under this Agreement][11];

(t) exercise such other rights as the Authority may determine as being necessary for the purposes incidental and necessary to implement, manage, operate and maintain the District Hospital; and

(u) do all things incidental or related thereto or which the Concessionaire considers desirable and appropriate to be carried out in connection therewith during the Concession Period.

3.1.3. Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, this Agreement shall, from the Appointed Date, entitle the Concessionaire to undertake designing, construction, finance, procurement, development, operation and maintenance of the additional facilities as provided in **Schedule B** (the "**Ancillary Facilities**"). Prior to undertaking the development of the Ancillary Facilities, the Concessionaire shall submit the designs for the Ancillary Facilities to the Authority and the Authority shall be entitled to review and comment on such designs within [15 (fifteen)] days from the submission of the designs. The Concessionaire shall address the comments received from the Authority, if any, and submit revised designs to the Authority, for its review, taking into account the comments provided upon its review. The Authority shall provide its comments within 7 (seven) days from the submission of the revised designs, if any from a safety, security and operational perspective. If the Authority does not provide its comments on the designs or the revised designs within such specified time, then the Concessionaire shall

[11] To be included in the event Grant is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

be entitled to commence the development of the Ancillary Facilities and the Authority shall be deemed to have reviewed the designs. Provided, however, that the Concessionaire shall not, in any event, commence the operation and/or use of the Ancillary Facilities prior to the Operations Date. The Ancillary Facilities may include the following:

(a) vehicle parking;
(b) cafeteria;
(c) boarding and lodging facilities for the Free Patients, Paid Patients and their attendants;
(d) [pharmacy];
(e) [any other commercial facilities]; and
(f) other facilities that may be approved and/or notified, in writing, by the Authority from time to time during the Concession Period

Subject to the provisions of this Agreement, Applicable Laws and Applicable Permits, the Concessionaire shall have the right to exploit these Ancillary Facilities for commercial purposes with the right to sub-license any or all parts thereof.

3.2. Concession Period

Subject to early termination of this Agreement in accordance with its provisions, the term of this Agreement is [60 (sixty)] years from the Appointed Date (the "**Concession Period**").

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 4
CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1. Save and except as expressly provided in Articles [4, 7, 8, 9, 10, 11, 17, 26, 29, 32, 35, 41, 42, 43, 45, 46, 47, 48, 49] and any related Schedules or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause 4.1.1.

4.1.2. The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9 and at any time after [15 (fifteen)] days from the Execution Date or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of [90 (ninety)] days of receipt of the notice, or such longer period not exceeding [120 (one hundred and twenty)] days as may be specified therein, and the Conditions Precedent required to be satisfied by the Authority shall be deemed to have been fulfilled when the Authority shall have:

(a) [provided the Concessionaire the Site for Medical College on leasehold basis in accordance with Article 10;][12]

(b) procured all Applicable Permits as provided in **Schedule E** including permits in relation to environmental protection and conservation; and

(c) provided the right of way to the District Hospital in accordance with Article 11.

Provided, that upon request in writing by the Authority, the Concessionaire may, in its discretion, waive the Conditions Precedent set forth in this Clause 4.1.2.

4.1.3. The Conditions Precedent required to be satisfied by the Concessionaire within a period of [90 (ninety)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:

(a) provided the Performance Security to the Authority pursuant to Article 9;

(b) executed and procured execution of the Escrow Agreement and opened and operationalised the Escrow Account in accordance with Article 32;

[12] To be included in the event the Site for Medical College is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(c) procured all Applicable Permits specified in Schedule E unconditionally or if subject to conditions, then all such conditions required to be fulfilled under such Applicable Permits, have been fulfilled as on date the Concessionaire claims satisfaction of all the Conditions Precedent under this Agreement;

(d) delivered to the Authority {from the Consortium Members, their respective} confirmation, in original, of the correctness of their representations and warranties set forth in sub-Clause (l), {(m)} and (n) of Clause 7.1;

(e) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;

(f) delivered to the Authority the copies (certified as true copies by an authorised officer of the Concessionaire) of the constitutional documents of the Concessionaire;

(g) delivered to the Authority copies (certified as true copies by a director of the Concessionaire) of all resolutions adopted by the board of directors of the Concessionaire authorising the execution, delivery and performance by the Concessionaire of the Agreement;

(h) provided proof of its shareholding pattern, evidenced by certificates from the authorised signatory of the Concessionaire; [and]

(i) [procuring the land in the vicinity of the District Hospital in accordance with the MCI Norms for the purpose of constructing the Medical College][13].

Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.

4.1.4. Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5. The Parties shall notify each other in writing at least [once a month] on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

4.1.6. The Concessionaire shall, upon satisfaction or waiver, as the case may be, of all the Conditions Precedent, notify the Authority of the occurrence of the Appointed Date.

[13] This Article would be applicable in a cases where the Concessionaire is procuring the land by itself for the purpose of constructing the Medical College.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4.2 Damages for delay by the Authority

In the event that: (i) the Authority does not procure fulfilment or waiver of the Condition Precedent set forth in Clause 4.1.2 within the period specified in respect thereof; and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the Authority shall pay Damages to the Concessionaire of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to the Bid Security.

4.3 Damages for delay by the Concessionaire

In the event that: (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.3% (zero point three per cent)] of the Performance Security for each day's delay until the fulfilment or waiver of such Conditions Precedent, up to the maximum amount equal to the Bid Security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due and payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.

4.4 Commencement of the Concession Period

The date on which all the Conditions Precedent specified in Clause 4.1, are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of the commencement of the Concession Period. For avoidance of doubt, the Parties agree that the Concessionaire may, upon occurrence of the Appointed Date hereunder, by notice convey the particulars thereof to the Authority, and shall thereupon be entitled to commence development of the Project in accordance with the terms of this Agreement.

4.5 Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within a period of [180 (one hundred and eighty)] days from the Execution Date or the extended period provided in accordance with this Agreement, then all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire and the Agreement may be

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

terminated by the non-defaulting Party. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security or the Bid Security, as the case may be, of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 5
OBLIGATIONS OF THE CONCESSIONAIRE

5.1 General Obligations of the Concessionaire

(a) Subject to and in accordance with the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, undertake the augmentation, operation and maintenance of the District Hospital and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder in relation to the District Hospital.

(b) The Concessionaire shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for undertaking the Development Obligations, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation and maintenance of the District Hospital. The Concessionaire shall obtain all Applicable Permits and comply with the conditions thereunder for the procurement and use of such infrastructure facilities and utilities.

(c) During the Concession Period, the Concessionaire shall obtain from the relevant Government Instrumentalities, the Applicable Permits (other than the Applicable Permits required to be obtained by the Authority under Clause 4.1.2) and keep in force and comply with the conditions of all Applicable Permits for the development, operation and maintenance of the District Hospital and upon Termination, the transfer of the District Hospital to the Authority.

(d) The Concessionaire shall comply with all Applicable Laws and conditions of all Applicable Permits (including keeping them valid and in force as required) while performing its obligations under this Agreement. Further, the Concessionaire shall ensure and procure that its Contractors, if any, comply with all Applicable Permits and Applicable Laws during their performance of any of the Concessionaire's obligations under this Agreement.

(e) Subject to the provisions of Clauses 5.1(a) and (b), the Concessionaire shall procure that its Contractors, if any, shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

(f) The Concessionaire shall pay the Concession Fee to the Authority in accordance with Article 30.

(g) The Concessionaire shall use the District Hospital only for the purpose of providing Healthcare Services and for training of the students at the Medical College through teachings and research labs.

(h) The Concessionaire shall, at its own cost and expense, in addition to and not in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

derogation of its obligations elsewhere set out in this Agreement:

(i) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the District Hospital;

(ii) perform and fulfil its obligations under the Financing Agreements;

(iii) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement;

(iv) not do or omit to do any act, deed or thing which may in any manner violate any provision of this Agreement;

(v) prepare designs for the augmentation of the District Hospital in accordance with the Applicable Laws, Applicable Permits and the terms of this Agreement;

(vi) ensure the District Hospital shall have prescribed medical personnel, Equipment for each department in accordance with all Applicable Laws including the MCI Norms and shall also provide for suitable accommodation for teaching and non-technical staff;

(vii) procure adequate insurance cover for the District Hospital for the Concession Period in accordance with Article 33;

(viii) undertake the management of the District Hospital in accordance with the terms of Article 27;

(ix) shall provide competency based Under Graduate and Post Graduate medical education in accordance with this Agreement and Applicable Laws;

(x) ensure availability of Patient Intake Capacity in accordance with the Specifications and Standards, Applicable Laws, the Applicable Permits and the provisions of this Agreement;

(xi) ensure the District Hospital shall provide all Healthcare Services, including but not limited to, emergency services, general medical services, out-patient department services, specialized medical services, maternal and child services, diagnostic pathological services, imaging, IT and telecommunication services, health information and management services, blood bank services, and any other incidental services available

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

in hospital of similar nature in order to provide efficient and adequate Healthcare Services to the Users;

(xii) undertake effective operation and maintenance of the District Hospital in accordance with **Schedule J**, terms of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;

(xiii) always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner violate any of the provisions of this Agreement, Applicable Laws and/or Applicable Permits;

(xiv) augment, refurbish, replace or procure all Equipment and diagnostic facilities comprising the District Hospital are developed, operated and maintained in accordance with the Specifications and Standards, Maintenance Requirements, Safety Requirements, Applicable Laws and Good Industry Practices;

(xv) support, cooperate with and facilitate the Authority in the implementation and operation of the District Hospital in accordance with the provisions of this Agreement;

(xvi) transfer the District Hospital to the Authority upon Termination in accordance with the provisions of this Agreement;

(xvii) on and from the Appointed Date, effectively perform and discharge all the Healthcare Services provided in **Schedule P**.

(xviii) augment the District Hospital in accordance with the timelines provided in **Schedule G**;

(xix) undertake programmes for creating Patient awareness, implement the Public Health Programmes and public health obligations in accordance with Article 24; and

(xx) maintain at all times during the Concession Period the minimum Bed occupancy level of the District Hospital in accordance with the MCI norms under all Applicable Laws.

5.2 Obligations relating to Project Agreements

5.2.1. It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement. Notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or any other agreement shall excuse the Concessionaire from its obligations

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

or liability hereunder.

5.2.2 Before finalisation, the Concessionaire shall submit to the Authority the drafts of all Project Agreements and the operation and maintenance contract (if any) or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments and observations, if any, to the Concessionaire. Concessionaire shall appropriately consider all such comments/ observations. Within [7 (seven)] days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For avoidance of doubt, it is agreed that the review and comments/ observations by the Authority on any Project Agreement or failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and/or liabilities under this Agreement in any manner whatsoever nor shall the Authority be liable for the same in any manner whatsoever.

5.2.3. The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority. For avoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Concessionaire.

5.2.4. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on any of the Project Assets as the case may be, without prior written approval of the Authority, which approval the Authority may, in its discretion, deny if such sub-lease, sub-license, assignment or Encumbrance has or may have a Material Adverse Effect on the rights and obligations of the Authority under this Agreement or Applicable Laws.

5.2.5. The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in substitution of the Concessionaire in the event of Termination or Suspension (the "**Covenant**"). For avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding [90 (ninety)] days from the Expiry Date, the Project Agreements shall be deemed to cease to be in force and effect on the Expiry Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Concessionaire expressly agrees to include the Covenant in all its Project Agreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliver to the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counter party(ies) of each of the Project Agreements, where such counter party(ies) shall acknowledge and accept the Covenant and undertake to be bound by the same and not to seek any relief or remedy whatsoever from the Authority in the event of Termination or Suspension.

5.2.6. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of the Contractor and execution of the Project Agreement shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire and undertake that it shall not give effect to any such selection or contract without prior approval of the Authority. For avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.

5.3 Obligations relating to Change in Ownership

(a) The Concessionaire shall not undertake or permit any Change in Ownership except with the prior written approval of the Authority.

(b) Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that during the Concession Period:

(i) all acquisitions of equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any equity, in aggregate [25% (twenty five per cent)] or more of the total equity of the Concessionaire; or

(ii) acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him,

shall constitute a "**Change in Ownership**" requiring prior approval of the Authority from national security and public interest perspective, the decision of the Authority in this regard being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of equity or control of the Board of Directors of the Concessionaire

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

without such prior approval of the Authority. For avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3(b):

(i) the expression acquirer, control and person acting in concert shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of equity, or the control of the board of directors, as the case may be, of the Concessionaire;

(ii) the indirect transfer or control of legal or beneficial ownership of equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of the shares of the Concessionaire; and

(iii) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies, whether situated in India or abroad, the equity of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than [25% (twenty five per cent)] of the equity of the Concessionaire, shall constitute acquisition of control, directly or indirectly, of the board of directors of the Concessionaire.

5.4 Obligations relating to management of the Concessionaire

The Concessionaire shall not, without the prior written approval of the Authority, undertake or cause to be undertaken, any action for all or any of the following or any matter incidental or consequential thereto:

(a) to alter or add to the provisions of the memorandum of association;

(b) to alter or add to the articles of association;

(c) to change the name of the Concessionaire;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(d) to reduce the share capital;

(e) to commence any new lines of business;

(f) to consent to a director or his or her relative or partner or firm or private company holding an office or place of profit, except that of managing director, manager, banker, or trustee for debenture-holders of the Concessionaire;

(g) to make inter-corporate-loans and investments or guarantee or security (except where such security or payment is to be made to the Authority) to be given, if the aggregate amount thereof, exceeds the limit of [30% (thirty per cent)] of the Concessionaire's paid-up share capital;

(h) to apply for corporate insolvency proceedings under the Insolvency and Bankruptcy Code, 2016;

(i) for various other matters pertaining to the winding up of the Concessionaire; and

(j) any other matter which is required by the Companies Act to be passed by a special resolution of the shareholders of the Concessionaire.

5.5 Obligations relating to the employment of foreign personnel

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by the Concessionaire and/or its Contractors and their sub-contractors shall be in accordance with Applicable Laws and subject to grant of Applicable Permits, including employment or residential visas and work permits. The Concessionaire shall obtain such Applicable Permits at its own cost and expense. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permit or approval by the Concessionaire or any of its Contractors or sub-contractors shall not constitute a Force Majeure Event, or allow any extension of time to the Concessionaire for performance of its obligations under this Agreement and shall not in any manner excuse the Concessionaire from the performance and discharge of its obligations and liabilities under this Agreement.

5.6 Obligations relating to employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it or by its Contractors in the performance of its obligations under this Agreement are duly qualified and at all times properly trained with adequate and state-of-the-art training for their respective functions.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.7 Obligations relating to construction, operation and maintenance

The Concessionaire hereby agrees, acknowledges and undertakes to comply with the MCI Norms, Specifications and Standards, Applicable Laws, Applicable Permits and terms of this Agreement to carry out the upgradation, augmentation, operation and maintenance of the District Hospital.

5.8 Obligations relating to the engagement of qualified personnel

The Concessionaire shall appoint, in accordance with the Applicable Laws, suitably qualified personnel to impart medical education to the Students. The personnel appointed for imparting Services at the District Hospital shall be qualified and trained in accordance with the MCI Norms.

5.9 Obligations relating to the Standards of Performance of Services

The Concessionaire shall discharge its obligations in compliance with Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations relating to the Services under this Agreement.

5.10 Intellectual Property Permits

The Concessionaire shall ensure that if any designated devices, materials or any process are covered by Intellectual Property, the right for such use shall be secured by the Concessionaire by suitable legal arrangements and agreements with the Intellectual Property owner or person empowered to assign the Intellectual Property. A copy of the agreement shall be filed with the Authority.

5.11 Sole purpose of the Concessionaire

The Concessionaire shall not, except with the prior written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than the business incidental or consequential to the provisions of this Agreement or any similar business related to medical education and the Healthcare Services.

5.12 Obligations relating to Taxes

The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes, levies, duties, cesses and all other statutory charges payable in respect of the District Hospital and the Medical College. Provided, however, that all payments made by the Concessionaire with respect to GST levied on or in respect of any services provided by the Concessionaire to the Authority for and in respect of the District Hospital shall be paid by the Authority upon receipt of particulars thereof.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.13 Obligations relating to information

5.13.1 Without prejudice to the provisions of Applicable Laws, Applicable Permits and this Agreement, upon receiving a notice from the Authority for any information that it may reasonably require or that it considers may be necessary to enable it to perform any of its functions, the Concessionaire shall provide such information to the Authority forthwith and in the manner and form required by the Authority.

5.13.2 After receiving a notice from the Authority for reasoned comments on the accuracy and text of any information relating to the Concessionaire's activities under or pursuant to this Agreement which the Authority proposes to publish, the Concessionaire shall provide such comments to the Authority in the manner and form required by the Authority.

5.14 Obligations relating to other charges

The Concessionaire shall make timely payments for all utility services in respect of the Site for District Hospital, including water, sewage, electricity, telecommunication, internet and cable charges etc.

5.15 Obligations relating to deputed staff

5.15.1. If the Concessionaire requires the doctors currently posted at the District Hospital on deputation from the Authority, it shall, within [90 (ninety)] days of the Execution Date by way of written notice, request the Authority to provide such doctors as identified by the Concessionaire for providing the Healthcare Services upon mutually agreeable terms and conditions. The notice shall set out the number of medical staff required by the Concessionaire, for providing Healthcare Services at the District Hospital.

5.15.2 If the Authority agrees to the request of the Concessionaire, it shall within [30 (thirty)] days of receipt of notice under Clause 5.15.1, provide such doctors to the Concessionaire. The terms of deputation of the doctors shall be governed by the provisions of Clauses 5.15.3 and 5.15.4 below.

5.15.3. The Concessionaire shall reimburse to the Authority the salary, allowances and bonus paid by the Authority to the doctors, employees and staff on deputation; provided that the medical expenses, if any, shall be borne solely by the Authority.

5.15.4. The Concessionaire shall pay to each doctor, employee and staff on deputation, a [deputation-cum-performance allowance][14], in accordance with the applicable rules of the Authority. Travel allowance of such staff shall be paid by the Concessionaire in accordance with its norms. No other incentive or payment shall be made by the Concessionaire to such deputed staff.

[14] This provision may be suitably modified depending on the applicable laws in the specific state relevant to deputation of state government employees.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.15.5. The Concessionaire shall also give an option to the doctors deputed by it who fill the criteria and requirements to join the Medical College as teaching staff by resigning from their job with the state government.

5.16. Obligations relating to branding and aesthetic quality of the Project

15.16.1. The Concessionaire shall maintain a high standard in the appearance and aesthetic quality of the District Hospital and Medical College through both appropriate design, landscaping in accordance with the Applicable Laws and Good Industry Practices.

15.16.2. The Concessionaire shall not change the name of the District Hospital or any part thereof it shall however be permitted to brand to advertise, display or reflect the name or identity of the Concessionaire in accordance with Applicable Laws.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 6
OBLIGATIONS OF THE AUTHORITY

6.1 General Obligations of the Authority

6.1.1 The Authority shall:

(a) at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement.

(b) subject to and in accordance with the provisions of this Agreement and Applicable Laws, the Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform the following:

(i) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for augmentation and operation of the District Hospital, subject to the Concessionaire submitting its applications complete in all respect in a timely manner. The Authority agrees and undertakes that it shall not unreasonably delay or withhold provision of any such reasonable support or assistance to the Concessionaire;

(ii) upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to government hospitals ;

(iii) [transfer the Site for Medical College on a lease basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Medical College by any Government Instrumentality or persons claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, Emergency, national security, or law and order][15];

(iv) provide access to the District Hospital to the Concessionaire along with all its existing assets, machinery, plant, equipment etc. in accordance with Article 11 and transfer or modify, whichever necessary, all Applicable Permits in favour of the Concessionaire, in accordance with the Applicable Laws and ensure that no barriers are erected or placed on or about the District Hospital by any Government Instrumentality or persons claiming through or under any Government Instrumentality,

[15] To be included in the event the Site for Medical College is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

except for reasons of Safety Requirements, Emergency, national security, or law and order;

(v) transfer the existing employees, retainers, staff, which are not being deputed to the Concessionaire, including but not limited to, doctors, nurses, medical support staff and other employees of the District Hospital in accordance with the Project Completion Schedule at Schedule G and all Applicable Laws;

(vi) pay the salary and allowances to the employees, retainers and staff seconded or deputed to the Concessionaire as though such employees, retainers and staff was still on the rolls of the District Hospital, including the Chief Medical Officer and the Casualty Medical Officer;

(vii) not do or omit to do any act, deed or thing which may in any manner violate the provisions of this Agreement;

(viii) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the District Hospital in accordance with the provisions of this Agreement; and

(ix) upon written request from the Concessionaire, execute the Substitution Agreement.

Notwithstanding anything in this Article, the Authority shall not be required to provide any financial support or financial assistance to the Concessionaire.

6.2 Obligations relating to refinancing

Without prejudice to any rights or remedies of the Authority under this Agreement or otherwise, upon request made by the Concessionaire to this effect, the Authority shall, in conformity with any regulations or guidelines that may be notified by the Government Instrumentality, permit and enable the Concessionaire to secure refinancing, in whole or in part, of the debt on such terms as may be agreed upon between the Concessionaire and the entity providing such refinancing. Provided, however, that the refinancing hereunder shall always be subject to the prior consent of the Authority, which consent shall not be unreasonably withheld. For avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Concessionaire, but the repayment thereof shall be completed by no later than [1 (one)] year prior to the expiry of the Concession Period.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 7
REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 Representations, warranties and undertakings of the Concessionaire

7.1.1 The Concessionaire represents, warrants and undertakes to the Authority that:

(a) it is duly organised and validly existing under the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(b) it has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(c) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(d) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(e) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(f) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;

(g) the information furnished in the Bid and as updated on or before the Execution Date is true and accurate in all respects as on the Execution Date;

(h) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(i) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial, Government Instrumentality or other authority, the outcome of which may result in the breach of this Agreement or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(j) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(k) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;

(l) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3; and that the [Selected Bidder or Consortium Members], together with {its or their} Associates, hold not less than [51% (fifty one per cent)] of its issued and paid up equity as on the date of this Agreement; and that no Member of the Consortium whose financial capacity was evaluated for the purpose of pre-qualification and short-listing in response to the Request for Proposal shall, during [2 (two)] years commencing from the Operation Date , hold less than [26% (twenty six per cent)] of such equity;

(m) the {Selected Bidder/Consortium Members} and {its/their} Associates have the financial standing and resources to fund the required equity and to raise the debt necessary for undertaking and implementing the augmentation works for the District Hospital in accordance with this Agreement;

(n) the {Selected Bidder/Consortium Members} is duly organised and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(o) the cost of augmenting the District Hospital shall not exceed the Total Project Cost, without obtaining a prior written consent of the Authority;

(p) all its rights and interests in the District Hospital shall pass to and vest in the Authority on the Expiry Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any Person, save and except as expressly provided in this Agreement;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(q) no representation or warranty given by it contained herein or in any other document furnished by it to the Authority, including the Bid or to any Government Instrumentality in relation to Applicable Permits contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;

(r) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

(s) all information provided by the Selected Bidder in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;

(t) agree that the execution, delivery and performance by it of this Agreement and all other agreements, contracts, documents and writings relating to this Agreement constitute private and commercial acts and not public or government acts;

(u) consents generally in respect of the enforcement of any judgment against it in any proceedings in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings; and

(v) further representations as may be added depending on the specific circumstances of the Concessionaire.

7.2 Representations, warranties and covenants of the Authority

7.2.1 The Authority represents, warrants and covenants to the Concessionaire that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) [it has the financial standing and capacity to perform its obligations under this Agreement;]

(d) this Agreement constitutes a legal, valid and binding obligation enforceable

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement; and

(f) [it has good, legal and valid right and title to the Site for Medical College and Site for District Hospital and has the power and authority to handover the Site for the Medical College and Site for the District Hospital to the Concessionaire for the development of the Project in accordance with the provisions of this Agreement.][16]

OR

[it has good, legal and valid right and title to the Site for District Hospital and has the power and authority to handover the Site for the District Hospital to the Concessionaire for the development of the District Hospital in accordance with the provisions of this Agreement.][17]

7.3 Disclosure

(a) In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of it. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of a Party under this Agreement.

(b) Neither the Authority nor any of its agents or employees shall be liable to the Concessionaire in contract, tort, including negligence or breach of statutory duty, statute or otherwise as a result of:

(i) any inaccuracy, omission, unfitness for any purpose of inadequacy of any kind whatsoever in the data disclosed by the Authority to the Concessionaire in relation to the District Hospital; and/or

(ii) any failure to make available to the Concessionaire any materials, documents, drawings, plans or other information relating to the District Hospital.

[16] To be included in the event the Site for Medical College is being provide by the Authority.
[17] To be included in the event the Site for Medical College is being procured by the Concessionaire.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 8
DISCLAIMER

8.1 Disclaimer

(a) The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposals, Scope of the Project, Specifications and Standards, Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, availability of Users and all information provided by the Authority or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability or completeness of any assessment, assumption, statement or information provided by it and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

(b) The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in 0(a) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, Associates or any person claiming through or under any of them.

(c) The Parties agree that any mistake or error in or relating to any of the matters set forth in 0(a) above shall not vitiate this Agreement or render it voidable.

(d) In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in 0(a) above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this 0(d) shall not prejudice the disclaimer of the Authority contained in 0(a) and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

(e) Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Part III
DEVELOPMENT AND OPERATION

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 9
PERFORMANCE SECURITY

9.1 Performance Security

9.1.1. The Concessionaire shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority within [30 (thirty)] days from the Execution Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to [Rs. […….] (Rupees [……..])][18] substantially in the format set forth in **Schedule F** (the "**Performance Security**"). The Concessionaire shall maintain and keep in force the Performance Security for the entire duration of the Performance Security Period in accordance with this Article 9. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.1.2. Notwithstanding anything to the contrary contained in this Agreement, in the event that the Performance Security is not provided by the Concessionaire within the above specified period, the Authority shall have the right to encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent or failure to make any payment which becomes due and payable to the Authority under and in accordance with this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the amounts due and payable as liquidated damages from the Performance Security as Damages for such Concessionaire Default or failure to meet any Condition Precedent or failure to pay such amounts which are due and payable by the Concessionaire to the Authority under and in accordance with the provisions of this Agreement. Upon such encashment and appropriation of the Performance Security, the Concessionaire shall, within [15 (fifteen)] days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 38. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to

[18] The amount of the Performance Security would be a percentage of the Total Project Cost as may be determined upon the feasibility study prior to the bidding of the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

an additional Cure Period of [120 (one hundred and twenty)] days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in in accordance with Article 38.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect for a period of [6 (six)] months from the Operation Date (the "**Performance Security Period**"); provided, however, that the Performance Security shall not be released if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3 and subject to the creation of Deemed Performance Security in accordance with Clause 9.4, the Authority shall release the Performance Security forthwith.

9.4 Deemed Performance Security

The Parties expressly agree that at least [15 (fifteen)] days prior to release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for the same amount shall be deemed to be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire remaining Concession Period (the "**Deemed Performance Security**"). The Deemed Performance Security shall be unconditional and irrevocable, and shall, notwithstanding anything to the contrary contained in Article 32, constitute the first and exclusive charge on an equivalent balance in the Escrow Account and the payments accrued or payments due and payable subsequently, as the case may be, to the Concessionaire under this Agreement and over which the Authority shall have the first and exclusive charge, including to the exclusion of the Senior Lenders, and shall be entitled to appropriate any amount therefrom as if it is an appropriation from the Deemed Performance Security under Clause 9.5. For avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire to the Authority under and in accordance with the provisions of this Agreement shall be liable to appropriation hereunder.

9.5 Appropriation of Deemed Performance Security

Upon any amounts becoming due and payable by the Concessionaire to the Authority under and in accordance with the terms of this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the amounts due and payable. For avoidance of doubt, the Parties expressly agree that

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

upon the Deemed Performance Security being appropriated, in whole or in part, it shall be deemed to be replenished to the extent of such appropriation.

9.6 References to Performance Security

References to the Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire and/or any amounts due and payable by the Concessionaire to the Authority under and in accordance with the provisions of this Agreement, and the amount so determined shall be appropriated from the Bid Security or Deemed Performance Security, as the case may be.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 10
SITE FOR MEDICAL COLLEGE[19]

10.1 Site for Medical College

The Site of the Medical College shall comprise the land as described in **Schedule A**, and in respect of which the Authority shall provide leasehold rights along with the constructive possession of the site for Medical College and all way leaves, easements, unrestricted access and other rights of way howsoever described, necessary for construction, operation and maintenance of the Medical College to the Concessionaire upon payment of the lease rent of [8% (eight percent) of the circle rate of the land][20] under and in accordance with this Agreement and under the terms of the Lease Agreement to be executed in the form and manner as provided in Schedule A (the "**Site for Medical College**"). The Lease Agreement shall be valid for a term of 99 (ninety nine) years.

10.2 Access to the Site for Medical College

10.2.1 The Authority hereby grants to the Concessionaire access to the Site for Medical College for carrying out surveys, investigations and soil tests that the Concessionaire may deem necessary prior to the Appointed Date, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of the survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the Site for Medical College pursuant hereto in the event of Termination or otherwise.

10.2.2 The Site for Medical College shall be handed-over to the Concessionaire and provided on an 'as is where is' basis, free of any Encumbrances, to develop, operate and maintain the Medical College, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the Site for Medical College, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The lease, access, right of way and all other rights to the Site for Medical College granted under this Agreement by the Authority to the Concessionaire shall always be subject to existing rights of way.

10.2.4 The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the rights granted hereunder at any time after the Concession Period has expired or has been Terminated in terms hereof, whichever is earlier, a

[19] To be included in the event the Site for Medical College is being provide by the Authority.
[20] May be modified by the Authority prior to the issuance of the Bid Documents depending on the district and the location of the land.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

sufficient proof of which shall be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.5. It is expressly agreed that trees on the Site for Medical College are the property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

10.3 Procurement of the Site for Medical College

10.3.1 Pursuant to the notice specified in Clause 4.1.2, the Authority Representative and the Concessionaire shall, on a mutually agreed date and time but in any event no later than [10 (ten)] days prior to the Appointed Date, inspect the Site for Medical College and prepare a memorandum containing an inventory of the Site for Medical College including the vacant land, buildings, structures, road works, trees and any other immovable property on or attached to the Site for Medical College, free from any Encumbrance. Such memorandum shall have appended thereto an appendix (the "**Appendix**") specifying in reasonable detail those parts of the Site for Medical College to which vacant access and leasehold rights has not been granted to the Concessionaire.

10.3.2 In case of any dispute between the Concessionaire and the Authority in relation to the survey of the Site for Medical College and the Appendix, the decision of the Authority shall prevail and shall be binding on the Concessionaire.

10.3.3 Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant constructive possession such that the Appendix shall not include more than [10% (ten per cent)] of the total area of the Site for Medical College required and necessary for the Medical College. For avoidance of doubt, the Authority acknowledges and agrees that the Appendix shall not include any land which may prevent the development of the Medical College.

10.3.4 On and after signing the memorandum referred to in Clause 10.3.1, and until the Expiry Date, the Concessionaire shall maintain a round-the-clock vigil over the Site or Medical College and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its own cost and expense.

10.3.5 Upon receiving right of way to and in respect of any land included in the Appendix, the Concessionaire shall complete the Development Works in accordance with the Project Completion Schedule set forth in Schedule G.

10.3.6 The Authority shall procure any additional land that may be required for the District Hospital or for work specified in Change of Scope Order issued under Article 17, in accordance with the provisions of this Agreement, and upon procurement thereof, such

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

land shall form part of the Site for Medical College; provided that no land to be acquired by the Authority hereunder shall be deemed to be included in the Appendix referred to in this Clause 10.3 and dealt with accordingly. For avoidance of doubt, the Parties agree that any land required for the District Hospital, in addition to the land included in Schedule A, shall be acquired at the sole discretion of the Authority and the Concessionaire shall have no right to claim in the event the Authority declines any such acquisition in whole or in part.

10.4 Site for Medical College to be free from Encumbrances

The Site for Medical College shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition of such Site for Medical College, for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the Site for Medical College shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site for Medical College.

10.5 Protection of Site for Medical College from Encroachments

During the Concession Period, the Concessionaire shall protect the Site for Medical College from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site for Medical College or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

10.6 Special or temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site for Medical College which is being provided and granted by the Authority. The Concessionaire shall obtain at its own cost such facilities on or outside the Site for Medical College as may be required by it for the purposes of the development of the Medical College and the performance of its obligations under this Agreement.

10.7 Access to the Authority, Independent Engineer and Independent Expert

The right to the Site for Medical College granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority, its representatives or authorised personnel, the Independent Engineer, Independent Expert and their employees and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.8 Geological and archaeological finds

It is expressly agreed that geological or archaeological rights do not form part of the rights granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any right or interest in the underlying fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such right, interest and property on or under the Site for Medical College shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For avoidance of doubt, it is agreed that:

(a) any reasonable expense incurred by the Concessionaire hereunder shall be reimbursed by the Authority; and

(b) if required, the Authority shall, at its sole discretion, grant reasonable extension of the Project Completion Schedule for any delay caused as a direct consequence of any discovery.

10.9 Development of Site for Medical College

The Concessionaire may landscape and develop the Site for Medical College and regulate the use thereof in accordance with the Good Industry Practice and in conformity with the provisions of this Agreement.

10.10 Permitted Use

The Concessionaire shall use or cause to be used any or all part of the Site for Medical College for operating, managing and maintaining the Medical College in accordance with Applicable Laws and Applicable Permits. Any use of the Site for Medical College in violation thereof shall constitute a Concessionaire Default under this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 10[21]
SITE FOR MEDICAL COLLEGE

10.1 Site for Medical College

The Concessionaire shall procure land in and around the District Hospital, as per Applicable Laws, comprising of an area as described in Schedule A in compliance with Applicable Laws, provisions of this Agreement, Applicable Permits ("**Site for Medical College**"). The Concessionaire shall also obtain all applicable rights including any easementary rights, unrestricted access and other rights of way howsoever described, necessary for construction, operation and maintenance of the Medical College for the use and access of the Site for Medical College.

10.2 Special or temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site for Medical College which is being provided and granted by the Authority. The Concessionaire shall obtain at its own cost such facilities on or outside the Site for Medical College as may be required by it for the purposes of development of the Medical College and the performance of its obligations under this Agreement.

10.3 Access to the Authority, Independent Engineer and Independent Expert

The Concessionaire shall through the Concession Period provide access the Authority, its representatives or authorised personnel, the Independent Engineer, Independent Expert and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

10.4 Development of the Medical College

The Concessionaire may landscape and develop the Site for Medical College and regulate the use thereof in accordance with the Good Industry Practice and in conformity with the provisions of this Agreement.

10.5 Permitted Use

The Concessionaire shall use or cause to be used any or all part of the Site for Medical College for operating, managing and maintaining the Medical College in accordance with Applicable Laws and Applicable Permits. Any use of the Site for Medical College in violation thereof shall constitute a Concessionaire Default under this Agreement.

[21] To be included in the event the Site for Medical College is being procured by the Concessionaire.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 11
HANDOVER OF THE DISTRICT HOSPITAL

11.1. District Hospital

The District Hospital shall comprise of the area which is described, delineated and shown in Schedule A and in respect of which a right of way and possession shall be provided and granted by the Authority on "as is where is basis" in accordance with the terms of this Agreement.

11.2. Access to the Site for District Hospital

11.2.1 The Authority hereby grants to the Concessionaire access to the Site for District Hospital carrying out surveys, investigations and soil tests of the District Hospital that the Concessionaire may deem necessary prior to the Appointed Date, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of the survey, investigations and tests carried out or work undertaken by the Concessionaire on or about the District Hospital pursuant hereto in the event of Termination or otherwise.

11.2.2 In consideration of the Concession Fee, this Agreement and the covenants and warranties on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, right of way in respect of all the land comprising the District Hospital and the assets comprising the District Hospital. The Site for District Hospital shall be handed-over to the Concessionaire and provided on an 'as is where is' basis, free of any Encumbrances, to augment, operate and maintain the District Hospital, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the Site for District Hospital, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

11.2.3 The access, right of way and all other rights to the District Hospital granted under this Agreement by the Authority to the Concessionaire shall always be subject to existing rights of way.

11.2.4 It is expressly agreed that the Concessionaire's rights to the District Hospital shall terminate automatically and forthwith, without the need for any action to be taken by the Authority, upon the Termination of this Agreement for any reason whatsoever. For avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the District Hospital by the Concessionaire or its Contractors, the rights of the Concessionaire in respect of the District Hospital shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

11.2.5. The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the rights granted hereunder at any time after the Concession Period has expired or has been Terminated in terms hereof, whichever is earlier, a sufficient proof of which shall be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

11.2.6. It is expressly agreed that trees on the Site for District Hospital are the property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

11.3. Handover of the District Hospital

11.3.1 In accordance with the Project Completion Schedule, the Authority Representative and the Concessionaire shall, [inspect][22] the Site for District Hospital and prepare a memorandum containing an inventory of the Site for District Hospital including the vacant land, buildings, structures, assets, machinery and equipment, road works, trees and any other immovable property on or attached to the Site for District Hospital, free from any Encumbrance. Such memorandum shall have appended thereto an appendix (the "**Appendix for District Hospital**") specifying in reasonable detail those parts of the District Hospital to which access and right of way has not been granted to the Concessionaire. If the Authority fails to provide the access to the Site for District Hospital in accordance with the timelines provided in the Project Completion Schedule the Authority shall be liable to pay Damages calculated at the rate of [0.2% (zero point two per cent)] of the amount of Performance Security for delay of each day until such access is provided by the Authority up to a maximum of [20% (twenty per cent)] of the amount of Performance Security.

11.3.2 In case of any dispute between the Concessionaire and the Authority in relation to the survey of the Site for District Hospital and the District Hospital and the Appendix, the decision of the Authority shall prevail and shall be binding on the Concessionaire.

11.3.3 On and after signing the memorandum referred to in Clause 11.3.1, and until the Expiry Date, the Concessionaire shall maintain a round-the-clock vigil over the Site for District Hospital and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and the Concessionaire shall be reimbursed by the Authority for all costs and expenses relating to such removal.

11.3.4 Upon receiving possession and access to and in respect of any land, buildings etc. included in the Appendix, the Concessionaire shall complete the Development Works in accordance with the Project Completion Schedule set forth in Schedule G.

[22] The RFP shall incorporate project specific terms, such as inspection of existing equipment of the District Hospital etc.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

11.3.5 The Authority shall procure any additional land that may be required for the District Hospital or for work specified in Change of Scope Order issued under Article 17, in accordance with the provisions of this Agreement, and upon procurement thereof, such land shall form part of the Site for District Hospital; provided that no land to be acquired by the Authority hereunder shall be deemed to be included in the Appendix referred to in this Clause 11.3.1 and dealt with accordingly. For avoidance of doubt, the Parties agree that any land required for the District Hospital, in addition to the land included in Schedule A, shall be acquired at the sole discretion of the Authority and the Concessionaire shall have no right to claim in the event the Authority declines any such acquisition in whole or in part.

11.3.6 The Authority shall continue to operate the District Hospital till the Operations Date and the Concessionaire shall ensure that the augmentation works are undertaken in a manner that such operations are not affected.

11.4 District Hospital to be free from Encumbrances

The District Hospital shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations and without the Concessionaire being required to make any payment to the Authority on account of any costs, compensation, expenses and charges for the acquisition and use of the District Hospital for the duration of the Concession Period, except insofar as otherwise expressly provided in this Agreement. For avoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties and appurtenances to the District Hospital shall not be deemed to be Encumbrances. It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the District Hospital.

11.5 Protection of District Hospital from encroachments

During the Concession Period, the Concessionaire shall protect the Site for District Hospital and the District Hospital from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site for District Hospital and the District Hospital, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement.

11.6 Special or temporary Right of Way

The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the District Hospital which is being provided and granted by the Authority. The Concessionaire shall obtain at its own cost such facilities on or outside the Site for District Hospital as may be required by it for

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the purposes of the Development Works, operation and maintenance of the District Hospital and the performance of its obligations under this Agreement.

11.7 Access to the Authority, Independent Engineer and Independent Expert

The right to the Site for District Hospital granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority, its representatives or authorised personnel, the Independent Engineer, the Independent Expert and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

11.8 Geological and archaeological finds

It is expressly agreed that geological or archaeological rights do not form part of the rights granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any right or interest in the underlying fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such right, interest and property on or under the Site for District Hospital shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For avoidance of doubt, it is agreed that:

(a) any reasonable expense incurred by the Concessionaire hereunder shall be reimbursed by the Authority; and

(b) if required, the Authority shall, at its sole discretion, grant reasonable extension of the Project Completion Schedule for any delay caused as a direct consequence of any discovery.

11.9 Development of Site for District Hospital

The Concessionaire may landscape and develop the Site for District Hospital and regulate the use thereof in accordance with the Good Industry Practice and in conformity with the provisions of this Agreement.

11.10 Permitted Use

The Concessionaire shall use or cause to be used any or all part of the Site for District Hospital for operating, managing and maintaining the District Hospital in accordance with Applicable Laws and Applicable Permits. Any use of the Site for District Hospital in violation thereof shall constitute a Concessionaire Default under this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 12
UTILITIES AND ASSOCIATED ROADS

12.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure that the Government Instrumentalities owning the existing roads, right of way or utilities, on, under or above the Project Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the relevant Government Instrumentality. Further, the Authority shall, upon written request from the Concessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

12.2 Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws, provisions of Applicable Permits and with the assistance of the Authority, undertake shifting of any utility, including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Project Site, if and only if such utility causes or shall cause a Material Adverse Effect on the development, operation or maintenance of the District Hospital. The cost of such shifting shall be borne by the Concessionaire, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

12.3 Felling of Trees

The Authority shall assist the Concessionaire in procuring the Applicable Permits for felling of trees to be identified by the Concessionaire for this purpose if and only if such trees cause a Material Adverse Effect on the construction, operation or maintenance of the District Hospital. In the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall in the sole discretion of the Authority, be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Concessionaire and any revenues thereof shall be paid to the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 13
DEVELOPMENT WORKS

13.1 Obligations relating to Development Works

13.1.1 Prior to the commencement of Development Works, the Concessionaire shall, along with the Drawings:

(a) submit to the Authority and the Independent Engineer its detailed design, augmentation methodology, quality assurance procedures, and the procurement, engineering and augmentation time schedule for completion of the District Hospital in accordance with the Project Completion Schedule as set forth in Schedule G;

(b) appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement; and

(c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits.

13.1.2 The Concessionaire shall not cause any structural damage to the District Hospital nor break or demolish any part of the District Hospital, unless specifically, permitted by the Authority. Provided, however, that any modification of a room or hall, without any damage to structural column or roof, shall not be construed as a structural change hereunder and may be undertaken by the Concessionaire without approval of the Authority. Provided further that the Concessionaire shall by notice inform the Authority of any such modification before commencing the construction thereof.

13.2 Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the District Hospital, the following shall apply:

(a) the Concessionaire shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, the copies of all Drawings to the Independent Engineer for review. Such Drawings shall be prepared in accordance with the Specifications and Standards and in accordance with the Project Completion Schedule and the Development Obligations.

(b) by submitting the Drawings for review to the Independent Engineer, the Concessionaire shall be deemed to have represented that it has determined and verified that the design and engineering are in conformity with the Specifications and Standards, Applicable Laws and Good Industry Practice;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(c) within [15 (fifteen)] days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the specified period and may begin or continue Development Works at its own discretion and risk;

(d) if the aforesaid observations of the Independent Engineer indicate that the Drawings are not in conformity with the Scope of Project and the Specifications and Standards, such Drawings shall be revised by the Concessionaire and resubmitted to the Independent Engineer for review within [7 (seven)] days. The Independent Engineer shall give its observations, if any, within [7 (seven)] days of receipt of the revised Drawings;

(e) no review or observation of the Independent Engineer and/or its failure to review or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Independent Engineer or the Authority be liable for the same in any manner;

(f) without prejudice to the foregoing provisions of this Clause 13.2, the Concessionaire shall submit to the Authority for review and comments, its Drawings relating to the location and layout of the District Hospital and general arrangement drawings thereof and the Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, within [30 (thirty)] days of the receipt of such Drawings. The provisions of this Clause 13.2 shall apply *mutatis mutandis* to the review and comments thereunder;

(g) within [90 (ninety)] days of the Operations Date, the Concessionaire shall furnish to the Authority a complete set of as-built Drawings, in [2 (two)] hard copies and its editable digital format or in such other medium as may be acceptable to the Authority, reflecting the District Hospital, as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the District Hospital and setback lines, if any, of the buildings and structures forming part of the District Hospital. It is clarified that the Concessionaire shall submit the Drawings in accordance with **Schedule D**.

13.3 Augmentation of the District Hospital

13.3.1 On or after the Appointed Date, the Concessionaire shall undertake augmentation of the District Hospital, including *inter alia* increase in the number of Beds, as specified in Schedule B, and in conformity with the Specifications and Standards set forth in Schedule C (the "**Development Obligations**"). The Concessionaire shall undertake the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Development Obligations, where the Development Works shall commence from the Appointed Date and shall be completed in accordance with the Project Completion Schedule as set forth in Schedule G.

13.3.2 The Concessionaire shall augment the District Hospital in accordance with the Project Completion Schedule set forth in Schedule G. In the event that the Concessionaire fails to achieve any Project Milestone within [30 (thirty)] days from the date set forth for such Project Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely and directly attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of [0.2% (zero point two per cent)] of the amount of Performance Security for delay of each day until such Project Milestone is achieved up to a maximum of [20% (twenty per cent)] of the amount of Performance Security; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule G has been amended as above; provided further that in the event Operation Date is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 13.3.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For avoidance of doubt, it is agreed that recovery of Damages under this Clause 13.3.2 shall be without prejudice to the rights of the Authority under this Agreement, or otherwise including the right of Termination thereof.

13.3.3 In the event that the Development Works pertaining to the Development Obligation is not completed within [180 (one hundred and eighty)] days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to Terminate this Agreement. Without prejudice to the Authority's rights under this Agreement and/or any other right that it may have under Applicable Law or equity, the Authority may in its sole discretion choose not to Terminate this Agreement after the said period of [180 (one hundred and eighty)] days and allow for a weekly extension beyond such period of [180 (one hundred and eighty)] days; provided that the Concessionaire agrees and pays in advance, the Damages calculated in accordance with Clause 13.3.2 above, for each day of such extension. To the extent that the Authority has agreed to allow for an extension and the Concessionaire has paid the Damages in advance as stated above, the Authority shall not terminate this Agreement in accordance with the provisions of this Clause 13.3.3. Notwithstanding the foregoing, the Parties agree that this Article shall not prejudice, in any manner whatsoever, the Authority's right of Termination under any other provision of this Agreement.

13.4 Tests

13.4.1 No later than [30 (thirty)] days prior to the likely completion of the Development Works, the Concessionaire shall notify the Independent Engineer of its intent to subject the Development Works to Tests. The date and time of each of the Tests shall be

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

determined by the Independent Engineer in consultation with the Concessionaire, and notified to the Authority who may designate its representative to witness the Tests. The Concessionaire shall provide such assistance as the Independent Engineer may reasonably require for conducting the Tests. In the event of the Concessionaire and the Independent Expert failing to mutually agree on the dates for conducting the Tests, the Concessionaire shall fix the dates, but not less than [10 (ten)] days' notice to the Independent Engineer.

13.4.2 All Tests shall be conducted in accordance with **Schedule H** at the cost and expense of the Concessionaire. The Independent Expert shall observe, monitor and review the results of the Tests to determine compliance of the Development Works with the Specifications and Standards and if it is reasonably anticipated or determined by the Independent Engineer during the course of any Test that the performance of the Development Works or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Concessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Independent Engineer shall provide to the Concessionaire and the Authority, copies of all Test data including detailed Test results. For avoidance of doubt, it is expressly agreed that the Independent Engineer may require the Concessionaire to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Development Works with the Specifications and Standards.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 14
MONITORING OF DEVELOPMENT WORKS

14.1 Monthly progress reports

During the Construction Period, the Concessionaire shall, within [7 (seven)] days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report on progress of the Development Works and shall promptly give such other relevant information as may be required by the Authority and/or Independent Engineer. The provisions of this Article 14 shall apply *mutatis mutandis* to the Development Works undertaken for the Development Obligation.

14.2 Inspection

During the construction of Development Works, the Independent Engineer shall inspect the District Hospital, at least [once a month] and make a report of such inspection (the "**Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Specifications and Standards. It shall send a copy of the Inspection Report to the Authority and the Concessionaire within [7 (seven)] days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Notwithstanding the foregoing, such inspection or submission of Inspection Report by the Independent Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever.

14.3. Tests

14.3.1 For determining that the Development Works conform to the Agreement and Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out or cause to be carried out Tests, at such time and frequency and in such manner as may be specified by the Independent Engineer from time to time in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall participate in at least [10% (ten per cent)] of the number of such Tests that the owner or builder of such works would normally undertake in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all the Tests in accordance with the instructions of the Independent Engineer and furnish the results thereof to the Independent Engineer. One half of the costs incurred on such Tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire. Provided however, that the Independent Engineer may, instead of carrying out the Tests specified hereunder, at its option decide to witness, or participate in, any of the Tests to be undertaken by the Concessionaire for its own quality assurance in accordance with Good Industry Practice, and in such an event, the Concessionaire shall cooperate with, and provide the necessary assistance to, the Independent Engineer for discharging its functions hereunder. For avoidance of doubt, the costs to be incurred on any Test which

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Concessionaire.

14.3.2 In the event that results of any Tests conducted under this Clause 14.3 establish any defects or deficiencies in the Development Works, the Concessionaire shall carry out remedial measures and furnish a report to the Independent Engineer in this regard. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out Tests to determine that such remedial measures have brought the Development Works into compliance with Specifications and Standards, and the procedure under Clause 14.3 shall be repeated until such Development Works conform to the Specifications and Standards. For avoidance of doubt, it is agreed that the Tests pursuant to this Clause 14.3 shall be undertaken in addition to and independent of the Tests carried out by the Concessionaire for its own quality assurance in accordance with Applicable Laws, Applicable Permits and Good Industry Practice. It is also agreed that a copy of the results of such Test shall be sent by the Concessionaire to the Independent Engineer forthwith.

14.4 Delays during construction

Without prejudice to the provisions of Clause 14.1, if the rate of progress of Development Works is such that the Development Obligation is not likely to be completed within the time period stipulated, the Concessionaire shall inform the Independent Engineer and the Authority at fortnight intervals, in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Operation Date.

14.5 Video Recording

The Concessionaire shall provide to the Authority for every calendar quarter, a video recording, which will be compiled into a [1 (one)] hour digital video covering the status of the progress of Development Works in that quarter. The first such video recording shall be provided to the Authority within [15 (fifteen)] days of the Appointed Date and thereafter, no later than [15 (fifteen)] days after the close of each quarter.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 15
COMPLETION CERTIFICATE

15.1 Provisional Certificate

If the augmentation of the District Hospital is complete and the Concessionaire certifies in writing that the Tests are successful and the Development Works can be safely and reliably placed in operation, even though certain works or things forming part thereof which do not affect the use and safety of the Development Works, or any part of the Development Works, for their intended purpose, are outstanding and are to be completed (the "**Punch List**"), the Independent Engineer may, at the request of the Concessionaire, issue a provisional completion certificate, specifying the details of the Punch List which the Concessionaire shall be required to complete before issuance of a Completion Certificate (the "**Provisional Certificate**").

15.2 Completion Certificate

15.2.1 List of all Punch List items appended to the Provisional Certificate, if any, shall be completed by the Concessionaire within [180 (one hundred and eighty)] days of the date of issue of such Provisional Certificate. When Concessionaire considers it has achieved completion of Punch List, it must request the Independent Engineer for issuance of the Completion Certificate.

15.2.2. Within [10 (ten)] days after receiving the request and upon being satisfied by the documents provided by the Concessionaire, the Independent Engineer shall inspect the District Hospital for Punch List items and either:

(a) issue to the Concessionaire and the Authority a certificate substantially in the form set forth in **Schedule I** (the "**Completion Certificate**"), if the Punch List items as provided under the Provisional Certificate have been completed; or

(b) issue a written notice to Concessionaire listing the Punch List items remaining to be completed along with the timelines to complete them.

15.2.3 In the event the Concessionaire fails to complete the Punch List items within the timeline mentioned in this Article, then the Authority without prejudice to any of its rights under this Agreement including Termination thereof, may waive of completion of such Punch List items. Authority's decision in this regard shall be at its discretion and shall be final and binding.

15.3 Deemed Completion Certificate

In the event that upon successful determination by the Independent Engineer of the successful completion of all Tests in accordance with Article 14 above, the Independent Engineer fails to issue the Completion Certificate to the Authority and the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Concessionaire within the time specified in Article 14 at the end of such period, such Completion Certificate shall be deemed to have been issued to the Authority and the Concessionaire in accordance with the provisions of this Clause 15.3 (the "**Deemed Completion Certificate**").

15.4 Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable to certify the completion of the facilities required for rendering Healthcare Services or issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Concessionaire at its own cost and expense, shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable. The provisions of this Article 15 shall apply *mutatis mutandis* to such re-scheduled Tests.

15.5. Subsequent Development Obligations

If the Concessionaire undertakes additional development of the District Hospital to increase the number of Beds from [300 (three hundred)], the provisions of Article 14 and 15 shall apply to such additional development and the Concessionaire shall be permitted to undertake operations of the additional development pursuant to the issuance of the Provisional Certificate or the Completion Certificate as the case may be.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 16
OPERATION OF THE DEVELOPMENT WORKS

16.1 Operation Date

The Development Obligations shall be deemed to be complete when the Completion Certificate or the Deemed Completion Certificate, as the case may be, is issued under the provisions of Article 15 and the Letter of Recognition is obtained to commence operations, and accordingly the operation date, shall be the date on which the Letter of Recognition is issued (the "**Operations Date**" or "**COD**"). The Development Obligations shall enter into service on Operations Date whereupon the Concessionaire shall be entitled to provide Healthcare Services in accordance with the terms of this Agreement, Applicable Laws, Applicable Permits, Good Industry Practice.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 17
CHANGE OF SCOPE

17.1 Change of Scope

17.1.1. The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the augmentation works for the District Hospital as contemplated by this Agreement (the "**Change of Scope**"). Any such Change of Scope shall be made in accordance with the provisions of this Article 17 and the costs thereof shall be expended by the Concessionaire and reimbursed to it by the Authority in accordance with Clause 17.3.

17.1.2. If the Concessionaire determines at any time that a Change of Scope is necessary for providing safer and improved Healthcare Services, it shall by notice in writing require the Authority to consider such Change of Scope. The Authority shall, within [15 (fifteen)] days of receipt of such notice, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this Article 17 or inform the Concessionaire in writing of its reasons for not accepting such Change of Scope.

17.1.3 Any works or services which are provided under and in accordance with this Article 17 shall form part of the District Hospital and the provisions of this Agreement shall apply *mutatis mutandis* to such works or services.

17.2 Procedure for Change of Scope

17.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated thereunder (the "**Change of Scope Notice**").

17.2.2 Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documents in support of:

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period;

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, any impact on the operations or the cost of operation of the District Hospital, along with the proposed premium or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Independent Engineer as reasonable; and

(c) its likely impact on the Gross Revenue and profitability of the District Hospital.

17.2.3 Upon receipt of information set forth in Clause 17.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance, thereupon of the Independent Engineer, make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Concessionaire to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute.

17.2.4 The provisions of this Agreement, insofar as they relate to Development Works and Tests, shall apply *mutatis mutandis* to the works undertaken by the Concessionaire under this Article 17.

17.3 Payment for Change of Scope

Within [7 (seven)] days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire of a sum equal to [20% (twenty per cent)] of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, [20% (twenty per cent)] of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencement of work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documents as is reasonably sufficient for the Authority to determine the accuracy thereof. Within [30 (thirty)] days of receipt of such bills, the Authority shall disburse to the Concessionaire such amounts as are certified by the Independent Engineer, as reasonable and after making a proportionate deduction for the advance payment made hereunder, and in the event of any Dispute, final adjustments thereto shall be made under and in accordance with the Dispute Resolution Procedure in Article 45.

17.4 Restrictions on certain works

17.4.1 Notwithstanding anything to the contrary contained in this Article 17, the Authority shall not require the Concessionaire to undertake any works or services if such works or services are likely to delay the Operation Date; provided that in the event that the Authority considers such works or services to be essential, it may issue a Change of Scope Order, subject to the condition that the works forming part of or affected by such order shall not be reckoned for the purposes of determining completion of the District Hospital and issuing the Completion Certificate or Deemed Completion Certificate.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

17.4.2. Notwithstanding anything to the contrary contained in this Article 17, the Concessionaire shall be entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to all the Change of Scope Orders to exceed [10% (ten per cent)] of the Total Project Cost.

17.5 Financing by the Concessionaire

Notwithstanding anything to the contrary contained in this Article 17, the Parties may, subject to this Clause 17.5 agree on determining the Change of Scope which may be financed partly or entirely by the Concessionaire, if such arrangement enables the Concessionaire to provide the financing and undertake its recovery in accordance with the provisions of this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 18
OPERATION AND MAINTENANCE

18.1 Operation and Maintenance obligations of the Concessionaire

18.1.1 During the Concession Period, the Concessionaire shall operate and maintain the District Hospital and provide Healthcare Services to the Users in accordance with this Agreement either by itself, and/or through an O&M Contractor and if required, modify, repair or otherwise make improvements to the District Hospital, to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Concessionaire hereunder shall include:

(a) submitting [30 (thirty)] days prior to the Appointed Date, in consultation with the Authority and Independent Expert, a service quality manual (the "**Service Quality Manual**") outlining strategy to achieve services specification including the Specifications and Standards outlined and shall ensure and procure that at all times during the Concession Period;

(b) undertaking operation and maintenance of the District Hospital in an efficient, coordinated and economical manner, in compliance with the Specification and Standards;

(c) undertaking, in compliance with the terms and conditions of this Agreement, including the Specifications and Standards, Applicable Laws, Applicable Permits, the Maintenance Manual, the Service Quality Manual and Good Industry Practice, Good Clinical Practice and Good Healthcare Practice: (i) the operation of the District Hospital by itself and provide Healthcare Services to the Users, and (ii) the maintenance of the District Hospital by itself [or through an O&M Contractor(s)] who may be appointed only after taking prior written approval of the Authority;

(d) obtaining and maintaining throughout the Concession Period, recognition of all relevant statutory bodies or Government Instrumentality for the operation of the Medical College, rendering the educational services and other allied facilities;

(e) maintaining throughout the Concession Period, recognition of relevant statutory bodies or Government Instrumentality for the operation of the District Hospital, rendering the Healthcare Services and other allied facilities as provided in Schedule P for use by the Users;

(f) maintaining adequate number of ambulances and dead body vans at the District Hospital in accordance with the Applicable Laws;

(g) undertaking routine maintenance including prompt repairs of all elements and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

components of the District Hospital, so as to ensure compliance with the Maintenance Requirements and the Specification and Standards;

(h) undertaking major maintenance, replacement of components and parts, repairs to structures, and repairs and development of associated facilities including the Ancillary Facilities;

(i) providing round the clock security at the Site for District Hospital and preventing with the assistance of the concerned law enforcement agencies, any encroachments on or authorised entry on the Site for District Hospital;

(j) protection of environment and provision of Equipment and materials thereof in accordance with the Applicable Laws, Applicable Permits, terms of this Agreement and Good Industry Practice;

(k) ensuring that the food which is served to the Patients is clean, hygienic and of good quality;

(l) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the District Hospital and for providing Healthcare Services in conformity with the Good Industry Practice;

(m) maintaining a public relations unit to interface with and attend to suggestions from the Users, Government Instrumentality, media and other agencies;

(n) complying with the Safety Requirements;

(o) obtaining NABH accreditation and ensure compliance with NABH requirements at all times;

(p) ensuring that the bio-medical waste is segregated, labelled and disposed of in accordance with the Applicable Laws;

(q) ensuring that all toilets are clean, hygienic and odour free, the temperature in the District Hospital is maintained in accordance with the Good Industry Practice, all entry and exit points, passages, circulation areas and vehicular traffic are so managed that they do not have a queue with a waiting time exceeding 5 (five) minutes;

(r) providing free drinking water for Users at minimum [2 (two)] locations at the District Hospital;

(s) providing efficient lifts, escalators, walkalators, information systems, public address systems and lighting systems;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(t) providing waiting areas with adequate seating capacity for the Users at the District Hospital with provision for display units for entertainment/news while waiting;

(u) providing efficient management of the Users visiting the District Hospital to avail out patient services by introducing token system to ensure smooth functioning of the services;

(v) ensuring that the District Hospital building is accessible to the Users round the clock, with provision for monitoring the visiting hours to the Patients admitted in the District Hospital;

(w) ensuring provision of ramp ways, modified toilets, wheel chairs and earmarked parking slots in conformity with Specifications and Standards and Good Industry Practice, and at no extra cost to Users requiring special assistance;

(x) making available vending machines with bottled water, popular snacks and beverages at not less than [4 (four)] locations accessible to the Users, at prices not exceeding the maximum retail price;

(y) providing kiosks for cafeteria facilities for the Users;

(z) ensuring proper signs, markings and display within the District Hospital to direct the Users to the appropriate sections of the District Hospital; and

(aa) operation and maintenance of all Project Assets diligently and efficiently and in accordance with Applicable Laws, Applicable Permits, Good Industry Practice and provisions of this Agreement.

18.1.2 The Concessionaire shall remove promptly from the Site for District Hospital all surplus construction machinery and materials, waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the District Hospital in a clean, tidy and orderly condition, and in conformity with Applicable Laws, Applicable Permits, Good Industry Practice and the provisions of this Agreement.

18.1.3 The Concessionaire shall maintain, in conformity with Good Industry Practice and Applicable Laws and Applicable Permits, all stretches of approach roads, or other structures situated on the Site for District Hospital [and the Site for Medical College][23].

18.1.4 If the Concessionaire fails to comply with any directions issued by the Authority or any Government Instrumentality acting under any Applicable Laws, as the case may be, and is liable to pay a penalty under the provisions of Applicable Laws, such penalty shall be borne solely by the Concessionaire, and shall not be claimed from the

[23] To be retained if the Site for Medical College is provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Authority. For avoidance of doubt, payment of any penalty under the provisions of Applicable Laws shall be in addition to and independent of the Damages payable under this Agreement. In the event the Authority is required to pay any penalty to the Government Instrumentality under any Applicable Laws then the Authority shall be entitled to be indemnified by the Concessionaire under Article 43.

18.2 Maintenance Requirements

18.2.1 The Concessionaire shall procure that at all times during the Concession Period, the District Hospital is maintained in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice (the "**Maintenance Requirements**"), as more specifically set out in Schedule J.

18.2.2 The Concessionaire shall procure that at all times during the Concession Period, the District Hospital conforms to the Service requirements as set forth in Schedule J (the "**Service Requirements**").

18.2.3 Not later than [45 (forty five)] days prior to the beginning of each Accounting Year during the Concession Period, the Concessionaire shall provide to the Authority and the Independent Expert, its proposed annual programme of preventive, urgent and other scheduled maintenance (the "**Maintenance Programme**") to comply with the Maintenance Requirements, Service Requirements, Service Quality Manual, Maintenance Manual and Safety Requirements. Such Maintenance Programme shall include:

(a) preventive maintenance schedule;
(b) arrangements and procedures for carrying out urgent repairs;
(c) criteria to be adopted for deciding maintenance needs;
(d) intervals and procedures for carrying out inspection of all elements of the District Hospital;
(e) intervals at which the Concessionaire shall carry out periodic maintenance;
(f) arrangements and procedures for carrying out safety related measures; and
(g) intervals for major maintenance works and the scope thereof.

18.3 Authority's right to take remedial measures

In the event the Concessionaire does not maintain, repair and/or rectify any defects and deficiencies in the District Hospital or any part thereof in conformity with the Maintenance Requirements and fails to commence remedial works within [15 (fifteen)] days of receipt of the O&M Inspection Report or notice in this behalf from the Authority or the Independent Expert, as the case may be, the Authority, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to [20% (twenty per cent)] of such cost shall be paid by the Concessionaire to the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Authority as Damages. For avoidance of doubt, the rights of the Authority under this Clause 18.3 shall be without prejudice to its rights and remedies under Clause 18.4.

18.4 Overriding powers of the Authority

18.4.1 If in the opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and in particular, the Maintenance Requirements, and such breach is causing or is likely to cause material hardship or danger to any person or property, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for removing such hardship or danger as the case may be.

18.4.2 In the event the Concessionaire, upon notice under Clause 18.4.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of this Article 18 along with the Damages specified therein.

18.5 Restoration of loss or damage to the District Hospital

Save and except as otherwise expressly provided in this Agreement, in the event that the District Hospital, or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the District Hospital, conforms to the provisions of this Agreement.

18.6 Modifications to the District Hospital

The Concessionaire shall not carry out any material modifications to the District Hospital, save and except where such modifications are necessary for the District Hospital to operate in conformity with the Specifications and Standards, Maintenance Requirements, Good Industry Practice and Applicable Laws; provided that the Concessionaire shall notify the Independent Expert of the proposed modifications along with particulars thereof at least [15 (fifteen)] days before commencing work on such modifications and shall reasonably consider any suggestions which the Independent Expert may make within [15 (fifteen)] days of receiving Concessionaire's proposal.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

18.7 Technology watch

18.7.1 The Concessionaire shall implement at its own cost, a technology watch throughout the Concession Period so as to allow the District Hospital to benefit from technical advancement and/or technology upgrades in connection with the Equipment and Healthcare Services. The technology watch shall include information about any offers to buy back and replace or upgrade the Equipment that the Concessionaire may receive from any third party and that would apply during the Concession Period or within [15 (fifteen)] days of the expiry of the Concession Period or early termination of this Agreement. The Concessionaire shall present the findings of the technological watch to the Authority in the form of a written report for review at least once every [3 (three)] months.

18.7.2 [In the event that any Party believes that the replacement and/or upgrade of any Equipment is likely to have a positive impact on the quality of the Healthcare Services or the cost of performing the Healthcare Services (a "**Replacement**"), the Concessionaire shall submit either on its own initiative or within [15 (fifteen)] days of the Authority's request for the same, a written memorandum equivalent to that the Maintenance Programme referred to in Clause 18.2.3 and the resulting process shall comply with the provisions of Article 18.][24]

18.8. Appointment of Medical Officers

18.8.1. The Concessionaire agrees that the Authority shall nominate and appoint a chief medical officer or a district surgeon, or officer of such other equivalent designation, who shall have the power to control the District Hospital in the events of Medical Emergency ("**Chief Medical Officer**"). The Chief Medical Officer shall continue to be rolls of the Authority and shall have such powers as described in the **Schedule R**. The Concessionaire shall provide such facilities to the Chief Medical Officer as provided in the Schedule R and the Authority shall be liable to reimburse such amount spent by the Concessionaire towards providing the facility to the Chief Medical Officer. The Concessionaire shall also provide the Chief Medical Officer a space for his office within the District Hospital.

18.8.2. The Chief Medical Officer shall be responsible to issue all media statements on behalf of the District Hospital in the event of any Medical Emergency and as may be prescribed by the Authority from time to time.

18.8.3 The Authority shall also appoint and depute a casualty medical officer at the District Hospital ("**Casualty Medical Officer**"). The Casualty Medical Officer shall continue to be rolls of the Authority and shall have such powers and functions as described in the Schedule R. The Concessionaire shall provide such facilities to the Casualty Medical Officer as provided in the Schedule R and the Authority shall be liable to reimburse such amount spent by the Concessionaire towards providing the facility to

[24] The Authority may retain or remove this clause depending upon the specifics of the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the Casualty Medical Officer.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 19
SAFETY REQUIREMENTS

19.1 Safety Requirements

The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice for securing the safety of the District Hospital, safety of the Users and other persons present in the premises. In particular, the Concessionaire shall develop, implement and administer a surveillance and safety programme for providing a safe environment on or about the District Hospital and shall comply with the safety requirement set forth in **Schedule K** (the "**Safety Requirements**").

19.2 Expenditure on Safety Requirements

Unless otherwise expressly provided in this Agreement, all costs and expenses arising out of or relating to Safety Requirements shall be borne by the Concessionaire.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 20
MONITORING OF OPERATION AND MAINTENANCE

20.1 Annual Status Reports

During Concession Period, the Concessionaire shall, no later than [30 (thirty)] days after the close of every Accounting Year, furnish to the Authority and the Independent Expert an annual report, in a mutually agreed format, stating in reasonable detail the condition of the District Hospital, including its compliance or otherwise with the Maintenance Requirements and the Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Expert. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

20.2 Inspection

The Independent Expert shall inspect the District Hospital at least once a year. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements and Safety Requirements and send a copy thereof to the Authority and the Concessionaire within [7 (seven)] days of such inspection.

20.3 Tests

For determining that the District Hospital conforms to the Maintenance Requirements, the Independent Expert shall require the Concessionaire to carry out, or cause to be carried out, tests specified by it in accordance with Good Industry Practice, Good Healthcare Practice and Good Clinical Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all such tests in accordance with the instructions of the Independent Expert and furnish the results of such tests forthwith to the Independent Expert. One half of the cost incurred on such tests, and to the extent certified by the Independent Expert as reasonable, shall be reimbursed by the Authority to the Concessionaire.

20.4 Remedial measures

20.4.1 The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M Inspection Report or in the test results referred to in Clause 20.3 and furnish a report in respect thereof to the Independent Expert and the Authority within [15 (fifteen)] days of receiving the O&M Inspection Report; provided that where the remedying of such defects or deficiencies is likely to take more than [15 (fifteen)] days, the Concessionaire shall submit progress reports of the repair works once every week until such works are completed in conformity with this Agreement.

20.4.2. The Independent Expert shall require the Concessionaire to carry out or cause to be

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

carried out tests, at its own cost, to determine that such remedial measures have brought the District Hospital into compliance with the Maintenance Requirements and the procedure set forth in this Clause 20.4.2 shall be repeated until the District Hospital conforms to the Maintenance Requirements.

Article 21
SAFETY AND SECURITY

21.1 Security obligations of the Concessionaire

21.1.1 The Concessionaire shall provide and maintain perimeter fencing or other suitable protection around the District Hospital and shall be responsible for the security arrangements for the District Hospital in order to maintain safe and orderly conduct of its business and the security thereof.

21.1.2 The Concessionaire shall install and operate a closed circuit television system to monitor the District Hospital and such other parts of the District Hospital as may be necessary and expedient for safe operations of the District Hospital in accordance with Good Industry Practice.

21.1.3 The Concessionaire shall engage and depute trained personnel for maintaining the security and safety of Users inside the Site for District Hospital in accordance with Good Industry Practice.

21.1.4 The Concessionaire shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the Authority's actions or the actions of any organization authorised by the Authority other than those resulting from wilful or grossly negligent acts and omissions of the Authority. The Authority agrees that it shall cause the relevant organization to take such actions as reasonably deemed necessary by them for the security of the District Hospital, without unduly disrupting the operations of the District Hospital or interfering with the exercise of rights or fulfilment of obligations by the Concessionaire under this Agreement. The Concessionaire agrees that it shall extend its full support and cooperation to the Authority and to the other organization authorised by the Authority in discharge of their obligations for and in respect to the security of the District Hospital.

21.1.5. The Concessionaire shall abide by and implement any instructions of the Authority and the Independent Expert for enhancing the security within and around the District Hospital. The Concessionaire shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the implementation of any instruction of the Authority or the Independent Expert.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 22
SELECTION OF PATIENTS

22.1 Patient Mix

22.1.1 On and from the Operation Date, the Hospital shall have at least [300 (three hundred)] beds in the District Hospital ("**Patient Intake Capacity**") for the Patients.

22.1.2 The Concessionaire shall provide Healthcare Services in accordance with Schedule P to the following category of Patients:

(a) Free Patients; and

(b) Paid Patients.

22.2 Identification Process for Free Patients

22.2.1 If the Authority's representative determines that a Patient is eligible as a Free Patient, the Authority's representative shall issue a certificate to the effect that such Patient is a Free Patient (the "**Authorisation Certificate**"). Any Patient issued an Authorisation Certificate will be deemed to be a Free Patient entitled to avail Healthcare Services in accordance with the terms of this Agreement. Any Patient approaching the District Hospital for availing Healthcare Services and seeking to be treated as a Free Patient must procure from the Authority's designated officer an Authorisation Certificate in accordance with this Clause 22.2.

22.2.2 The Authority shall at all times ensure that at least one Authority designated representative is stationed and on duty at the District Hospital.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 23
HEALTHCARE SERVICES

23.1 Healthcare Services

23.1.1 The Concessionaire agrees and undertakes to provide the Healthcare Services from the Appointed Date, in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits, Good Healthcare Practice and Good Clinical Practice and Good Industry Practice.

23.1.2 The Concessionaire shall ensure that the infrastructure and facilities incorporated in the District Hospital under the Development Works are adequate to operate and maintain the District Hospital of Patient Intake Capacity.

23.2 Quality Healthcare Services

23.2.1 The Concessionaire shall procure that all Patients in the District Hospital receive quality care in accordance with the provisions of this Agreement, Good Industry Practices, Good Clinical Practice and Good Healthcare Practice.

23.2.2 The Concessionaire shall ensure that no Patient or category of Patients is discriminated against or unduly favoured, as the case may be, in the use of the District Hospital, save and except as provided in this Article 23. The Concessionaire agrees that it shall not refer any Free Patient to any other healthcare facility without a valid reason, which shall be recorded in writing and signed by the Designated Person.

23.2.3 The Concessionaire shall procure that access, assessment and continuity of care, care of Patients, management of medication, Patient rights and education, infection control and continuous quality improvement are in accordance with Applicable Laws, Applicable Permits, Good Healthcare Practice, Good Clinical Practice and Good Industry Practice.

23.2.4 The Concessionaire shall abide by the Agreement in providing Healthcare Services and the responsibilities of management outlined in NABH and other Applicable Laws.

23.2.5 The Concessionaire shall ensure that the Free Patients requiring Healthcare Services shall be dealt with on *first come first served* basis, to the extent possible

23.3 Doctors and Departments

The District Hospital shall have well qualified doctors and nurses as per the requirements set out in Applicable Laws in each of the departments in accordance with the MCI Norms.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

23.4 Out-Patient Healthcare Services

23.4.1 The Concessionaire shall ensure that the out-patient Healthcare Services are provided free of cost to the Patients.

23.4.2 The Concessionaire shall ensure that there are adequate number of doctors available in all departments to attend to the out-patients, for at least [5 (five)] hours on at least [6 (six)] days a week.

23.5 Drugs

The Authority shall provide drugs which are listed under national list of essential medicines, free of cost to the Free Patients as per the Applicable Laws.

23.6 Diagnostic Services

23.6.1 The Concessionaire shall ensure that the diagnostic Healthcare Services conducted in the District Hospital are in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits, Good Industry Practice, Good Clinical Practice and Good Healthcare Practice and would run the diagnostic tests listed under the National Essential Diagnostic list issued by the relevant Government Instrumentality from time to time, to ensure free diagnostic services as per the guidelines provided by the WHO from time to time. The Concessionaire shall be entitled to charge from the Paid Patients such rates for the diagnostic services provided at the District Hospital as may be prevalent in the market. Provided the Concessionaire shall charge the Free Patients for the diagnostic services provided at the District Hospital such rates as are prescribed under the Central Government Health Scheme. The rates of the diagnostic services shall form part of the Hospital Charges and shall be displayed at the District Hospital. For the Free Patients who are covered under the Ayushman Bharat Yojana or any other state insurance scheme, the Concessionaire shall be able to claim reimbursement under the insurance schemes such amount towards diagnostic services as are pre specified by the Government Instrumentality under the relevant insurance schemes.

23.6.2 The Concessionaire, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, agrees that it shall not refer any Free Patient requiring diagnostic services to any other healthcare facility without a valid reason, which shall be recorded in writing and signed by the relevant person(s) designated by the Concessionaire ("**Designated Person**"). The Designated Person shall maintain a record of such referrals and provide the records for inspection by the Independent Expert on a monthly basis.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

23.7 In-Patient Healthcare Services

23.7.1 The District Hospital shall have at least [300 (three hundred)][25] Beds on or prior to the Operation Date or as prescribed in the MCI Norms which shall be earmarked for Free Patients and for which the treatment shall be provided free of cost ("**Free Beds**"). If the Concessionaire increases the number of Beds as provided under Clause 15.5, then the Concessionaire shall be allowed to levy fee on the Beds not forming part of the Free Beds as per the Hospital Charges ("**Paid Beds**") i.e. 80% (eighty per cent) of the Beds after deducting 300 (three hundred) Beds. To illustrate, if the total number of Beds are 700 (seven hundred), then 300 (three hundred) Beds plus 20% (twenty per cent) of the remaining 400 (six hundred) Beds i.e. 380 (three hundred and eighty) Beds shall be treated as Free Beds. The remaining 320 (three hundred and twenty) Beds shall be treated as Paid Beds. In the event the Concessionaire further increases the total number of Beds, then the Paid Beds and the Free Beds shall be designated in accordance with the formula provided in this Clause 23.7.1. The Concessionaire shall be required to increase the Beds in accordance with the MCI Norms if the Students intake capacity of the Medical College is increased during the Concession Period.

23.7.2 The Beds shall be earmarked as ward Beds and intensive care unit Beds in accordance with the Applicable Laws.

23.7.3. The Beds shall be allocated for the training of the students of the Medical College in accordance with the medical curricular of the Medical College

23.7.4 Other than in case of non-availability of Beds and subject to the provisions of Applicable Laws, Applicable Permits and this Agreement, the Concessionaire shall, provide all necessary services to Patients, specifically to the Free Patients, who approach the District Hospital to avail of the Healthcare Services. It is clarified that the Concessionaire shall not discriminate, distinguish or differentiate between the Free Patients and other Patients in the admission of Patients for the provision of Healthcare Services. It is further clarified that the regular Patients shall not be given preferential treatment or access to Healthcare Services.

23.7.5 The Concessionaire's personnel responsible for the admission of a Patient into the District Hospital shall, at the time of admission of the Paid Patient in the District Hospital, inform such Patient of the availability of the Free Beds and the Paid Beds.

23.7.6 The Concessionaire shall treat a Free Patient on a *first-come-first-served* basis and shall give priority to Free Patients for admission in Free Beds. The modalities for admission of Free Patients into Free Beds shall be mutually agreed between the Parties. Subject to the availability of Free Beds, the Concessionaire shall admit a Free Patient to a Free

[25] This number may be modified depending on the requirements of the Authority in a particular district and the size of the District Hospital being handed over under the Concession Agreement. For example, if the District Hospital already has 320 (three hundred and twenty) beds, then this number may be increased to 500 (five hundred)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Bed and only in the event where no Free Bed is available for admission of a Free Patient and there are no Paid Patients who are entitled to the Paid Beds, the Concessionaire shall admit such Free Patient to a Paid Bed. Notwithstanding the provisions of this Article, in the event that a Free Patient is admitted to a Paid Bed the Concessionaire shall not charge for such Paid Bed.

23.8 Disclosure on Website

The Concessionaire shall update on its website, on a daily basis, the number of Free Beds which are used by and available, for the Free Patients and provide a grievance reporting facility on the website.

23.9 Operation of software

Concessionaire shall ensure that it operates on at least [1 (one)] of the computer system at the District Hospital software pertaining to state wide management information system; [HMIS, e-Mamta, SNCU software, e-Aushidhi, UDID etc.] as may be notified by the Authority from time to time. The Concessionaire shall bear all costs in connection with purchase, royalty, if any, renewal etc. of the software mentioned in this Clause 23.11.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 24
PUBLIC HEALTH OBLIGATIONS

24.1. Implementation of Public Health Programmes

24.1.1. The Concessionaire shall implement the national and/or state level healthcare programmes throughout the Concession Period as identified in Schedule P and as may be notified by the Authority from time to time ("**Public Health Programmes**"). If a Government Instrumentality provides or allocates funds to implement such programme, the Concessionaire shall utilize such funds in a non-discriminatory manner and as per the guidelines issued by such Government Instrumentality. The Concessionaire shall be responsible for creating and maintaining a database and records of all the details about the implementation of such programmes and provide the same to the Authority, as and when required.

24.1.2. The Chief Medical Officer shall be responsible to oversee and report to the Authority the implementation of Public Health Programmes in the District Hospital. The Chief Medical Officer shall prepare and submit to the Authority within 7 (seven) days of the close of each month, a monthly report, identifying the Public Health Programmes issued by the central government and the state government, the Public Health Programmes implemented by the District Hospital, the status of the implementation of the Public Health Programmes, the reasons for non-implementation of the Public Health Programmes, if any and the number of patients who benefitted from such Public Health Programmes.

24.2. Dealing with Medico-Legal Cases

24.2.1. The Authority shall provide all medico-legal services through Casualty Medical Officer posted in casualty for medico-legal cases purpose along with staff appointed by Concessionaire for general casualty work. In the event where admission of the person is mandatory under Applicable Laws, such person will be admitted and treated by the specialists and other staff of the Concessionaire. All necessary documentation will be prepared in consultation with specialists and retained by the Chief Medical Officer for further procedure, as may be required and a copy of the case papers shall be provided to the casualty medical officer.

24.2.2. The post-mortem examination in medico-legal cases shall be done by the Casualty Medical Officer. The forensic expertise, wherever required, will be provided by Concessionaire in accordance with the Applicable Laws. The Concessionaire shall provide at its own cost and expense all infrastructure support and services required by the casualty medical officer to perform medico-legal services.

24.2.3. The Concessionaire's staff shall be required to appear before the court if summoned by the court in any case. The Concessionaire shall prepare and sign a final report for any such medico legal case and any judicial obligation to participate in legal proceedings

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

as a witness or expert relating to a medico-legal cases shall be the responsibility of Concessionaire.

24.3. Wards for Jail Inmates

The Concessionaire shall also maintain a separate ward with at least [10 (ten)] Beds out of the Free Beds, for the use of the jail inmates as may be required during the Concession Period.

24.4. Dignitary Visits

The Concessionaire shall be responsible to undertake all arrangements including provision of ambulance and provide immediate specialist services, in the event any dignitary visits the district and as directed by the District Magistrate or any other Government Instrumentality. The Chief Medical Officer shall be responsible to oversee the obligations of the Concessionaire as provided in this Clause 24.4. The decision of the Chief Medical Officer in regard to the requirements and procedures to be followed shall be final and binding on the Concessionaire.

24.5. Medical Emergency Response

The Concessionaire shall at all times maintain a Medical Emergency response team at the District Hospital. In the event of any Medical Emergency the Authority may require the Concessionaire to provide at the District Hospital such services as may be mandated by the Authority at the given time. These services could include provision of additional Beds as Free Beds, deployment of adequate staff, access to the blood banks and diagnostic facility etc. maintained at the District Hospital.

24.6. Maintenance of Blood Bank

24.6.1. The Concessionaire shall maintain the existing status of the blood bank including the existing support of the blood bank to the connected blood storage centres and any required change in the licenses for the blood bank shall be undertaken as per the Applicable Laws.

24.6.2. In addition to the existing affiliation/support of the blood storage centres, in case other centres seek new or renewal of affiliation/support in accordance with Applicable Laws, it shall be provided at the discretion of the Concessionaire in consultation with the Chief Medical Officer. For any such affiliations the Concessionaire shall be entitled to charge suitable fees as per the Applicable Laws.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 25
KEY PERFORMANCE INDICATORS

25.1. Key Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Concessionaire shall operate the District Hospital such that it achieves or exceeds the performance indicators specified in this Article 25 and **Schedule Q** (the "**Key Performance Indicators**").

25.2. Operation of the District Hospital

25.2.1. The Concessionaire shall at all times procure that:

(a) the hours of availability of all services provided by the District Hospital conforms to Good Industry Practice and are posted on the District Hospital website and displayed prominently in the District Hospital;

(b) all the Healthcare Services, excluding the out patient Healthcare Services, as may be required in accordance with Good Industry Practice and Applicable Laws, are available 24 (twenty four) hours a day and on all days in a year;

(c) the out patient Healthcare Services are available at the District Hospital at least from Monday to Saturday of each week between 9.00 am and 5.00 pm and on Public Holidays between 9.00 am to 2.00 pm;

(d) Emergency services are available at the District Hospital, 24 (twenty four) hours a day and on all days in a year with adequately trained staff to provide these emergency services;

(e) all lifts and public address systems function in accordance with Applicable Laws and Good Industry Practices;

(f) electricity backup with optimal capacity of genset is maintained, in accordance with Good Industry Practice;

(g) all toilets are clean, hygienic and odour free;

(h) adequate lighting and ventilation with minimum air change per hour is provided in the District Hospital at all times in accordance with Good Industry Practice;

(i) adequate temperature control and humidity is maintained in the District Hospital; and

(j) all phone calls relating to the District Hospital are attended to within [30 (thirty)]

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

seconds.

25.2.2 The Concessionaire shall ensure and procure compliance of each of the Key Performance Indicators specified in this Clause 25.2 and for repeated shortfall in performance during a quarter, as may be determined by the Authority for reasons to be recorded in writing based on Patient feedback and inspections by the Authority, it shall pay Damages equal to [0.05% (zero point zero five per cent) of the Performance Security] for every such default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.

25.3. Periodic status report

25.3.1. The Concessionaire shall during the Concession Period, furnish to the Authority and the Independent Expert a quarterly report, setting forth the details provided in Clause 25.3.2, by no later than 7 (seven) days after the close of each quarter.

25.3.2. The report specified in Clause 25.3.1. shall state in reasonable detail the compliance of the District Hospital with all the Key Performance Indicators specified in this Article 25 and Schedule Q along with an analysis of the reasons for failures, if any, and the strategies for addressing the same and for otherwise improving the operational performance of the District Hospital.

25.4. NABH Accreditation

(a) The Concessionaire shall, within 72 (seventy two) months from the Appointed Date achieve and thereafter maintain throughout the Concession Period, NABH Accreditation for the District Hospital, and shall provide a certified copy thereof including its renewals to the Authority and the Independent Expert forthwith.

(b) In the event of default in obtaining or maintaining the NABH Accreditation specified in Clause (a), the Concessionaire shall, within 15 (fifteen) days thereof, submit to the Authority and the Independent Expert an action plan that sets out the actions proposed to be taken by the Concessionaire for rectifying its deficiencies and obtaining or maintaining such accreditation.

(c) If the period of default in obtaining or maintaining the NABH Accreditation in accordance with this Clause shall exceed a continuous period of 6 (six) months, the Concessionaire shall thereafter pay damages to the Authority in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Security for every 1 (one) month of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.

25.5. Patient Charter

The Concessionaire shall publish and implement a charter articulating the rights and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

expectations of Patients (the "**Patient Charter**") in conformity with Applicable Laws, Applicable Permits and Good Industry Practice. The Patient Charter shall be displayed at the reception of the District Hospital. The Concessionaire shall at all times be accountable and liable to Patients in accordance with the provisions of the Patient Charter and Applicable Laws.

25.6. Human Resources

(a) The Concessionaire shall procure and ensure that all staff engaged in the provision of Healthcare Services are suitably qualified and receive sufficient training and instructions in accordance with Good Industry Practice and standards of their relevant professional body, if any, for execution of their duties, which shall at a minimum be compliant with the performance standards set out at Article 23.

(b) The Concessionaire shall comply with the standards set forth in the Applicable Laws.

(c) The Concessionaire shall regularly supervise and monitor the performance of the staff to ensure that they comply with this Agreement, Applicable Laws and Good Industry Practice.

(d) The Concessionaire shall promptly take appropriate remedial measures in the event of any non-compliance with the requirements set forth in this Clause 25.6.

25.7. Equipment

(a) The Concessionaire shall procure, install and commission all Equipment, medical devices, apparatus, facilities and all other support and ancillary infrastructure as necessary for development, operations and maintenance of the District Hospital and providing Healthcare Services as per the Scope of the Project and as required under the Applicable Laws.

(b) The Concessionaire shall procure, install, operate and maintain the Equipment, including equipment meeting the specifications or equivalent to the specifications set out at Schedule Q.

(c) The Concessionaire shall ensure that all Equipment, medical devices, apparatus and facilities are in running and working condition and are calibrated, upgraded or replaced from time to time according to their life span or its impending obsolescence and in compliance with the certification requirements of the concerned competent authorities.

(d) In the event any Equipment is not available the Concessionaire shall be required to rectify the defects and restore the Equipment to a working condition withing

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the timelines specified in Schedule Q. If the Equipment is not made available within the timelines specified in Schedule Q then the Concessionaire shall be liable to pay damages to the Authority in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Security for every instance of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.

25.8. User Survey

25.8.1 The Authority may engage an independent expert agency to conduct a sample survey of User satisfaction (the **"User Survey"**) once every quarter to determine the compliance of the provisions of this Article 25 by the Concessionaire. The nature and content of the User Survey shall be determined by the Authority in consultation with the Concessionaire to procure that the outcome is objective and represents a cross-section of Users. For avoidance of doubt, it is agreed that in designing the User Survey, the Authority shall rely on Good Industry Practice and conform to similar surveys undertaken from time to time such as the surveys conducted at similar hospitals in other States.

25.8.2 In the event that the User Survey reveals that more than [20% (twenty per cent)] of the Users surveyed are not satisfied with the performance of the Concessionaire, the Authority may levy and collect from the Concessionaire a penalty calculated at the rate of [0.05% (zero point zero five per cent) of the Performance Security for every 1% (one per cent) Users who are not satisfied beyond the aforesaid [20% (twenty per cent)]. For the avoidance of doubt, in the event that 22% (twenty two per cent) Users are not satisfied, the penalty shall be a sum equal to 0.1% (zero point one per cent) of the Performance Security and further penalties, if any, shall be determined by the next User Survey.

25.9. Implementation of Public Health Programmes

If the Concessionaire fails to implement any Public Health Programmes in the District Hospital within such timelines as provided in the Schedule P, then the Concessionaire shall be liable to pay damages to the Authority in an amount calculated at the rate of [0.5% (zero point five per cent) of the Performance Security] for every instance of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 26
INDEPENDENT ENGINEER AND INDEPENDENT EXPERT

26.1 Independent Engineer

The Authority shall appoint, no later than [90 (ninety)] days from the Execution Date, a third-party agency (the "**Independent Engineer**") for the Construction Period. Provided that the Authority shall have the right to appoint any of its agencies or departments to monitor the District Hospital until the Independent Engineer is appointed in accordance with this Clause 26.1. The provisions of this Agreement with respect to the Independent Engineer shall apply *mutatis mutandis* to such agency or department until the Independent Engineer is appointed in accordance with the provisions of **Schedule L** and this Clause 26.1 and such provisions shall be repeated after expiry of each appointment.

26.2 Independent Expert

The Authority shall appoint, no later than [90 (ninety)] days from the Operation Date, a third-party agency (the "**Independent Expert**") for the Operations Period. Provided that the Authority shall have the right to appoint any of its agencies or departments to monitor the District Hospital until the Independent Expert is appointed in accordance with this Clause 26.1. The provisions of this Agreement with respect to the Independent Expert shall apply *mutatis mutandis* to such agency or department until the Independent Expert is appointed in accordance with the provisions of **Schedule L** and this Clause 26.1 and such provisions shall be repeated after expiry of each appointment.

26.3. Duties and functions

26.3.1 The Independent Engineer and the Independent Expert shall carry out the following duties and functions in accordance with the Agreement:

(a) discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule L.

(b) submit regular periodic reports at least [once every month] to the Authority in respect of its duties and functions set forth in Schedule L.

(c) A true copy of all communications sent by the Authority to the Independent Engineer or the Independent Expert, as the case may be, and by the Independent Engineer or the Independent Expert, as the case may be, to the Authority shall be sent forthwith by the Independent Engineer or the Independent Expert, as the case may be, to the Concessionaire.

(d) A true copy of all communications sent by the Independent Engineer or the Independent Expert, as the case may be, to Concessionaire and by the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Concessionaire to the Independent Engineer or the Independent Expert, as the case may be, shall be sent forthwith by the Independent Engineer or the Independent Expert, as the case may be, to the Authority.

26.4 Authorised signatories

The Authority shall require the Independent Engineer or the Independent Expert, as the case may be, to designate and notify to the Authority and the Concessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the Independent Engineer or the Independent Expert, as the case may be, and any communication or document required to be signed by the Independent Engineer or the Independent Expert shall be valid and effective only if signed by any of the designated persons; provided that the Independent Engineer or the Independent Expert, as the case may be, may, by notice in writing, substitute any of the designated persons by any of its employees.

26.5 Remuneration

The remuneration, cost and expenses of the Independent Engineer and the Independent Expert shall be paid by the Authority, one-half of such remuneration, cost and expense shall be reimbursed by the Concessionaire to the Authority within [15 (fifteen)] days of receiving a statement of expenditure from the Authority.

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 27
MANAGEMENT OF THE DISTRICT HOSPITAL

27.1 Management Board of the District Hospital

27.1.1 The District Hospital shall be managed by a board (the "**Management Board**") comprising of such members as the Concessionaire may appoint from time to time. The Management Board shall also have a member of the Aarogya Raksha Samiti.

27.1.2 The Management Board shall meet at least thrice during a Financial Year, and once every Quarter during each of the first [3 (three) Quarters] of that Financial Year.

27.1.3 The Management Board shall appoint all necessary officers to carry out the day to day functions of the District Hospital.

27.1.4 The Management Board and the officers appointed by the Management Board shall carry out the following functions:

(a) the appointment of all clinical and non-clinical staff of the District Hospital, including but not limited to, all heads of each department of the of the District Hospital, nursing superintendents, accounts officers, housekeeping personnel, ward boys and other maintenance and support staff in accordance with Applicable Laws;

(b) Ensure the effective maintenance of the District Hospital in accordance with Good Industry Practices, Good Health Practices and Good Clinical Practices;

(c) Ensure that the Patients are given proper care and treatment in accordance with Good Healthcare Practices and Good Clinical Practices;

(d) Effectively run the day to day operations of the District Hospital and ensure the Healthcare Services are discharged in accordance with all Applicable Laws, Good Healthcare Practices and Good Clinical Practices;

(e) Ensure the books of accounts are maintained for the District Hospital;

(f) Ensure the District Hospital is kept in a clean and orderly manner and in accordance with Good Healthcare Practices and Good Clinical Practices;

(g) Ensure the staffing of the clinical and non-clinical staff of the District Hospital is carried in accordance with the needs and requirements of rendering the Healthcare Services in a timely and efficient manner; and

(h) Evaluating and issuing the policy for hiring the clinical staff across all levels and setting the minimum qualification criteria for the clinical staff in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

consultation with the department heads of the Medical College, to provide competency based medical education.

27.2 The Concessionaire shall be obligated at all times during the Concession Period to ensure that the District Hospital is being managed and run in accordance with this Agreement, Applicable Laws Good Healthcare Practices and Good Clinical Practices and the Healthcare Services are being discharged in a timely and effective manner to maximize the Revenue being generated from the District Hospital.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 28
OBLIGATIONS RELATING TO MEDICAL COLLEGE

28.1. Obligations relating to the Medical College

28.1.1 The Concessionaire agrees and undertakes to carry out the following obligations relating to the Medical College in accordance with the Project Completion Schedule:

(a) provide competency based medical education for the Under Graduate level, Post Graduate level course as per the Applicable Laws and seek affiliation of the Medical College with a state university;

(b) construct and operate the Medical College in accordance with all Applicable Laws, Applicable Permits and Good Industry Practices and shall not seek a deemed university status for the Medical College;

(c) commence the operations of the Medical College only upon obtaining valid Letter of Permission;

(d) follow all enrolment procedures for the admission of the Students in the Medical College in accordance with the Applicable Laws including conducting merit-based admission tests and counselling;

(e) follow the principles of admission for all category of students, including but not limited to, EWS, SC/ST/OBC, NRI students and charge admission fees from the students in accordance with Applicable Laws and Applicable Permits;

(f) ensure compliance with all Applicable Laws in relation to the admission fees charged from the students of the Medical College and all scholarship programmes for meritorious students in accordance with Applicable Laws;

(g) ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions**.** The Concessionaire shall appoint, in accordance with the Applicable Laws, suitably qualified personnel to impart medical education to the Students;

(h) protect the Site for Medical College from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Site for Medical College, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement;

(i) have the option to develop courses such as BSc Nursing and other allied health

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

courses, as per Applicable Laws at the Medical College or any other site and provide appropriate affiliations with the Medical College for such courses;

(j) discharge such other duties and functions as may be specified under all Applicable Laws in relation to the Medical College;

(k) ensure that the District Hospital has at least 300 (three hundred) Beds with a minimum of 60% (sixty per cent) of indoor Bed occupancy at the time of submission of application to the Medical Education Regulatory Authority for affiliation, and shall fulfil such requirement up to the 2nd (second) renewal of the affiliation of the Medical College. Further, the Concessionaire shall ensure a minimum of 75% (seventy five) Bed occupancy at the time of inspection for the 3rd (third) renewal of the affiliation and thereafter for subsequent renewals and recognition by Medical Education Regulatory Authority;

(l) maintain the number of Students to Beds ratio of 50:300 which can be increased up to 150 (one hundred and fifty) Students with a simultaneous increase on the Beds up to 700 (seven hundred) in accordance with the MCI Norms; and

(m) engage in such other matters as may be necessary for achieving excellence in the functioning of the Medical College.

28.2. Affiliation with the District Hospital

The Concessionaire shall obtain and maintain the affiliation of the Medical College with the District Hospital in accordance with all Applicable Laws and shall timely renew such affiliation throughout the Concession Period. The Concessionaire shall hold a discussion with the Authority at least 5 (five) years prior to the expiry of the Concession Period to mutually agree on an extension of the affiliation of the Medical College with the District Hospital.

28.3. Affiliation with Nursing Institution

The Authority may provide affiliation to any nursing institution to the District Hospital in addition to the state government nursing institution. If the Authority decides to provide affiliation to any private nursing institution then the Concessionaire shall be entitled to collect the revenue on account of such affiliation and the revenue so earned from such affiliation shall not be included in the Revenue which is required to be deposited in the Escrow Account.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Part IV
FINANCIAL COVENANTS

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 29
GRANT[26]

29.1. {Grant

29.1.1 The Authority agrees to provide to the Concessionaire cash support by way of an outright grant equal to the sum set forth in the Bid, namely, [Rs. [.....] (Rupees [.....])], in accordance with the provisions of this Article 29 (the "**Grant**").

29.1.2 The Grant shall be disbursed to the Concessionaire by way of Equity Support in accordance with the provisions of Clause 29.2.}

29.2. {Equity Support

29.2.1 Subject to the conditions specified in this Clause 29.2, the Grant shall be credited to the Escrow Account and shall be applied by the Concessionaire for meeting the Total Project Cost (the "**Equity Support**").

29.2.2 The Equity Support shall be equal to the sum specified in the Bid and as accepted by the Authority, but shall in no case be greater than 150% (one hundred and fifty per cent) of the equity contribution made towards the Total Project Cost and shall be restricted to a sum not exceeding 30% (thirty per cent) of the Total Project Cost. For avoidance of doubt, the Total Project Cost to be reckoned for the purposes of this Clause 29.2.2 shall include the Equity Support.

29.2.3 [The Equity Support shall be due and payable to the Concessionaire after it has expended the equity contribution made towards meeting the Total Project Cost, and shall be disbursed proportionately along with the loan funds thereafter remaining to be disbursed by the Senior Lenders under the Financing Agreements. The Authority shall disburse each tranche of the Equity Support as and when due, but not later than 15 (fifteen) days of receiving a request from the Concessionaire along with necessary particulars.][27]

29.2.4 In the event of occurrence of a Concessionaire Default, disbursement of Equity Support shall be suspended till such Concessionaire Default has been cured by the Concessionaire.

29.2.5. Subject to the provisions of the Scheme of Financial Support to Public Private Partnership in Infrastructure and any other applicable scheme as notified by the Central Government (the "**Scheme[s] for Financial Assistance**"), the Authority shall, for funding the Grant specified in Clause 29.1.1, use its best endeavours and provide all reasonable support to the Concessionaire for obtaining viability gap funding under the

[26] To be inserted in the event the Selected Bidder has quoted for Grant from the Authority under the Bidding Documents.
[27] The disbursement of the Grant amount may be linked to Project Completion Schedule or any other mechanism as may be determined by the Authority to ensure that the Concessionaire undertakes and completes the Project on time

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Scheme[s] for Financial Assistance. For avoidance of doubt, it is expressly agreed that in the event of the Concessionaire being able to receive such viability gap funding for the Project, the same shall, for the purposes of this Agreement be deemed to be Grant by the Authority hereunder, to be disbursed in accordance with the provisions of the Scheme[s] for Financial Assistance. It is further agreed that the Authority shall at all times discharge its obligation to disburse Grant under and in accordance with this Article 29 whether or not funds are disbursed to the Concessionaire under the Scheme[s] for Financial Assistance.}

29.3. {O&M Support[28]

29.3.1 The balance of the Grant, if any, remaining after disbursement of Equity Support shall be disbursed to the Concessionaire in accordance with Clause 29.3.2 for meeting O&M Expenses of the Project ("**O&M Support**").

29.3.2 The O&M Support shall be disbursed by the Authority in quarterly instalments and first such instalment shall be released within 90 (ninety) days of the COD. Each instalment shall be a sum equal to 5% (five per cent) of the Equity Support and such instalments shall be disbursed by the Authority until the Grant is exhausted.}

29.4. Premium[29]

The Concessionaire acknowledges and agrees that as set forth in the Bid, it shall pay to the Authority for each year of the Concession Period, but commencing from Operations Date, a Premium in the form of an additional Concession Fee, as set forth in Clause 30.2 and in the manner set forth therein.

29.5. Upfront Premium[30]

The Concessionaire acknowledges and agrees that as set forth in the Bid, it shall pay to the Authority an additional Premium as set forth in Clause 30.7 in the form of an upfront Damages of Rs. [____], as set forth in Article 30.

[28] Clause 29.3 shall be omitted if the Grant determined by competitive bidding is 30 % (thirty per cent) or less.
[29] In the event the Concessionaire does not seek any Grant from the Authority and offers to pay a Premium instead, the provisions of Clauses 29.1, 29.2 and 29.3 relating to Grant shall be substituted by the provisions of Clause 29.4 relating to Premium, which Clause shall be renumbered. The title of this Article shall also be substituted by the word "Premium".
[30] To be included in the event the Bidder has under its Bid agreed to pay an upfront Premium to the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 30
CONCESSION FEE

30.1. Concession Fee

In consideration of the grant of concession, the Concessionaire shall pay to the Authority, by way of annual concession fee, a sum of Re. 1 (Rupee one) per annum, the Revenue Share [and the Premium specified in Clause 30.2] (the "**Concession Fee**").

30.2. Additional Concession Fee[31]

30.2.1 Without prejudice to the provisions of Clause 30.1 and subject to the provisions of Clause 30.2.2, the Concessionaire agrees to pay to the Authority for the year commencing from the day falling after 365 (three hundred and sixty five) days of occurrence of the Operations Date, a premium (the "**Premium**") in the form of an additional Concession Fee:

(a) for the 1st (First) Accounting Year commencing after the Operations Date, the Premium shall, be subject to the provisions of Clause 30.2.1, to be a sum of (___)[32];

(b) for each subsequent Accounting Year following the Accounting Year specified in Sub-Clause (a) above, the aforesaid Premium shall be revised hereunder and the Concession Fee shall, subject to the provisions of Clause 30.2.2 be determined by increasing the Premium for the previous Accounting Year by [5% (five per cent)] thereof. For avoidance of any doubt, and by way of illustration, in the event the Premium during the 1st (first) Accounting Year is Rs. 1 cr. (Rupees one crore), the Premium applicable for the 2nd (second) Accounting Year shall be increased by [5% (five per cent)] thereof for determining the Premium payable in the 2nd (second) Accounting Year i.e. [Rs. 1.05 cr. (Rupees one crore and five lakh)], and the Premium payable for the 3rd (third) Accounting Year shall be determined by increasing the aforesaid Premium for the 2nd (second) Accounting Year by [5% (five per cent)] thereof;

(c) for the period, if any, between the Operations Date and the 1st (first) Accounting Year referred to in Sub-Clause (a) above, the Concession Fee shall be a sum proportionate to the Premium specified in Sub-Clause (a) above. For avoidance of any doubt and by way of example, if the period between Operations Date and the 1st (first) Accounting Year is 73 (seventy three) days, the Concession Fee for such period shall be 20% (twenty per cent) of the Premium specified in Sub-Clause (a) above and as modified in accordance with provisions of Clause

[31] To be inserted in case the Selected Bidder is offering a Premium. In case a bidder is willing to offer a Premium exceeding the rate specified in Clause 30.2.3 commencing from Operations Date, it may do so by means of an upfront Premium, as specified in Clause 29.5.

[32] The amount of Premium payable for the Project shall be determined by open competitive bidding and the amount to be inserted shall be the Premium for the first Accounting Year.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

30.2.2; and

(d) during the last Accounting Year of the Concession Period, the Premium shall not be due and payable for the period after Termination and only amount due on a proportionate basis shall be payable for the period prior to Termination.

30.2.2 The amount of Premium arrived at under and in accordance with Clause 30.2.1 shall be modified to reflect the variation in Price Index occurring between January 1 immediately preceding the date of Bid and January 1 immediately preceding the date on which the Premium for the relevant year shall have fallen due.

30.2.3 Notwithstanding anything to the contrary contained in Clause 30.2.1, the Premium payable by the Concessionaire under this Article 30.2 shall at all times be subject to a ceiling of [50% (fifty per cent)] of the Gross Revenue in the respective year.

30.3. Revenue Share

The Concessionaire agrees to pay to the Authority in accordance with this Article for the year commencing from [365 (three hundred and sixty five)][33] days after the [Operations Date], a share in the Gross Revenue ("**Revenue Share**") as [1% (one per cent)] for the Gross Revenue in the relevant year, and increased by [1% (one per cent)] for every period of 1 (one) year thereafter, during the Concession Period, subject to a limit of [20% (twenty per cent)][34] of the Gross Revenue of such year.

30.4. Calculation of Gross Revenue

Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and undertakes that the Gross Revenue for the purposes of computing the Revenue Share under this Article 30 shall be determined on the actual Gross Revenue for the relevant year as certified by the Statutory Auditors.

30.5. Payment of Concession Fee

30.5.1 The Premium payable under Clause 30.2 and the [upfront Premium payable under Clause 30.7] shall be deemed to be part of the Concession Fee for the purposes of this Agreement. and shall be due and payable by the Concessionaire within [15 (fifteen)] days of the commencement of the Accounting Year.

30.5.2. The Revenue Share payable under this Agreement shall be due and payable in monthly instalments. Within [7 (seven)] days of the close of each month from the date the Revenue Share becomes payable, the Concessionaire shall pay to the Authority, a provisional amount calculated on the basis of the Gross Revenue of the immediately

[33] The figures in the square brackets may be changed depending on the Project details.
[34] The figures in the square brackets may be modified based on the feasibility study conducted by the Authority prior to the execution of the Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

preceding month, and final settlement thereof, based on audited accounts of the Concessionaire, shall be made within [120 (one hundred and twenty)] days of completion of the respective Accounting Year.

30.6. Verification of Gross Revenue

30.6.1. The Authority may, in order to satisfy itself that the Concessionaire is reporting its Gross Revenue in an honest and faithful manner, depute its representatives to the District Hospital and the offices of the Concessionaire, and undertake such other measures and actions as it may deem necessary to ascertain the actual Revenues.

30.6.2 If the verification of Revenues pursuant to this Clause 28.6 demonstrates that the Gross Revenue is more than the amount reported by the Concessionaire, the Authority shall, for the purpose of determining the average daily Revenues from the District Hospital, be entitled to undertake sampling of Revenue receipts of the District Hospital for a continuous period of [15(fifteen)] days. The Parties hereto agree that if the average Revenue exceeds the average Revenue reported by the Concessionaire during the preceding [2 (two) years] by [5% (five per cent)] thereof, the difference between such Revenue and the Gross Revenue shall be multiplied by [60 (sixty)] and the product thereof shall be paid as Damages by the Concessionaire to the Authority, and in the event of any Dispute relating to such sampling, the Dispute Resolution Procedure in Article 45 shall apply.

30.7. Upfront Premium[35]

30.7.1 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and undertakes to pay an additional amount of Rs. [____] in the form of upfront Premium which shall be due and payable to the Authority in 12 (twelve) equal monthly instalments commencing from the 1st (first) day of the month following the [Operations Date].

30.7.2 The upfront Premium payable under Clause 30.7.1. shall be deemed to be part of Premium for the purposes for this Agreement.

[35] To be included in the event the Bidder has under its Bid agreed to pay an upfront Premium to the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 31
USER CHARGES AND REIMBURSEMENT MECHANISM

31.1. Hospital Charges

31.1.1. In consideration of making available the Healthcare Services, to the category of Paid Patients, in accordance with Clause 23.7, the Concessionaire shall have the right to collect, appropriate and demand Hospital Charges, in accordance with this Article 31, applicable at the market competitive rates. The Concessionaire shall display the rates for the Hospital Charges including the daily rate for the Bed occupancy, diagnostic services in the District Hospital at a place where it is visible to all Users.

31.1.2. The Concessionaire shall be allowed to charge a maximum of [Rs. 10 (Rupees ten)] as registration charges from the Free Patients. The registration charges shall be liable for revision once a year to account for indexation in accordance with WPI. The Concessionaire shall provide all Healthcare Services to the Free Patient, free of cost.

31.2. Reimbursement

The Concessionaire shall seek reimbursements under and in accordance with the applicable insurance schemes as may be availed of by the Free Patients. If no such insurance scheme is availed of by the Free Patients, then the costs incurred in the treatment of such Free Patients shall be borne by the Concessionaire.

31.3. Revenues from Paid Patients

The Concessionaire shall be entitled to:

(a) demand, charge collect, retain, appropriate Hospital Charges, based on prevailing market rates; and

(b) The Concessionaire shall be entitled to, revise every [12 (twelve)] months, the Hospital Charges to reflect the prevailing market rates.

31.4. Other Activities

The Concessionaire shall be entitled to determine and recover charges from the use of any Ancillary Facilities by the Users, which the Concessionaire can provide to third parties on commercial, sub-license basis in accordance with Clause [3.1.3].

31.5. Deposit in Escrow Account

The Concessionaire shall collect and appropriate the Hospital Charges and other charges from any additional allowed activities from the District Hospital in accordance with the terms of the Agreement and deposit the same into the Escrow Account and for

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

compliance with the provisions of this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 32
ESCROW ACCOUNT

32.1. Escrow Account

32.1.1 The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

32.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders' Representative, which shall be substantially in the form set forth in **Schedule M**.

32.2. Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all Revenues from the District Hospital; and
(b) all payments by the Authority, if any.

32.3. Withdrawals during Concession Period

32.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) statutory payments, all Taxes due and payable by the Concessionaire for and in respect of the Project;
(b) Concession Fee due and payable to the Authority;
(c) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire under this Agreement; and
(d) balance, if any, in accordance with the instructions of the Concessionaire.

32.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 32.3.1, except with the prior written approval of the Authority.

32.4. Withdrawals upon Termination

32.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

(a) payroll dues and related statutory payments thereof, all Taxes due and payable by the Concessionaire for and in respect of the Project;
(b) outstanding Concession Fee;
(c) all other amounts which are outstanding to be paid by the Concessionaire to the Authority, as on the date of the Termination;
(d) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire; and
(e) balance, if any, in accordance with the instructions of the Concessionaire.

32.4.2. The provisions of this Article and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Article 32 have been discharged.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 33
INSURANCE

33.1. Insurance during Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured. For avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.

33.2. Insurance Cover

33.2.1 Without prejudice to the provisions contained in Clause 33.1, the Concessionaire shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:

(a) Loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;

(b) comprehensive third party liability insurance including injury to or death of personnel of the Authority or others who may enter the District Hospital;

(c) the Concessionaire's general liability arising out of the Concession;

(d) liability to third parties for goods or property damage;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (d) above.

33.3. Notice to the Authority

No later than [45 (forty five)] days prior to commencement of the Construction Period or the Operation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

proposes to effect and maintain in accordance with this Article 31. Within [30 (thirty)] days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure in Article 45 shall apply.

33.4. Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 31 shall be maintained with insurers on terms consistent with Good Industry Practice. Within [15 (fifteen)] days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least [45 (forty five)] days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

33.5. Remedy for failure to insure

If the Concessionaire fails to effect and keep in force all insurances which it is required to obtain pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire.

33.6. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 31 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, *inter alia*, the Authority, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

33.7. Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, *inter alia*, the Authority and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

33.8. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire and it shall notwithstanding anything to the contrary contained in this Agreement, apply such proceeds towards payment of Damages and balance remaining, if any, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement in the District Hospital, in accordance with the provisions contained in this behalf in the Financing Agreements.

33.9. Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 34
ACCOUNTS AND AUDIT

34.1. Audited accounts

34.1.1 The Concessionaire shall maintain books of accounts recording all its receipts (including the Revenues from provision of Healthcare Services, and all incomes derived or collected by it from or on account of the District Hospital and/or its use), income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. The Concessionaire shall provide [2 (two)] copies of its balance sheet, cash flow statement and profit and loss account, along with a report thereon by its Statutory Auditors, within [90 (ninety)] days of the close of the Accounting Year to which they pertain and such audited accounts, save and except where expressly provided to the contrary, shall form the basis of payments by either Party under this Agreement. The Authority shall have the right to inspect the Revenue records of the Concessionaire during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to the Authority only for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

34.1.2 The Concessionaire shall, within [30 (thirty)] days of the close of each quarter of an Accounting Year, furnish to the Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange

34.1.3 On or before the [31st (thirty-first)] day of May each year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on Revenues and such other information as the Authority may reasonably require.

34.2. Appointment of Auditors

34.2.1 The Concessionaire shall appoint and have during the subsistence of this Agreement as its Statutory Auditors, a firm having at least five practicing Chartered Accountants on its rolls. All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.

34.2.2 The Concessionaire may terminate the appointment of its Statutory Auditors after a notice of [45 (forty five)] days to the Authority, subject to the replacement Statutory Auditors being appointed in accordance with the Article 34.

34.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Authority

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

shall have the right but not the obligation, to appoint at its cost from time to time and at any time, another firm of Chartered Accountants (the "**Additional Auditors**") to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

34.3. Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.

34.4. Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may set-off any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 34.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Part V
FORCE MAJEURE AND TERMINATION

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 35
FORCE MAJEURE

35.1. Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 35.2, 35.3 and 35.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event: (a) is beyond the reasonable control of the Affected Party; and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice; and (c) has Material Adverse Effect on the Affected Party.

35.2. Non-Political Event

35.2.1 A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionisation radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of [24 (twenty four)] hours and an aggregate period exceeding [7 (seven)] days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 35.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any delay or failure of an overseas Contractor to deliver any critical equipment required for the Project and not available in India if such delay or failure is caused outside India by any event specified in Sub-Clause (a) above and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(e) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Applicable Permit; or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract; or (iii) enforcement of this Agreement; or (iv) exercise of any of its rights under this Agreement by the Authority;

(f) the discovery of geological conditions, toxic contamination or archaeological remains on the Project Site that could not reasonably have been expected to be discovered through an inspection of the Project Site; or

(g) any event or circumstances of a nature analogous to any of the foregoing.

35.3. Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, movement, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the construction or operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of [24 (twenty four)] hours and exceeding an aggregate period of [7 (seven)] days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents operation of the Project by the Concessionaire for an aggregate period exceeding [7 (seven)] days in an Accounting Year;

(e) failure of the Authority to permit the Concessionaire to continue the Development Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

(f) any failure or delay of a Contractor to the extent caused by an Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event; or

(h) any event or circumstances of any nature analogous to any of the foregoing.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

35.4. Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 42 and its effect, in financial terms, exceeds the sum specified in Clause 42.1;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorisation, no-objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorisation, no-objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

35.5. Duty to report Force Majeure Event

35.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 35 with evidence in support thereof;

(b) the estimated duration and effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

35.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than [7 (seven)] days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on performance of its obligations under this Agreement.

35.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required under Clause 35.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

35.6. Effect of Force Majeure Event on the Concession

35.6.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfilment of the Conditions Precedent, shall be extended by a period equal in length to the duration of the Force Majeure Event.

35.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

(a) before the Operations Date the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) after Operations Date, whereupon the Concessionaire is unable to provide the Healthcare Services despite making best efforts or it is directed by the Authority or any Government Instrumentality to suspend the aforesaid services during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period equal in length to the period during which the Concessionaire was prevented from providing the aforesaid services on account thereof; provided that in the event of reduction in the District Hospital services on account of partial suspension of services which cause the Gross Revenue to decline below [75% (seventy five per cent)] of the Average Daily Gross Revenue for the corresponding period over the preceding [2 (two) years], the Authority shall extend the Concession Period in proportion to the loss of such Gross Revenue due to Force Majeure. For avoidance of doubt, loss of [25% (twenty five per cent)] in Gross Revenue for [4 (four)] days as compared to the Average Daily Gross Revenue for the corresponding period during the preceding [2 (two) years] shall entitle the Concessionaire to the extension of [1 (one)] day in the Concession Period.

35.7. Allocation of costs arising out of Force Majeure

35.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

35.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire.

35.7.3 For avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Development Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Revenues from and all incomes derived or collected by it from or on account of the District Hospital and the Healthcare Services, or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

35.7.4. Save and except as expressly provided in this Article, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

35.8. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of [180 (one hundred and eighty)] days or more within a continuous period of [365 (three hundred and sixty five)] days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant [15 (fifteen)] days' time to the other Party to make a representation and may after the expiry

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

of such [15 (fifteen)] day period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

35.9. Termination Payment for Force Majeure Event

35.9.1 If Termination is on account of a Non-Political Event, the Authority shall not make any Termination Payment to the Concessionaire.

35.9.2 If Termination is on account of an Indirect Political Event, the Authority shall pay to the Concessionaire an amount equal to [100% (one hundred per cent)] of the Adjusted Depreciated Value of the Specified Assets, less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then [80% (eighty per cent)] of such unpaid claims shall be included in the computation of Termination Payment.

35.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 38.3.2 as if it were an Authority Default.

35.10. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure in accordance with Article 45; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

35.11. Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

35.12. Relief for Unforeseen Events

35.12.1 Upon occurrence of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the "**Unforeseen Event**"), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs, expense and Revenues of the District Hospital. Within [15 (fifteen)] days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and upon reaching agreement on occurrence thereof, deal with it in accordance with the provisions of this Clause 35.12.

35.12.2 Upon determination of the occurrence of an Unforeseen Event, the Parties shall make a reference to a conciliation tribunal which shall comprise 1 (one) member each to be nominated by both Parties from among persons who have been judges of a High Court and the conciliators so nominated shall choose a chairperson who has been a Judge of the Supreme Court or Chief Justice of a High Court.

35.12.3 The conciliation tribunal referred to in Clause 35.12.2 shall conduct its proceedings in accordance with the provisions of Article 45 as if it is an arbitration proceeding under that Article, save and except as provided in Clause 35.12.

35.12.4 The conciliation tribunal referred to in this Clause 35.12 shall conduct preliminary proceedings to satisfy itself that:

(a) an Unforeseen Event has occurred;

(b) the effects of such Unforeseen Event cannot be mitigated without a remedy or relief which is not contemplated in the Agreement; and

(c) the Unforeseen Event or its effects have not been caused by any Party by any act or omission or its part,

and if the conciliation tribunal is satisfied that each of the conditions specified hereinabove is fulfilled, it shall issue an order to this effect and conduct further proceedings under this Clause 35.12.

35.12.5. Upon completion of the conciliation proceedings referred to in this Clause 35.12, the conciliation tribunal may by a reasoned order make recommendations which shall be:

(a) based on a fair and transparent justification;

(b) no greater in scope than is necessary for mitigating the effects of the Unforeseen Event; and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(c) of no greater duration than is necessary for mitigating the effects of the Unforeseen Event; and

(d) quantified and restricted in terms of relief or remedy.

35.12.6 Within [15 (fifteen)] days of receiving the order referred to in Clause 35.12.5, the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the conciliation tribunal for mitigating the effects of the Unforeseen Event and to procure implementation of the obligations relating to the District Hospital in accordance with the provisions of this Agreement. In pursuance hereof, the Parties may enter into a Memorandum of Understanding (the "**MoU**") setting forth the agreement reached hereunder, and the terms of such MoU shall have the force and effect as if they form part of the Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 36
COMPENSATION FOR BREACH OF AGREEMENT

36.1. Compensation for default by the Concessionaire

Subject to the provisions of Clause 36.4, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within [30 (thirty)] days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 36.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

36.2. Compensation for default by the Authority

Subject to the provisions of Clause 36.4, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within [30 (thirty)] days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For avoidance of doubt, compensation payable may include interest payments on debt, O&M Expenses, any increase in capital costs on account of inflation and all other costs directly attributable to such material breach or default but shall not include loss on account of Revenues from the District Hospital and all incomes derived or collected by it from or on account of the District Hospital, debt repayment obligations, or other consequential losses, and for determining such compensation, information contained in the Financial Package may be relied upon to the extent it is relevant.

36.3. Extension of Concession Period

Subject to the provisions of Clause 36.4, in the event that a material breach or default of this Agreement set forth in Clause 36.2 causes delay in achieving Operations Date or leads to reduction in the realisation of Gross Revenues, as the case may be, the Authority shall, in addition to payment of compensation under Clause 36.2, extend the Concession Period, such extension being equal in duration to the period by which Operations Date was delayed or Gross Revenue was reduced on account thereof, as the case may be; and in the event of reduction in Gross Revenue to decline below [75% (seventy five per cent)] of the Average Daily Gross Revenue for the corresponding period during the preceding [2 (two)] years, the Authority shall, in addition to payment of compensation hereunder, extend the Concession Period in proportion to the loss of Gross Revenue. For avoidance of doubt, loss of [25% (twenty five per cent)] in realisation of Gross Revenue for [4 (four)] days, as compared to the Average Daily

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Gross Revenue for the corresponding period during the preceding [2 (two)] years shall entitle the Concessionaire to extension of [1 (one)] day in the Concession Period.

36.4. Compensation to be in addition

Compensation payable under this Article 36 shall be in addition to, and without prejudice to, the other rights and remedies of the Parties under this Agreement including Termination thereof.

36.5. Mitigation of costs and damage

The non-defaulting Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of the Agreement by the other Party.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3563413/2022/IDD-PPP-CELL

Article 37
SUSPENSION OF CONCESSIONAIRE'S RIGHTS

37.1. Suspension upon Concessionaire Default

Upon occurrence of Concessionaire Default, the Authority shall be entitled, subject to Applicable Laws and without prejudice to its other rights and remedies under this Agreement including its right of Termination hereunder, to (a) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to receive any Revenues from the District Hospital and all other incomes received by it from or on account of the District Hospital pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorised any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding [180 (one hundred and eighty)] days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lender's Representative, the Authority shall extend the aforesaid [180 (one hundred and eighty)] days by a further period not exceeding [90 (ninety)] days.

37.2. Authority to act on behalf of Concessionaire

37.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Revenues under and in accordance with this Agreement, and deposit the same in the Escrow Account. The Authority shall be entitled to make withdrawals from the Escrow Account for meeting the O&M Expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension.

37.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Concessionaire in accordance with the provisions of this Agreement shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or take for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period. The Concessionaire hereby licenses and sub-licenses respectively, the Authority or any other person authorised by it to use during Suspension, all Intellectual Property belonging to or licensed to the Concessionaire with respect to the District Hospital and their design, engineering, construction, operation and maintenance and which is used or created by the Concessionaire in performing its obligations under this Agreement.

37.3. Revocation of Suspension

37.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding [90 (ninety)] days from the date of Suspension, it shall

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

revoke the suspension forthwith and restore all rights of the Concessionaire under this Agreement. For avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

37.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding [90 (ninety)] days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

37.4. Substitution of Concessionaire

At anytime during the period of Suspension, the Lenders' Representative, on behalf of the Senior Lenders, shall be entitled to substitute the Concessionaire under an and in accordance with the Substitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative, the Authority shall withhold Termination for a period not exceeding [180 (one hundred and eighty)] days from the date of Suspension, and any extension thereof under Clause 37.1, for enabling the Lenders' Representative to exercise its rights of substitution on behalf of the Senior Lenders.

37.5. Termination

37.5.1 At any time during the period of Suspension under this Article 37, the Concessionaire may by notice request the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake the substitution in accordance with the provisions of this Agreement and within the period specified in Clause 37.4, the Authority shall, within [15 (fifteen)] days of receipt of such notice, terminate this Agreement under and in accordance with Article 37 as if it is a Concessionaire Default under Clause 37.1.

37.5.2. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within [180 (one hundred and eighty)] days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 37.1, this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, *mutatis mutandis*, to such Termination as if a termination Notice had been issued by the Authority upon occurrence of Concessionaire Default.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 38
TERMINATION

38.1. Termination for Concessionaire Default

38.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within a Cure Period of [60 (sixty)] days, the Concessionaire shall be deemed to be in default of the Agreement (the "**Concessionaire Default**"), unless the default has occurred as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:

(a) The Performance Security has been encashed and appropriated in accordance with Clause 9.2 and the Concessionaire fails to replenish or provide fresh Performance Security within a Cure Period of [15 (fifteen)] days;

(b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, or cure of the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated, within a Cure Period of [120 (one hundred and twenty)] days;

(c) the Concessionaire does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule G and continues to be in default for [90 (ninety)] days;

(d) the Concessionaire abandons or manifests intension to abandon the development or operation of the Medical College and the District Hospital without the prior written consent of the Authority;

(e) the Operations Date does not occur on or before the Scheduled Completion Date;

(f) the Concessionaire is in breach of the Maintenance Requirements or the Safety Requirements, as the case may be;

(g) the Concessionaire has failed to make any payment to the Authority including the Concession Fee within the period specified in this Agreement;

(h) upon occurrence of a Financial Default, the Lender's Representative has by notice required the Authority to undertake Suspension or Termination, as the case may be, in accordance with the Substitution Agreement and the Concessionaire fails to cure the default within the Cure Period specified hereinabove;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(i) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(j) the Concessionaire creates any Encumbrance in breach of this Agreement;

(k) the Concessionaire repudiates this Agreement or otherwise takes an action or evidences or conveys an intention not to be bound by the Agreement;

(k) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(l) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(m) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(n) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(o) the Concessionaire has been, or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect: provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements; and provided that:

(i) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

(iii) each of the Project Agreements remain in full force and effect.

(p) occurrence of any Insolvency Event;

(q) any representation or warranty of the Concessionaire herein contained which is,

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof;

(r) the Concessionaire submits to the Authority any statement, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

(s) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;

(t) the Concessionaire issues Termination Notice in violation of the provisions of this Agreement; or

(u) the Concessionaire commits a default in complying with any other provisions of this Agreement if such default causes or may cause a Material Adverse Effect on the Authority.

38.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant [15 (fifteen)] days to the Concessionaire to make a representation, and may after the expiry of such [15 (fifteen)] days, whether or not it is in receipt of such representation, issue the Termination Notice, subject to the provisions of Clause 38.3.3.

38.1.3 The Authority shall, if there are Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 38.1.2 to inform the Lenders' Representative and grant [15 (fifteen)] days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the Substitution Agreement. In the event the Authority receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding [180 (one hundred and eighty)] days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Senior Lenders' right of substitution in accordance with the Substitution Agreement.

38.1.4. Provided that the Lenders' Representative may, instead of exercising the Senior Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of [180 (one hundred and eighty)] days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire: Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of [180 (one hundred and eighty)] days by such further period not

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

exceeding [90 (ninety)] days, as the Authority may deem appropriate.

38.2. Termination for Authority Default

38.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of [90 (ninety)] days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "**Authority Default**") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include:

(a) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(b) the Authority has failed to make any payment due to the Concessionaire, and the Concessionaire is unable to recover any unpaid amounts through the adjustment in the Concession Fee payable by it to the Authority;

(d) [the Authority fails to provide land for Site for Medical College][36];

(e) The Authority fails to handover the District Hospital in accordance with Article 11; or

(f) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be abound by this Agreement.

38.2.2 Without prejudice to any other right or remedy which the Concessionaire may have under this Agreement, upon occurrence of a Authority Default, the Concessionaire shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant [15 (fifteen)] days to the Authority to make a representation, and may after the expiry of such [15 (fifteen)] days, whether or not it is in receipt of such representation, issue the Termination Notice.

38.3. Termination Payment

38.3.1 Upon Termination on account of a Concessionaire Default the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to [70% (seventy per cent)] of the Adjusted Depreciated Value of the Specified Assets less Insurance Cover.

[36] To be included in the event the land for the Site for Medical College is being provide by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

38.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to [130% (one hundred and thirty per cent)] of the Adjusted Depreciated Value of the Specified Assets.

38.3.3 Termination Payment shall become due and payable to the Concessionaire within [15 (fifteen)] days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to [3% (three per cent) above the Bank Rate] on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed [90 (ninety)] days. For avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

38.3.4 The Concessionaire expressly agrees that Termination Payment under this Article 38 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

38.4. Other rights and obligations of the Authority

38.4.1 Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the District Hospital forthwith;
(b) take possession and control of all materials, stores, implements, construction plants and Equipment on or about the District Hospital;
(c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering the District Hospital;
(d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 40.1; and
(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

38.5. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Article 38, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 39
DIVESTMENT OF RIGHTS AND INTEREST

39.1. Divestment Requirements

39.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) notify to the Authority forthwith the location and particulars of all assets forming part of the District Hospital;

(b) deliver forthwith the actual or constructive possession of the District Hospital free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;

(c) cure the District Hospital of all defects and deficiencies so that the District Hospital is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, the District Hospital shall be handed over on an as is where is basis after bringing them to a safe condition;

(d) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the District Hospital and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete as built Drawings as on the Expiry Date.

(e) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws pertaining to the District Hospital; and

(f) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights of the Concessionaire in the District Hospital.

39.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Concessionaire, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the giving of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

39.1.3 Upon Termination, the Authority may continue the affiliation of the Medical College to the District Hospital, subject to mutual agreement between the Parties and in accordance with Applicable Laws.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

39.2. Inspection and cure

Not earlier than [90 (ninety)] days prior to Termination but not later than [15 (fifteen)] days prior to the effective date of such Termination, the Independent Expert shall verify, after giving due notice to the Concessionaire specifying the time, date and venue of such verification and/or inspection of the District Hospital, compliance by the Concessionaire with the Maintenance Requirements of the District Hospital, and if required, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose. Defaults, if any, in the Maintenance Requirements of the District Hospital shall be cured by the Concessionaire at its cost in relation to curing of defects or deficiencies under this Article 39.

39.3. Cooperation and assistance on transfer of District Hospital

(a) The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the District Hospital in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site for District Hospital.

(b) The Parties shall provide to each other, [9 (nine) months] prior to the Expiry Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the District Hospital following the Expiry Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the District Hospital until the expiry of [6 (six) months] after the Expiry Date.

(c) The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value, determined by a reputed firm mutually agreed upon and appointed by the Parties, and free from any encumbrance all or any part of District Hospital but which does not form part of the assets specified in Clause 39.1.1 and is reasonably required in connection with operation of the District Hospital. For avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure in Article 45 shall apply.

39.4. Vesting Certificate

The divestment of all rights, title and interest in the District Hospital shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in **Schedule N** (the "**Vesting Certificate**"), which

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

shall have the effect of constituting evidence of divestment by the Concessionaire of all of its rights in the District Hospital, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the District Hospital on the footing that all Divestment Requirements have been complied with by the Concessionaire.

39.5. Divestment costs

39.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights in the District Hospital in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such divestment shall be borne by the Authority.

39.5.2 In the event of any dispute relating to matters covered by and under this Article, the Dispute Resolution Procedure in Article 45 shall apply.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 40
DEFECTS LIABILITY AFTER TERMINATION

40.1. Liability for Defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the District Hospital for a period of [120 (one hundred and twenty)] days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Expert in the District Hospital during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of [15 (fifteen)] days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the District Hospital conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within [15 (fifteen)] days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 40.2 or from the Performance Guarantee provided thereunder. For avoidance of doubt, the provisions of this Article 38 shall not apply if Termination occurs prior to Operations Date.

40.2. Inspection by Independent Expert

40.2.1 Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 40.2.3, a sum equal to the average of [monthly Gross Revenue] during the year immediately preceding the Expiry Date shall be retained in the Escrow Account for a period of [180 (one hundred and eighty)] days after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 40.1.

40.2.2 Without prejudice to the provisions of Clause 40.2.1, the Independent Expert shall carry out an inspection of the District Hospital at any time between [210 (two hundred and ten)] and [180 (one hundred and eighty)] days prior to the Termination and if it recommends that the status of the District Hospital is such that the sum larger than the amount stipulated in Clause 40.2.1 should be retained in Escrow Account and for a period longer than the aforesaid [180 (one hundred and eighty)] days, the amount recommended by the Independent Expert shall be retained in the Escrow Account for the period specified by it.

40.2.3 The Concessionaire may, for the performance of its obligations under this Article 38, provide to the Authority a guarantee from a Bank for a sum equivalent to the amount determined under Clause 40.2.1 or Clause 40.2.2. as the case may be, and for the period specified therein, substantially in the form set forth in Schedule F (the "**Performance Guarantee**"), to be modified, *mutatis-mutandis*, for this purpose, and the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or rectification at the Concessionaire's risk and cost in accordance with the provisions of this Article 40. Upon furnishing of the Performance Guarantee under this Clause 40.2.3, the retention of funds in Escrow Agreement in terms of Clause 40.2.1 or 40.2.2, as the case may be, shall be dispensed with.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Part VI
OTHER PROVISIONS

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 41
ASSIGNMENT AND CHARGES

41.1. Restrictions on assignment and charges

41.1.1 Subject to Clauses 41.2 and 41.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

41.1.2 Subject to the provisions of Clause 41.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

41.2. Permitted assignment and charges

41.2.1 The restraints set forth in Clause 41.1 shall not apply to:

(a) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the District Hospital or liens or encumbrances required by any Applicable Law;

(b) mortgages, pledges or hypothecation of goods or assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the District Hospital, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the District Hospital; and

(c) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, to the extent covered by and in accordance with the Substitution Agreement as security for financing provided by Senior Lenders under the Financing Agreements.

41.2.2. The Concessionaire shall not, directly or indirectly, transfer, mortgage, pledge, assign, hypothecate, encumber, let or sub-let or part with the occupation of the District Hospital or any part thereof and/or the benefits arising out of this Agreement or any part thereof in any manner whatsoever to any person, without the prior written consent of the Authority. The Concessionaire may permit or sub-let any third party to operate permissible activities in the District Hospital such as offices, restaurant, coffee shops, or any other facilities within the Site for District Hospital for a period that shall be coterminous with or, less than the Concession Period and upon expiry of the Concession Period or Termination of the Agreement, all such permissions granted to third parties

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

to operate or maintain any facilities or amenities as aforesaid shall automatically cease and terminate forthwith.

41.3. Substitution Agreement

41.3.1 Lenders' Representative, on behalf of Senior Lenders, may exercise the right to substitute the Concessionaire pursuant to the agreement for substitution of the Concessionaire (the "**Substitution Agreement**") to be entered into amongst the Concessionaire, the Authority and the Lenders' Representative, on behalf of Senior Lenders, substantially in the form set forth in **Schedule O**.

41.3.2. Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of [120 (one hundred and twenty)] days to the Concessionaire for curing such breach.

41.4. Assignment by the Authority

41.4.1 Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving [60 (sixty)] days' notice to the Concessionaire, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

41.4.2. Any assignment under this Article 41 shall be subject to the approvals and consents required therefore under Applicable Laws. Provided, however, that the grant of any consent or approval under Applicable Laws shall not oblige the Authority to grant its approval to such assignment, save and except as provided herein.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 42
CHANGE IN LAW

42.1. Increase in costs

42.1.1 If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds [Rs. 1 crore (Rupees one crore)][37] in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable, but no later than [30 (thirty)] days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

42.1.2 Provided that if no agreement is reached within [90 (ninety)] days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within [15 (fifteen)] days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure in accordance with Article 45. For avoidance of doubt, it is agreed that this Clause 42.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

42.2. Reduction in costs

42.2.1 If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds [Rs. 25 lakh (Rupees twenty-five lakh)] in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable, but no later than [30 (thirty)] days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

42.2.2 Provided that if no agreement is reached within [90 (ninety)] days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that

[37] This amount may, in the discretion of the Authority, be suitably increased, but in no case exceeding an amount of Rs. 1 Crore (Indian Rupees One Crore) for every Rs. 500 cr. (Indian Rupees Five Hundred Crores) of Total Project Cost. A similar modification should also be made in Clause 42.2.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within [15 (fifteen)] days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure in accordance with Article 45. For avoidance of doubt, it is agreed that this Clause 42.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.

42.3. Protection of NPV

Pursuant to the provisions of Clause 42.1 and 42.2 for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall endeavour to establish a net present value (the "**NPV**") of the net cash flow and make necessary adjustments in costs, Revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred. For avoidance of doubt, the Parties expressly agree that for determination of NPV, the discount rate to be used shall be equal to the weighted average rate of interest at which the Concessionaire has raised the debt under its Financing Agreements.

42.4. Restriction on cash compensation

The Parties acknowledge and agree that the demand for cash compensation under this Article 42 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than [2 (two)] years from the close of such Accounting Year.

42.5. No claim in the event of recovery from Users

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users for and in respect of the services utilised by such Users.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 43
LIABILITY AND INDEMNITY

43.1. General indemnity

43.1.1 The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Authority owned and/or controlled entities or enterprises, (the "**Authority Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or to any User or from any act and/or omission by the Concessionaire arising out of gross negligence, fraud or wilful misconduct resulting in any harm, loss, damage, bodily injury or sickness to a person or harm, loss or damage to any property, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

43.1.2. The Authority shall indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of: (i) [defect in title and/or the rights of the Authority in the land comprised in the Project Site][38]/ [defect in title and/or the rights of the Authority in the land comprised in the Site for District Hospital][39]; and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, Affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

43.2. Indemnity by the Concessionaire

43.2.1 Without limiting the generality of Clause 43.1 the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of Taxes required to be made by the Concessionaire in respect of the

[38] To be included in the event the Site for Medical College is being provided by the Authority.
[39] To be included in the event the Site for Medical College is being procured by the Concessionaire.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

income or other Taxes of the Contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its Contractors which are payable by the Concessionaire or any of its Contractors;

(d) its omissions or acts of fraud, gross negligence and wilful misconduct;

(e) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or

(f) loss of or physical damage to property of the Authority or any third party caused by, arising out of or in connection with the performance of this Agreement.

43.2.2 Without limiting the generality of the provisions of this Article 43, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other Intellectual Property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the District Hospital. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Concessionaire shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the District Hospital, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Concessionaire shall promptly make every reasonable effort to secure for the Authority a license, at no cost to the Authority, authorising continued use of the infringing work. If the Concessionaire is unable to secure such license within a reasonable time, the Concessionaire shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process or modify the same so that it becomes non-infringing.

43.3. Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 43 (the "**Indemnified Party**") it shall notify the other Party (the "**Indemnifying Party**") within [15 (fifteen)] days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

43.4. Defense of claims

43.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

43.4.2 If the Indemnifying Party has exercised its rights under Clause 43.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

43.4.3 If the Indemnifying Party exercises its rights under Clause 43.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

(a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party;

(b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action;

(c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or

(d) the Indemnified Party shall have reasonably concluded and specifically notified

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the Indemnifying Party either:

(i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or

(ii) that such claim, action, suit or proceeding involves or could have a Material Adverse Effect upon it beyond the scope of this Agreement:

Provided that if Sub-Clauses (b) (c) or (d) of this Clause 43.4 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

43.5. No consequential claims

Notwithstanding anything to the contrary contained in this Article 43, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

43.6. Limitation of Liability

43.6.1 Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed Total Project Cost. For avoidance of doubt, the limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to:

(a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and wilful misconduct;

(b) breach of any Applicable Laws or any Applicable Permits;

(c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire;

(d) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or

(e) any loss of or physical damage to property of the Authority or any third party caused by, arising out of or in connection with the performance of this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

43.7. Survival on Termination

The provisions of this Article 43 shall survive Termination.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 44
RIGHTS TO THE PROJECT SITE

44.1. Rights to the Project Site

For the purpose of this Agreement, the Concessionaire shall have rights to use the Project Site [/Site for District Hospital][40] in accordance with this Agreement and to this end, it may regulate the entry and use of the District Hospital by third parties in accordance with and subject to the provisions of this Agreement.

44.2. Access rights of the Authority and others

44.2.1 The Concessionaire shall allow free access to the Project Site [/Site for District Hospital][41] at all times to the Authority Representatives, Senior Lenders, the Independent Engineer/Independent Expert, and to the persons duly authorised by any Government Instrumentality to inspect the Project and to investigate any matter within their authority, and upon reasonable notice, the Concessionaire shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

44.2.2 The Concessionaire shall, for the purpose of operation and maintenance of any utility or road specified in Article 12 allow free access to the Project Site [/Site for District Hospital][42] at all times for the authorised persons and vehicles of the relevant Government Instrumentality.

44.3. Property taxes

All property taxes with respect to the Project Site shall be payable by the Authority as owner of the Project Site; provided, however, that any such taxes payable by the Concessionaire under Applicable Laws for use of the Project Site including taxes relating to the buildings constructed on the Project Site shall not be reimbursed or payable by the Authority. The Parties agree that stamp duties, if any, due and payable on the grant of [lease rent] comprising the Agreement shall be paid by the Concessionaire which shall be reimbursed by the Authority within [15 (fifteen)] days of receiving the demand thereof.][43]

[44.3 Property taxes

All property taxes with respect to the Site for Medical College shall be payable by the Concessionaire as owner of the Site for Medical College and in respect of the Site for District Hospital shall be payable by the Authority as owner of the Site for District Hospital; provided, however, that any such taxes payable by the Concessionaire under

[40] To be included in the event the Site for Medical College is being procured by the Concessionaire.
[41] To be included in the event the Site for Medical College is being procured by the Concessionaire.
[42] To be included in the event the Site for Medical College is being procured by the Concessionaire.
[43] To be included in the event the Site for Medical College is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Applicable Laws for use of the Site for District Hospital including taxes relating to the additional buildings constructed on the Site for District Hospital shall not be reimbursed or payable by the Authority. The Parties agree that stamp duties, if any, due and payable on the grant of [leave and license] comprising the Agreement shall be paid by the Concessionaire which shall be reimbursed by the Authority within [15 (fifteen)] days of receiving the demand thereof.][44]

44.4. Restriction on sub-letting

The Concessionaire shall not sub-lease, sub-license or sub-let the whole or any part of the Project Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Concessionaire to appoint Contractors for the performance of its obligations hereunder including for development, operation and maintenance of all or any part of the Project.

[44] To be included in the event the Site for Medical College is being procured by the Concessionaire.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 45
DISPUTE RESOLUTION

45.1. Dispute resolution

(a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 45.2.

(b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

45.2. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer or the Independent Expert, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or the Independent Expert or without the intervention of the Independent Engineer or the Independent Expert, as the case may be, either Party may require such Dispute to be referred to Principal Secretary to the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the [7 (seven)] day period or the Dispute is not amicably settled within [15 (fifteen)] days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within [30 (thirty)] days of the notice in writing referred to in Clause 45.1 (a) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 45.3.

45.3. Arbitration

(a) Any Dispute which is not resolved amicably by conciliation, as provided in Clause 45.2, shall be finally decided by reference to arbitration by a board of arbitrators appointed in accordance with Clause 45.3 (b). Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi, or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be [***], and the language of arbitration proceedings shall be English.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(b) There shall be a board of three arbitrators, of whom each Party shall appoint one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi.

(c) The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Article 45 shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

(d) The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

(e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

45.4. Adjudication by Regulatory Authority or Commission

In the event of constitution of a statutory regulatory authority or commission with powers to adjudicate upon disputes between the Concessionaire and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 45.3, be adjudicated upon by such regulatory authority or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 46
DISCLOSURE

46.1. Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Agreement (hereinafter collectively referred to as the "**Specified Documents**"), free of charge, during normal business hours on all working days at the Concessionaire's registered office, the District Hospital. The Concessionaire shall prominently display at the District Hospital, public notices stating the availability of the Specified Documents for such inspection and shall provide copies of the same to any person upon payment of copying charges on a no profit no loss basis.

46.2. Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documents and data relating to safety of the District Hospital, free of charge, during normal business hours on all working days, at the Concessionaire's registered office. The Concessionaire shall make copies of the same available to any person upon payment of copying charges on a no profit no loss basis.

46.3. Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 46.1 and 46.2, the Authority shall be entitled to direct the Concessionaire, from time to time, to withhold the disclosure of Protected Documents (as defined herein below) to any person in pursuance of the aforesaid Articles.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents or documents referred to in Clauses 46.1 and 46.2, or portions thereof, the disclosure of which the Authority is entitled to withhold under the provisions of the Right to Information Act, 2005.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 47
REDRESSAL OF PUBLIC GRIEVANCES

47.1. Complaints Register

(a) The Concessionaire shall maintain a public relations office at the District Hospital where it shall keep a register (the "**Complaint Register**") open to public access at all times for recording of complaints by any person (the "**Complainant**"), and information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the District Hospital and its website so as to bring it to the attention of all Users.

(b) The Complaint Register shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

(c) Without prejudice to the provisions of Clause 47.1 (a) and (b), the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

47.2. Redressal of complaints

(a) The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.

(b) Within [7 (seven)] days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Expert a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 48
MISCELLANEOUS

48.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at [***] shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

48.2. Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or Award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

48.3. Depreciation and interest

(a) For the purposes of depreciation under the Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project Assets shall be deemed to be acquired and owned by the Concessionaire. For avoidance of doubt, the Authority shall not in any manner be liable in respect of any claims for depreciation to be made by the Concessionaire under the Applicable Laws.

(b) Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rates.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

48.4. Delayed payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within [30 (thirty)] days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to [5% (five per cent)] above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

48.5. Waiver

(a) Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

(ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

48.6. Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the Authority or the Independent Engineer or the Independent Expert, as the case may be, of any Project Agreement, Document or Drawing submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the District Hospital nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(b) the Authority shall not be liable to the Concessionaire by reason of any review, comment, approval, observation or inspection referred to in Sub-Clause (a) above.

48.7. Exclusion of implied warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied by law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

48.8. Survival

Termination shall:

(a) not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

All obligations surviving Termination shall only survive for a period of [3 (three) years] following the date of such Termination.

48.9. Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the RFP, shall be deemed to form part of this Agreement and treated as such.

48.10. Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth in Article 45 or otherwise.

48.11. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

48.12. Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

48.13. Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

48.14. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-Clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e- mail to the number as the Concessionaire may from time to time designate by notice to the Authority.

{Name:
Designation:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Address:
Fax No:
Email:}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in the same city as the Authority, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Name:
Designation:
Address:
Fax No:
Email:}; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other eases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

48.15. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

48.16. Confidentiality

(a) Each Party shall keep the Confidential Information confidential and shall not disclose the same to any other person without the prior written consent of the other Party.

(b) Sub-Clause (a) shall not apply in the following circumstances:

(i) any disclosure required by Applicable Laws or in respect of information already in the public domain;
(ii) any disclosure required by any applicable stock exchange listing rule; and
(iii) disclosure to under a Financing Agreement, to the extent required for the purposes of raising funds or maintaining compliance with credit

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

arrangements.

(c) Either Party shall have the right to disclose Confidential Information pursuant to this Agreement or otherwise to the extent required to its personnel and consultants, including technical and legal consultants. Such personnel and/or consultants shall agree and undertake to keep such information disclosed as confidential.

(d) In the event a disclosure is required by Applicable Law, upon reasonable request by the non-disclosing Party, the disclosing Party shall use all reasonable efforts and co-operate with other Party's efforts to obtain confidential treatment of material so disclosed.

(e) Each Party shall utilise the same degree of care to preserve and protect the other Party's Confidential Information from disclosure that they use to protect their own Confidential Information, which shall not be less than reasonable care.

(f) Confidential Information disclosed shall be and remain the property of the disclosing Party. The obligations of the Parties to protect Confidential Information shall survive [3 (three) years] from Termination.

48.17. Stamp Duty

Any stamp duty, registration charges or other fees, Taxes or charges of any kind whatsoever pertaining to the execution of this Agreement shall be borne by the Authority.

48.18. Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Article 49
DEFINITIONS

49.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Accounting Year**" shall mean the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"**Additional Auditors**" shall have the meaning set forth in Clause 34.2.3;

"**Adjusted Depreciated Value**" shall mean the amount arrived at after adjusting the depreciated book value of an asset (as stated in the books of account of the Concessionaire, save and except, in the case of buildings and permanent structures where the depreciated book value shall be determined by applying an annual depreciation rate of [_____][45] based on the written down value method) to reflect the variation occurring in the WPI between the date of purchase thereof and the Expiry Date;

"**Affected Party**" shall have the meaning set forth in Clause 35.1;

"**Agreement**" shall mean this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"**Ancillary Facilities**" shall have the meaning set forth in Clause 3.1.3;

"**Appendix**" shall have the meaning set forth in Clause 10.3.1;

"**Appendix for District Hospital**" shall have the meaning set forth in Clause 11.3.1;

"**Applicable Laws**" shall mean all laws and regulations brought into force and effect by GOI or the [UT Administration/State Government] or the NMC or the MCI including the MCI Norms, rules, regulations, notifications, directives, policies and office memorandums, made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on or before the Bid Date;

"**Applicable Permits**" shall mean all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or

[45] To be filled in on a Project specific basis.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

maintained under Applicable Laws in connection with the development, construction, operation and maintenance of the Project during the subsistence of this Agreement and upon termination, the transfer of the District Hospital to the Authority;

"**Appointed Date**" shall mean the date on which the Conditions Precedent are either satisfied and/or waived in accordance with the terms of this Agreement, and shall be deemed to be the date of commencement of the Concession Period;

"**Arbitration Act**" shall mean the Arbitration and Conciliation Act, 1996 and shall include amendments, modifications to or any re-enactment thereof, as in force from time to time;

"**Associate**" or "**Affiliate**" shall mean, in relation to either Party {and/or Consortium Members}, a person who controls, is controlled by, or is under the common control with such Party {or Consortium Member} (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);

"**Authority**" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"**Authority Default**" shall have the meaning set forth in Clause 38.2.1;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 43.1.1;

"**Authority Representative**" shall mean such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;

"**Authorisation Certificate**" shall have the meaning set forth in Clause 22.2.1;

"**Average Daily Gross Revenue**" shall mean the average daily Gross Revenue determined upon division of the annual Gross Revenue of the preceding Accounting Year by 365 (three hundred and sixty five), and increasing the quotient thereof by [5% (five per cent)]; provided that the Average Daily Gross Revenue for any period prior to completion of the first Accounting Year following the Operations Date shall be simple average of the Gross Revenue realised with respect to every day during the period between the Operations Date and the last day of the month preceding the date on which the event requiring calculation hereof occurred;

"**Award**" shall have the meaning set forth in Clause 45.3(c);

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Bank**" shall mean a bank incorporated in India and having a minimum net worth of [Rs 1,000 crore (Rupees one thousand crore)] or any other bank acceptable to the senior Lenders, but does not include a bank in which the Senior Lender has an interest;

"**Bank Rate**" shall mean the rate of annual interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect;

"**Bid**" shall have the meaning set forth in Recital B and means the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof;

"**Bid Date**" shall mean the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposal;

"**Bid Security**" shall mean the security provided by the Selected Bidder to the Authority along with the Bid in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"**Board of Directors**" shall mean the board of directors of the Concessionaire;

"**Change in Law**" shall mean the occurrence of any of the following after the date of Bid:

(a) the enactment of any new Indian law as applicable to the District Hospital;

(b) the repeal, modification or re-enactment of any existing Applicable Law;

(c) the commencement of any Indian law which has not entered into effect until the Bid Date;

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or

(e) any change in the rates of any of the Taxes that have a direct effect on the District Hospital;

"**Change in Ownership**" shall mean a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {existing promoters/selected bidder/Consortium Members}, together with {its/their} Associates in the total equity to decline below (i) [51% (fifty one per cent)] at any time prior during the Construction Period and until the expiry of

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the [2nd (second)] anniversary of the Operations Date; (ii) the shareholding of each the financial member of the Consortium declines below [26% (twenty six per cent)] until the expiry of the 2nd (second) anniversary of the Operations Date; and (iii) [26% (twenty six per cent)] thereof, or such lower proportion as may be permitted by the Authority during the remaining Concession Period; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be) in the proportion of the equity holding of {existing promoters/Selected Bidder/ any Consortium Member} to the total equity, if it occurs prior to the 2nd (second) anniversary of the Operations Date, shall constitute Change in Ownership;

"**Change of Scope**" shall have the meaning set forth in Clause 17.1;

"**Change of Scope Notice**" shall have the meaning set forth in Clause 17.2;

"**Change of Scope Order**" shall have the meaning set forth in Clause 17.2.3;

"**Chief Medical Officer**" shall have the meaning set forth in Clause 18.8.1;

"**Companies Act**" shall mean, as applicable, the Companies Act, 1956 and the Companies Act, 2013 as amended from time to time;

"**Casualty Medical Officer**" shall have the meaning set forth in Clause 18.8.3;

"**Completion Certificate**" shall have the meaning set forth in Clause 15.2.2 (a);

"**Complainant**" shall have the meaning set forth in Clause 47.1(a);

"**Complaint Register**" shall have the meaning set forth in Clause 47.1(a);

"**Concession**" shall have the meaning set forth in Clause 3.1;

"**Concessionaire**" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"**Concessionaire Default**" shall have the meaning set forth in Clause 38.1.1;

"**Concession Fee**" shall have the meaning set forth in Clause 30.1;

"**Concession Period**" shall have the meaning set forth in Clause 3.2;

"**Conditions Precedent**" shall have the meaning set forth in Clause 4.1.1;

"**Consortium**" shall have the meaning as set forth in Recital B;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

{"**Consortium Member** or **Member**" shall mean a company specified in Recital B as a member of the Consortium;}

"**Construction Period**" shall mean the period beginning from the Appointed Date and ending on the Commercial Operations Date and subject to the provisions of this Agreement, which shall be a period of [3 (three) years] from the Appointed Date,

"**Contractor**" shall mean the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contracts, the O&M Contracts, or any other material agreement for the construction, operation and/or maintenance of the District Hospital or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"**Covenant**" shall have the meaning set forth in Clause 5.2.5;

"**CPI (IW)**" shall mean the consumer price index for industrial workers as published by the Labour Bureau, Government of India and shall include any index which substitutes the CPI (IW) and any reference to CPI (IW) shall unless the context otherwise require, be construed as a reference to CPI (IW) published for the period ending with the preceding quarter;

"**Cure Period**" shall mean the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;

(b) not relieve any Party from liability to pay damages or compensation under the provisions of this Agreement; and

(c) not in any way be extended by any period of Suspension under this Agreement;

provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority or the Independent Engineer or the Independent Expert, as the case may be, hereunder, the applicable Cure Period shall be extended by the period taken by the Authority or the Independent Engineer or the Independent Expert, as the case may be, after the receipt of the relevant information to accord their approval;

"**Damages**" shall have the meaning set forth in Clause 1.2.1 (w);

"**Deemed Completion Certificate**" shall have the meaning set forth in Clause 15.3;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Deemed Performance Security**" shall have the meaning as set forth in Clause 9.4;

"**Designated Person**" shall have the meaning as set forth in Clause 23.6.2;

"**Development Obligations**" shall have the meaning set forth in Clause 13.3.1 and shall mean the investment of [100% (one hundred per cent)] of the Total Project Cost of the District Hospital;

"**Development Works**" shall mean all construction works and things necessary to complete the Development Obligation, if applicable in accordance with this Agreement;

"**Dispute**" shall have the meaning set forth in Clause 45.1(a);

"**Dispute Resolution Procedure**" shall mean the procedure for resolution of Disputes set forth in Article 45;

"**District Hospital**" shall have the meaning set forth in Recital A;

"**Divestment Requirements**" shall mean the obligations of the Concessionaire for and in respect of Termination as set forth in Article 39;

"**Document**" or "**Documentation**" shall mean documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"**Drawings**" shall mean all of the drawings, calculations and documents pertaining to the District Hospital as set forth in Schedule D, and shall include as built drawings of the District Hospital;

"**EPC Contract**" shall mean the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more EPC Contractors for, *inter alia*, engineering and construction of the District Hospital in accordance with the provisions of this Agreement;

"**EPC Contractor**" shall mean the person with whom the Concessionaire has entered into an EPC Contract;

"**Emergency**" shall mean a condition or situation that is likely to endanger the security of the individuals on or about the District Hospital, including Users thereof, or which poses an immediate threat of material damage to any Project Assets;

"**Encumbrances**" shall mean, in relation to the District Hospital, any encumbrances

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the District Hospital, where applicable herein but excluding utilities referred to in Clause 12.1;

"**Equipment**" shall mean all equipment required to carry out the obligations under this Agreement for the District Hospital;

"**Equity Support**" shall have the meaning set forth in Clause 29.2.1;

"**Escrow Account**" shall mean an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Escrow Agreement**" shall have the meaning set forth in Clause 32.1.2;

"**Escrow Bank**" shall have the meaning set forth in Clause 32.1.1;

"**Execution Date**" shall mean the date on which this Agreement is executed by the Parties;

"**Expiry Date**" shall mean the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"**Financial Default**" shall have the meaning set forth in Schedule O;

"**Financial Package**" shall mean the financing package indicating the total capital cost of the District Hospital and the means of financing thereof, as approved by the Senior Lenders, and includes equity and all financial assistance specified in the Financing Agreements;

"**Financial Year**" shall mean a year commencing on 1st April of a calendar year and ending on 31st March of the immediately succeeding calendar year;

"**Financing Agreements**" shall mean the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the project cost of the District Hospital, and includes amendments or modifications made in accordance with Clause 5.2.3;

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it in Clause 35.1;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Force Majeure Costs**" shall have the meaning set forth in Clause 35.7.2;

"**Free Beds**" shall have the meaning set forth in Clause 23.7.1;

"**Free Patients**" shall mean a patient who is enrolled in the scheme of Ayushman Bharat Scheme or an equivalent state or central government scheme as applicable from time to time and shall also include all patients which are identified as below poverty line on the basis of their annual family income under any state government or central government initiatives;

"**GOI**" shall mean the Government of India;

"**Good Clinical Practice**" means degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider and a person providing services;

"**Good Healthcare Practice**" means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would be expected from a skilled, efficient and experienced provider and a person engaged in the provision of services;

"**Good Industry Practice**" shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws and Applicable Permits and includes prudent medical practices in accordance with the MCI/ NMC regulations and practices generally accepted by the medical and educational industry for ensuring reliable, safe, economical and efficient management, construction operation and maintenance of the District Hospital;

"**Government Instrumentality**" shall mean any department, division or sub-division of the Government of India or the [UT Administration/State Government] and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the [UT Administration/State Government], as the case may be, and having jurisdiction over the District Hospital or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"**Grant**" shall have the meaning as set forth in Clause 29.1.1;

"**Gross Revenue**" of the District Hospital for and in respect of any Accounting Year shall mean the total amount of gross Revenues and receipts of every kind (from both

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

cash and credit transactions computed prior to payment of any commission or service charge or fee thereon) derived by the Concessionaire from the operation of the District Hospital and its facilities and provision of Healthcare Services, and/or any other activity related to the District Hospital including, if any, as certified by the statutory auditors of the Concessionaire, and shall include Revenues [and, patients, vending machines, parking, use of commercial or other spaces for rent or fee of every description and kind, and any other services or facility provided by the Concessionaire], but shall exclude the following:

(a) All statutory applicable indirect Taxes such as GST and the like by whatever name called now or in future, which the Concessionaire is bound to pay;
(b) Any revenue earned by the Concessionaire on sale of assets of a capital nature which are owned by the Concessionaire; and
(c) Interest income from investment made;

For avoidance of doubt, Gross Revenue shall also include any amount received by the Affiliate to whom the Concessionaire has contracted any Healthcare Services and/or any other activity related to the District Hospital, and any amount received by the Concessionaire from a third party to whom it has contracted any Healthcare Services and/or any other activity related to the District Hospital;

"**Healthcare Services**" shall mean the healthcare services set forth in Schedule P and shall include all Public Health Programmes;

"**Hospital Charges**" means the charges in respect of the Healthcare Services rendered to the Users in relation to the use of the District Hospital;

"**Indemnified Party**" shall mean the Party entitled to the benefit of an indemnity pursuant to Article 43.3;

"**Indemnifying Party**" shall mean the Party obligated to indemnify the other Party pursuant to Article 43.3;

"**Independent Engineer**" shall have the meaning set forth in Article 26.1;

"**Independent Expert**" shall have the meaning set forth in Article 26.2;

"**Indirect Political Event**" shall have the meaning set forth in Clause 35.3;

"**Insolvency Event**" in respect of a Party shall mean:

(a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

arrangement with its creditors ; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 (the "**Code**"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

(b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking: (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts; (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of [90 (ninety)] days; or (C) directions with the same or similar effect happen under the provisions of the Companies Act or the Code in relation to the winding up of the company;

"**Inspection Report**" shall have the meaning set forth in Clause 14.2;

"**Insurance Cover**" shall mean the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 33, and includes all insurances required to be taken out by the Concessionaire under Clause 33.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" shall mean all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**Key Performance Indicators**" shall have the meaning as set forth in Clause 25.1;

"**Lead Member**" shall have the meaning as set forth in Recital B;

["**Lease Agreement**" shall mean the lease agreement executed between the Authority and the Concessionaire in accordance with Schedule A for providing the Site for Medical College for a lease for a term of 99 (ninety nine) years;][46]

[46] To be included in the event the Site for Medical College is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Lenders' Representative**" shall mean the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"**LOA** or **Letter of Award**" shall mean the letter of award referred to in Recital C;

"**Letter of Permission**" shall mean the letter issued by the NMC/MCI in accordance with the Applicable Laws authorising the Medical College to commence operations;

"**Letter of Recognition**" shall mean the letter issued by the [NMC/MCI] in accordance with the Applicable Laws authorising the District Hospital to commence operations;

"**Maintenance Programme**" shall have the meaning set forth in Clause 18.2.3;

"**Maintenance Requirements**" shall have the meaning set forth in Clause 18.2.1;

"**Management Board**" shall have the meaning set forth in Clause 27.1.1;

"**Material Adverse Effect**" shall mean a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"**MCI**" shall mean the Medical Council of India;

"**MCI Norms**" shall mean and include the educational standards, requirements and other provisions of the [Indian Medical Council Act, 1999, National Medical Commission Act, 2019, all regulations made thereunder, and as amended from time to time;

"**Medical College**" shall have the meaning set forth in Recital A;

"**Medical Emergency**" shall mean a condition or situation that is likely to endanger the human lives in and around the Site for District Hospital such that the persons require immediate medical aid including but not limited to situations such as fire, earthquake, natural calamity, riots, war, terrorist attacks etc. or any other events which are likely to endanger the human lives;

"**MoU**" shall have the meaning as set forth in Clause 35.12.6;

"**NMC**" shall mean the National Medical Commission;

"**Nominated Company**" shall mean a company selected by the Lenders' Representative

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

and proposed to the Authority for substituting the Concessionaire in accordance with the provisions of the Substitution Agreement;

"**Non-Political Event**" shall have the meaning set forth in Clause 35.2;

"**NPV**" shall have the meaning set forth in Clause 42.3;

"**O&M**" shall mean the operation and maintenance of the District Hospital and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Revenue in accordance with the provisions of this Agreement;

"**O&M Contract**" shall mean the operation and maintenance contract that may be entered into between the Concessionaire and an O&M Contractor for performance of the O&M obligations in accordance with this Agreement;

"**O&M Contractor**" shall mean a contractor with whom the Concessionaire has entered into an O&M Contract, if any;

"**O&M Expenses**" shall mean expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees; (b) cost of materials, supplies, utilities and other services; (c) premia for insurance; (d) all Taxes, duties, cess and fees due and payable for O&M; (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs; (f) payments required to be made under the O&M Contract or any other contract in connection with or incidental to O&M; and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"**O&M Inspection Report**" shall have the meaning set forth in Clause 20.2;

"**O&M Support**" shall have the meaning as set forth in Clause 29.3.1;

"**Operations Date**" shall have the meaning set forth in Clause 16.1 and shall include commercial operations date of Development Obligations;

"**Operation Period**" shall mean the period commencing from the Operations Date for the Development Works and ending on the Expiry Date;

"**Parties**" shall mean the parties to this Agreement collectively and "**Party**" shall mean any of the parties to this Agreement individually;

"**Paid Beds**" shall have the meaning set forth in Clause 23.7.1;

"**Paid Patient**" shall mean the Patients other than the Free Patients;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Patient**" shall mean a patient availing the services of the District Hospital;

"**Patient Intake Capacity**" shall have the meaning set forth in Clause 22.2.1;

"**Performance Guarantee**" shall have the meaning set forth in Clause 40.2.3;

"**Performance Security**" shall have the meaning set forth in Clause 9.1;

"**Performance Security Period**" shall have the meaning set forth in Clause 9.3;

"**Political Event**" shall have the meaning set forth in Clause 35.4;

"**Post Graduate**" shall mean any post graduate level course for the purpose of obtaining a masters degree in medicine duly recognised under the Applicable Laws;

"**Premium**" shall have the meaning as set forth in Clause 30.2.1;

"**Price Index**" shall comprise:
(a) [70% (seventy per cent)] of WPI; and
(b) [30% (thirty per cent)] of CPI (IW),
which constituents may be substituted by such alternative index or indices as the Parties may by mutual consent determine;

"**Project**" shall mean the augmentation, operation and maintenance of the District Hospital, development of the Medical College in accordance with the provisions of this Agreement, and includes all works, services and Equipment relating to or in respect of the Scope of the Project;

"**Project Agreements**" shall mean this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the augmentation of the District Hospital, but does not any agreement for procurement of goods and services involving a consideration of up to [Rs. 1,00,00,000 (Rupees one crore)] for each such agreement;

"**Project Assets**" shall mean all physical and other assets relating to and forming part of the District Hospital and the Site for District Hospital including:

(a) rights over the Site for District Hospital in the form of right of way;
(b) tangible assets such as civil works including foundations, drainage works, pavements, electrical systems, communication systems, fare collection systems, rest areas and administrative offices;
(c) Ancillary Facilities situated on the Site for District Hospital;
(d) buildings and immovable fixtures or structures forming part of the District Hospital;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(e) all rights of the Concessionaire under the Project Agreements;
(f) financial assets, such as receivables, security deposits etc.;
(g) insurance proceeds; and
(h) Applicable Permits and authorisations relating to or in respect of the District Hospital;

"Project Completion Schedule" shall mean the progressive Project Milestones set forth in Schedule G for completion of the Project on or before the Scheduled Completion Date;

"**Project Milestones**" shall mean the project milestones set forth in Schedule G;

"**Project Site**" shall have the meaning the Site for Medical College and the Site for District Hospital specifically provided in Schedule A;

"**Protected Documents**" shall mean the documents mentioned in Clause 46.3;

"**Provisional Certificate**" shall have the meaning set forth in Clause 15.1;

"**Public Health Programmes**" shall have the meaning set forth in Clause 24.1.1;

"**Public Holiday**" shall mean the days declared as public holidays in accordance with the shops and establishment laws applicable in the State;

"**Punch List**" shall have the meaning set forth in Clause 15.1;

"**Replacement**" shall have the meaning set forth in Clause 18.7.2;

"**Request for Proposals**" or "**RFP**" shall have the meaning set forth in Recital B;

"**Revenue"** shall mean all amounts charged and recovered by the Concessionaire from the Users on mutually agreed terms and shall include Hospital Charges and shall also include but not be limited to all charges, rent, license fees, tariff, fee, compensation, benefits, deposits (whether long term or short term and whether refundable or not), capital receipts, insurance claims, or any other similar payment by whatever name called, received by or paid to the Concessionaire or receivable by the Concessionaire or payable to the Concessionaire or due and realisable by the Concessionaire, for or with respect to use of the District Hospital;

"**Revenue Share**" shall have the meaning set forth in Clause 30.3;

"**Rs.**" or "**Rupees**" or "**Indian Rupees**" shall mean the lawful currency of the Republic of India;

"**Safety Requirements**" shall have the meaning set forth in Clause 19.1;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Schedule**" shall mean a schedule under this Agreement;

"**Scheduled Completion Date**" shall mean the scheduled date(s) for achieving the Operations Date as set forth in Schedule G;

"**Scheme[s] for Financial Assistance**" shall have the meaning set forth in Article 29.2.5;

"**Scope of the Project**" shall have the meaning set forth in Article 2.1;

"**Selected Bidder**" shall mean the Bidder selected by the Authority to award the Project following the completion of the Bidding Process (as defined under the RFP);

"**Senior Lenders**" shall mean the financial institutions, banks, multilateral lending agencies, rusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the project cost for the District Hospital and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire;

"**Services**" shall mean the Healthcare Services and educational services in the Medical College collectively or individually as the case may be, to be performed by the Concessionaire under this Agreement;

"**Service Quality Manual**" shall have the meaning set forth in Clause 18.1.1(a);

"**Service Requirements**" shall have the meaning set forth in Clause 18.2.2;

"**Site for District Hospital**" shall mean the site for the District Hospital that is to be handed over to the Concessionaire through the Lease Agreement for the purpose of this Project;

"**Site for Medical College**" shall have the meaning set forth in Clause 10.1;

"**Specifications and Standards**" shall mean the specifications and standards relating to the quality, quantity, capacity and other requirements for the District Hospital, as set forth in Schedule C, and any modifications thereof, or additions thereto, as included in the design and engineering for the District Hospital submitted by the Concessionaire to, and expressly approved by, the Authority;

"**Specified Assets**" shall mean and include such of the Project Assets which are constructed, acquired or installed on or after the Operations Date, but no later than the 55th (fifty fifth) anniversary of the Operations Date, but shall in no case include the Project Site or the Medical College or any Project Assets existing prior to the Appointed Date;

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Specified Documents**" shall have the meaning set forth in Clause 46.1;

"**Statutory Auditors**" shall mean a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Clause 34.2;

"**Student**" means the students enrolled for the [Under Graduate and Post Graduate] programme in the Medical College;

"**Substitution Agreement**" shall have the meaning set forth in Clause 41.3.1;

"**Suspension**" shall have the meaning set forth in Clause 37.1;

"**Taxes**" shall mean any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the District Hospital charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For avoidance of doubt, Taxes shall not include taxes on corporate income;

"Termination" shall mean the expiry or termination of this Agreement and the Concession hereunder;

"**Termination Notice**" shall mean the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

"**Termination Payment**" shall mean the amount payable by the Authority to the Concessionaire, under and in accordance with this Agreement, upon termination;

"**Tests**" shall mean the tests set forth in Schedule H to determine the completion of District Hospital in accordance with the provisions of this Agreement;

"**Total Project Cost**" means the capital cost incurred on the construction of the Project, excluding the Medical College, and shall be limited to the lowest of:

(a) the capital cost of the Project, excluding Medical College, set forth in the Financial Package; or
(b) a sum of Rs. **** crore [Rupees **** crore][47].

provided that in the event WPI increases, on an average, by more than [3% (three per cent)] per annum for the period between the Bid Date and Operations Date, the amount

[47] The amount should normally include the likely construction cost plus 25% (twenty five percent) thereof by way of financing costs, physical and price contingencies etc. This cost should be firmed up during pre-bid calculations.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

mentioned in (a) and (b) above shall be increased such that the effect of increase in WPI, in excess of such [3% (three per cent)], is reflected in the Total Project Cost;

provided also that the Total Project Cost shall not exceed the actual capital cost of the Project upon completion of the Project, excluding the Medical College;

"**Unforeseen Event**" shall have the meaning as set forth in Clause 35.12.1;

"**Under Graduate**" shall mean any under graduate level course for the purpose of obtaining a medical degree duly recognised under the Applicable Laws;

"**Users**" shall mean the third parties which use the District Hospital or any part thereof, in accordance with the provisions of this Agreement and Applicable Laws and includes all Patients and Students;

"**User Survey**" shall have the meaning set forth in Clause 25.8.1;

"**Vesting Certificate**" shall have the meaning set forth in Clause 39.4; and

"**WPI**" shall mean the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published no later than [30 (thirty)] days prior to the date of consideration hereunder.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SIGNATORIES

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

THE COMMON SEAL OF **CONCESSIONAIRE** has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ____ day of _____ 20____

I, _____, hereunto affixed the common seal in the presence of:

[_____, director, who has signed these presents in token thereof[48]; and

_____, Company Secretary / Authorised Officer who has countersigned the same in token thereof:]

SIGNED, SEALED AND DELIVERED For and on behalf of **THE CONCESSIONAIRE** by:

_____
(Signature)

(Name)

_____
(Designation)

_____

(Address)

_____
(Fax No.)

_____
(e-mail address)

In the presence of:

1. _____, Director
2. _____, Company Secretary

[48] To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of directors.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SIGNED, SEALED AND DELIVERED For and on behalf of **THE AUTHORITY** by:

_____
(Signature)

(Name)

(Designation)

(Address)

For and on behalf of _____ by:

_____
(Signature)

_____
(Name)

_____
(Designation)

_____

_____
(Address)

_____
(Fax No.)

_____
(e-mail address)

For and on behalf of _____ by:

_____
(Signature)

_____
(Name)

_____

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(Designation)

_____

_____

(Address)

_____

(Fax No.)

_____

(e-mail address)

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULES

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE A
SITE OF THE PROJECT
(See Clauses 10.1 and 11.1)

1. **The Project Site**

1.1 Site of the District Hospital [and Medical College][49] shall include the land, buildings and structures as described in Annex-II of this Schedule A.

1.2 An inventory of the Site for District Hospital including the land, buildings structures, road works, trees and any other immovable property on, or attached to, the Site for District Hospital shall be prepared jointly by the Authority Representative and the Concessionaire, and such inventory shall form part of the memorandum referred to in Clause 11.3.1 of the Agreement.

[49] To be included if the Site for Medical College is being provided by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annexure I
LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement ("**Lease Agreement**") together with its Annexes is made and executed on this ……..day of ……..[***] by and between:

[***], acting through **[***]**, , and having its head office at [(hereinafter referred to as the "**Government**" or "**Lessor**", which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors, legal representatives and permitted assigns)] of the one part;

AND

{****** Limited}, having its registered office at **[*******]** represented through its Managing Director (hereinafter referred to as the "**Lessee**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its legal representatives, successors and permitted assigns) of the other part.

The Lessor and the Lessee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

(A) The Lessor and the Lessee have entered into a Concession Agreement dated [***] (the "**Concession Agreement**") wherein the Lessee has agreed to design, build, finance, own and operate the [Medical College].

(B) The Lessor has acquired the land as described in the Annex-I hereunder (the "**Site**") and is thus owner of the land and now desires to lease the Site to the Lessee and the Lessee desires to take on lease from the Lessor, the Site for the purposes of [upgrading and maintaining /and developing, constructing and maintaining] the [Medical College] for the implementation of the Project and all other objects listed in the Memorandum of Association and Articles of Association of the Lessee along with all ancillary works required for the operation of the Project.

NOW THEREFORE, in consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as hereunder.

1. Definitions and Interpretation

1.1.1 Definitions

In this Lease Agreement, the following words and expressions shall unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Applicable Permits**" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under applicable laws in connection with the Site and the Project during the subsistence of the Lease Agreement;

"**Circle Rate**" means the value of the land, as declared by the relevant Government Instrumentality for and in respect of the vicinity of the Project, for the purposes of registration and stamp duty on transfer of such land in such vicinity;

"**Dispute**" shall have the meaning set forth in Clause 17.1;

"Encumbrance" means any encumbrance such as an easement, right of way, licence, mortgage, charge, pledge, lien, hypothecation, pre-emptive right or security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, whether or not registered and howsoever arising, including by statute or common law;

"Force Majeure" shall have the meaning set forth in Clause 16.1;

"**Lease Rent**" shall have the meaning set forth in Clause 5.1;

"**Site**" shall have the meaning set forth in Recital (B); and

"**Term**" shall have the meaning set forth in Clause 3.

1.2. Interpretations

In this Lease Agreement, except to the extent that the context requires otherwise:

(a) the Annexes to this Lease Agreement forms part of this Lease Agreement and will be of full force and effect as though it is expressly set out in the body of this Lease Agreement ;
(b) the terms of this Lease Agreement should be read in consonance with and not in derogation with the terms of Concession Agreement;
(c) the rules of interpretation in the Concession Agreement shall apply, *mutatis mutandis*, to this Lease Agreement; and
(d) the words and expressions beginning with capital letters and defined in this Lease Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Lease Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

2. Grant of lease and possession

2.1.1 The provisions of this Lease Agreement shall take effect and become binding on the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Parties on the date first above written ("**Effective Date**").

2.1.2 In consideration of the Lease Rent, the Lessor grants on lease to the Lessee and the Lessee agrees to accept the lease from the Lessor, free from Encumbrances and/or encroachments, of all that piece and parcel [***] in the Annex-I hereto together with all and singular rights, liberties, privileges, easements, benefits, rights of way, paths, passages whatsoever in or appurtenant to the Site or any part thereof, and to hold, possess, use and enjoy the Site and/or any part thereof, in accordance with the provisions of this Lease Agreement.

2.1.3 The Lessor hereby grants and transfers physical possession of the land specified in Annex-I, save and except the land described in the memorandum prepared by the Parties pursuant to Article 10 of the Concession Agreement and annexed hereto at Annex-II. The Lessor agrees and undertakes to grant vacant possession of the land described in Annex-II, under and in accordance with the provisions of Article 10 of the Concession Agreement.

3. Term

The lease granted in pursuance of this Lease Agreement shall be for a period of [99 (ninety nine)] years from the Effective Date (the "**Term**") unless the Lease Agreement is determined prematurely in accordance with Clause 7 or renewed in accordance with Clause 4.

4. Renewal

4.1 The Parties shall have the right to extend the Term for such further period as may be agreed by the Parties, on mutually agreed terms and conditions and in the manner set out below, unless no later than 2 (two) years prior to the expiration of the Term of the Lease Agreement, the Lessor or Lessee, as the case may be, serves upon the other Party a written notice, stating its intention of not renewing the Lease Agreement.

4.2 The Lessee may, no later than 2 (two) years prior to the expiration of the Term of Lease Agreement, submit a request to the Lessor for extension of the Term of the Lease Agreement.

4.3 Upon receipt of notice of renewal of the Lease Agreement, the Lessor may, no later than 9 (nine) months prior to the expiration of the Lease Period, execute an addendum to the Lease Agreement which shall reflect the mutually agreed terms and conditions for the extension of the Term of Lease Agreement.

5. Lease Rent

5.1 Upon execution of the Lease Agreement and in consideration of the Lessor leasing the Site to the Lessee and granting the rights, privileges and benefits set forth in this Lease

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Agreement , the Lessee shall pay to the Lessor, subject to Clause 5.4, an annual lease rent ("**Lease Rent**") of [Rs. (Rupees)] per acre for the Concession Period and the Authority shall have a right to increase the Lease Rent by [10 (ten per cent)]% per acre upon Termination of the Concession Agreement for each subsequent block of 3 (three) years.

5.2 The Lease Rent shall be due and payable within [60 (sixty) days] from the commencement of the year for which the Lease Rent is to be paid. The Lessor shall not be obliged to demand payment of Lease Rent by notice or otherwise, and it shall be incumbent upon the Lessee to pay the Lease Rent as and when it falls due.

5.3 The Lessee shall pay the Lease Rent into such account as may be designated by the Lessor from time to time.

5.4 If the Lessee fails to pay the Lease Rent as aforesaid, the Lessee shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five per cent) above the bank rate.

6. Use of Site

6.1 During the Term of this Lease Agreement, the Lessee agrees to use the Site for the carrying out the following:

(a) implementing the Project;
(b) developing, constructing, building, owning, operating, and maintaining the Medical College;
(c) designing, building, owning, operating and maintaining the utilities, services and facilities required for operating and maintaining the Medical College;;
(d) extraction of ground water and harvesting of rain water for the Lessee's requirements;
(e) developing and landscaping the Site; and
(f) any other purpose incidental or consequential to the development, operation and maintenance of the Project, including production of locomotives and associated products for supply to third parties.

6.2 The Parties agree that the Lessee may, with the approval of the Lessor, and in addition to the above stated purposes, utilise the Site for any other purpose(s), limited to the development of the Medical College and which in the Lessee's opinion is:

(a) conducive or incidental to operation and management of the Project;
(b) enhances the efficiency of the Project;
(c) improves the commercial viability of the Project; or
(d) facilitates further investment in or around the Project.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

7. Determination of Lease Agreement

7.1 This Lease Agreement may be determined earlier by mutual agreement between the Parties in writing.

7.2 The Lessor shall have the right to determine this Lease Agreement on occurrence of any one or more default(s) by the Lessee as enlisted hereunder:

(a) passing of a resolution for winding up of the Lessee or filing of a voluntary bankruptcy petition by the Lessee;
(b) institution of winding up proceedings against Lessee and such proceedings not being stayed or discharged by a competent court within [180 (one hundred and eighty)] days;
(c) appointment of a receiver of Lessee's assets or any general assignment for the benefit of Lessee's creditors and such appointment or assignment is not stayed by a competent court within [180 (one hundred and eighty)] days;
(d) failure of the Lessee to make payments to the Lessor in accordance with the provisions hereof, where such failure continues for a period of [30 (thirty) days] after a written notice from the Lessor;
(e) material failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Lease Agreement where the failure continues for a period of [60 (sixty) days] after notice from the Lessor;
(f) transfer or assignment of this Lease Agreement or creation of any Encumbrance on the Site, without securing prior written approval of the Lessor;
(g) use of the Site for any purpose other than the purposes stated under Clause 6 of this Lease Agreement and such breach is not remedied within a period of [60 (sixty) days] after a notice from the Lessor in this behalf; and
(h) voluntary abandonment by the Lessee of its operations at the Site for a continuous period of [90 (ninety) days] or more.

7.3 Upon determination under Clause 7.1, Clause 7.2 and Clause 7.3, the Lessor shall have the following additional rights:

(a) the recovery of any unpaid Lease Rent due and payable at the time of termination;
(b) the recovery of any damages, costs, fees and expenses incurred by the Lessor as a result of the breach of the Lease Agreement by the Lessee; and
(c) any other right or remedy, legal or equitable, that the Lessor is entitled to under the Applicable Laws.

7.4 The Lessee shall have the right to determine this Lease Agreement on account of the occurrence of any of the following events:

(a) any material breach of the terms and conditions of the Lease Agreement by the Lessor, which material breach is not remedied by the Lessor within [90 (ninety)]

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

days of receipt of notice regarding such breach; or

(b) any interference with the peaceful possession of the Site by the Lessor due to which the Lessee is not able to carry on its business for a continuous period of [60 (sixty)] days or more, which interference is not rectified by the Lessor within a period of [60 (sixty)] days from the date on which the Lessee notifies the same to the Lessor.

8. Lessor's obligations and covenants

The Lessor hereby agrees and warrants that:

(a) subject to the terms of the Lease Agreement, the Lessee shall be entitled to possess, hold, use and enjoy the Site and every part thereof during the Term of the Lease Agreement, without any interruption by the Lessor;

(b) the Lessee shall, during the Term of the Lease Agreement, enjoy free ingress and egress to and from the Site without any hindrance;

(c) subject to timely payment of the Lease Rent and performance of the covenants and conditions of the Lease Agreement, the Lessee shall peacefully hold and enjoy the Site during the Term of the Lease Agreement;

(d) upon execution of the Lease Agreement and subject to the terms thereof, the Lessor shall deliver, or cause to be delivered, to the Lessee vacant possession of the Site. The Lessor shall, at its cost and expense clear any Encumbrances, including possession or occupation, if any, by third parties prior to delivery of vacant possession of the Site to the Lessee;

(e) the Lessor shall pay and discharge all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Site relating to the period up to the commencement of the Lease Agreement. For avoidance of doubt, all property taxes, land revenues, service tax, levies, cesses and other payments/dues in respect of the Site shall be borne by the Lessee during the Term of the Lease Agreement;

(f) upon execution of the Lease Agreement, the Lessor shall provide the Lessee with any consent(s) or no objection(s) of the Lessor in obtaining power, water, telephone and such other facilities that the Lessee may require, to use and enjoy the Site effectively for the purposes stated in Clause 6 of this Lease Agreement . Such consents or no objection(s) shall be provided by the Lessor within a reasonable time; and

(g) the Lessor shall not create any Encumbrances on the Site otherwise part with or alienate any of its rights, title or interest in or to the Site except as provided in Clause 9 of this Lease Agreement.

9. Sale, transfer or disposal of the Site

9.1 The Lessor may sell, transfer or otherwise dispose of the Site to any Government Authority or any other entity owned or controlled by the Government of India.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

9.2 The Parties agree that any sale, transfer or other disposal of the Site or any part thereof as provided in this Clause 9 shall always be subject to the leasehold rights of the Lessee set out in this Lease Agreement and the Lessor shall ensure that simultaneously with the sale, transfer or other disposal of the Site or any part thereof, the transferee thereof shall acknowledge the leasehold rights of the Lessee therein and shall execute an agreement on terms and conditions that are identical or not less favourable than the terms and conditions of this Lease Agreement.

10. Lessee's obligations and covenants

Lessee hereby covenants, agrees and represents that:

(a) upon execution of this Lease Agreement and subject to the terms thereof, the Lessee shall accept the Site in the condition it is handed over and undertakes to use the same only for the purposes as enlisted in Clause 6 of this Lease Agreement;
(b) this Lease Agreement has been duly authorized, executed, and delivered by the Lessee after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
(c) during the Term of the Lease Agreement, the Lessee shall pay the Lease Rent in accordance with terms and conditions set out in this Lease Agreement and shall observe and fulfill each of its obligations and covenants set forth herein;
(d) during the Term of the Lease Agreement , the Lessee shall undertake the development of the Site, and other works which in the reasonable opinion of the Lessee would be required for and in relation to the Project, and obtain necessary approvals/clearances from the appropriate authorities for the same;
(e) at its own cost and expense, the Lessee shall obtain all utilities such as water, electricity from the appropriate authorities;
(f) it shall obtain and keep current all Applicable Permits that may be required under the Applicable Laws;
(g) it shall pay all taxes, service tax, cesses, assessments and levies in respect of the Site, which are leviable at any time during the Term of the Lease Agreement;
(h) it shall not create any lien, charge or Encumbrance on the Site, except as permitted in this Lease Agreement, without prior approval of the Lessor;
(i) it shall, indemnify the Lessor in respect of any charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to the Lessee of water, electricity, telephone, communication and other facilities and in relation to any and all third party claims made with respect to the Site;
(j) it shall (i) keep and maintain the Site and the buildings and structures thereon in good and habitable condition at all times, and (ii) shall ensure that the Site shall be free from encroachments at all times and to the extent that there occur any encroachments on the Site, it shall make diligent efforts to remove such encroachments from the Site, as soon as practicable;
(k) it shall take all necessary care to keep the premises neat and clean and in sanitary

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

conditions consistent with the environment and cleanliness of a modern Factory; and

(l) it shall, after expiry or termination of the Lease Agreement, forthwith hand over possession of the Site to the Government.

11. Regulatory approvals for construction

The Lessee agrees and covenants that the Lessee shall undertake construction of buildings and/or structures at the Site only after obtaining all Applicable Permits as are necessary for such constructions. The Lessee further agrees that the Lessee shall at all times comply with the conditions of such Applicable Permits.

12. Inspection by the Lessor

12.1 The Lessee agrees and covenants that during the Term of the Lease Agreement, the Lessee shall not restrict or obstruct the Lessor and its authorised agents to enter upon and inspect the Site at all reasonable hours on any working day.

12.2 The Lessee undertakes that the Lessee shall notify the Lessor of any material breach by the Lessee of any Applicable Permits acquired in relation to the Site.

13. Stamp duty and registration charges

Subject to the exemption or waiver, if any, granted by Government or any other authority, the Parties agree that all stamp duties and registration charges payable in respect of the lease contemplated herein shall be to the account of and borne by the Lessee.

14. Indemnities and limitation of liability

The Lessee shall fully indemnify, defend and hold harmless the Lessor, its officers, servants, agents, against any and all suits, proceedings, actions, demands, claims and liabilities, which may be incurred or suffered by the Lessor and which may arise out of or as a result of any of the following causes:

(a) any breach by the Lessee of any of its obligations, covenants, agreements, representations or warranties set forth in this Lease Agreement;

(b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused wilfully or negligently by the Lessee; and

(c) any breach, violation or non-compliance by the Lessee of any Applicable Laws and/or Applicable Permits.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

15. Assignment

The Lessee shall not, without the Lessor's prior written consent, transfer, assign, or grant any form of security over any of its rights or obligations under this Lease Agreement.

16. Force Majeure

16.1 Neither Party shall be liable to the other for non-performance of its obligations under this Lease Agreement (other than the obligation to make payments when due) on account of any event of Force Majeure including but not limited to fire, flood, act of God or irresistible force, civil disobedience, riots, terrorism, strikes, lock-out, act of government, or any other event beyond the reasonable control of such Party.

16.2 Where the event of Force Majeure exists for a continuous period of 6 (six) months, the Parties shall mutually decide on the course of action to be adopted, which may include the determination of this Lease Agreement.

16.3 Notwithstanding anything to the contrary in this Lease Agreement**,** if the Lease Agreement is determined in accordance with Clause 16.2 above, neither Party shall be liable to pay any compensation to the other for such termination.

17. Dispute Resolution

17.1 The Parties shall use their respective reasonable endeavours to settle any dispute, difference, claim, question or controversy between the Parties arising out of, in connection with or in relation to this Lease Agreement ("**Dispute**") amicably between themselves through negotiation.

17.2 Any Dispute which the Parties are unable to resolve pursuant to Clause 17.1, within 60 (sixty) days (or such longer period as the Parties may agree) of notice by one Party to the other of the existence of a Dispute, shall be resolved in accordance with the provisions of Article 45 of the Concession Agreement.

18. Governing Law

This Lease Agreement is governed by and shall be construed in accordance with the laws of India.

19. General Provisions

19.1 Entire Agreement

This Lease Agreement together with the Annexes constitutes the entire agreement between the Parties with respect to the subject matter and the transaction envisaged in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

this Lease Agreement, but shall be subject to the provisions of the Concession Agreement at all times.

19.2 Waiver

19.2.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Lease Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Lease Agreement;
(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
(c) shall not affect the validity or enforceability of this Lease Agreement in any manner.

19.2.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Lease Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

19.3 Severability

If for any reason whatever, any provision of this Lease Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Lease Agreement or otherwise.

19.4 Specific Performance

In the event of default or breach in performance of obligations by any Party, the Party not in default or breach shall be entitled, without prejudice to its other rights and remedies, to seek and enforce specific performance of this Lease Agreement.

19.5 Expenses

Each Party shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, authorised representatives, advisors, counsel and accountants) necessary for the negotiation, preparation, execution, delivery,

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

performance of and compliance with this Lease Agreement.

20. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Lease Agreement shall be in writing and shall:

(a) in the case of the Lessee, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Lessee may from time to time designate by notice to the Lessor; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier be sent by facsimile or e mail to the number as the Lessee may from time to time designate by notice to the Lessor;
Attention:
Designation:
Address:
Fax No:
Email:

(b) in the case of the Lessor, be given by facsimile or e-mail and by letter delivered by hand to the address given below with a copy delivered to the Lessor's Representative or such other person as the Lessor may from time to time designate by notice to the Lessee; provided that if the Lessee does not have an office in Delhi, it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier;
Attention:
Designation: Address:
Fax No:
Email:

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS LEASE AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of THE PRESIDENT OF INDIA by: (Signature) (Name) (Designation)	SIGNED, SEALED AND DELIVERED For and on behalf of by LESSEE: (Signature) (Name) (Designation)
In the presence of: 1.	2.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex-II

Description of Site

mca200519

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex-III

Appendix land

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

[SCHEDULE B][50]
DEVELOPMENT OF THE DISTRICT HOSPITAL
(See Clause 2.1(c))

Development of the District Hospital shall include development of the District Hospital and the Ancillary Facilities.

Development of the District Hospital shall include construction of the District Hospital as described in this Schedule B including *inter alia* increase in the number of Beds as follows:

(a) number of Beds at the time of Appointed Date – [__][51];
(b) number of Beds at the time of Operations Date – [300 (three hundred)]; and
(c) number of Beds at the time of subsequent development - [__][52].

Development of the District Hospital shall conform with the provisions of Annex-I (Description of District Hospital) and Annex -II (Description of Ancillary Facilities) of this Schedule B.

The District Hospital shall be completed by the Concessionaire in conformity with the Specifications and Standards set forth in Schedule C.

[50] To be inserted at the time of the issuance of the Bid Documents.
[51] To be inserted at the time of the issuance of the Bid Documents.
[52] To be inserted at the time of the issuance of the Bid Documents.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex-I

Description of District Hospital

mca200519
409
402
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex-II

Description of Ancillary Facilities

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE C
SPECIFICATIONS AND STANDARDS
(See Clause 2.1(a))

The Project shall comply with the following standards/norms/guidelines and their latest revisions/amendments for construction, operation, maintenance and management of the District Hospital.

I. Standard to be followed for construction, operation and management of hospital:

- National Accredited Board of Project and Healthcare Providers (NABH) standards for Project (as per prevailing standard);
- National Accredited Board of Project and Healthcare Providers – Accreditation Standards for Medical Imaging Services (as per prevailing standard);
- International Standard ISO 15189:2007 (Medical) laboratories – particular requirement for quality and competence by National Accredited Board for Testing and calibration Laboratories (NABL) (as per prevailing standard);
- National Building Code of India (NBC) guidelines issued by Bureau of Indian Standards in 2005 and latest published version;
- Hospital's Medical Gas Pipeline System (MGPS) shall conform to Health Technical Memorandum (HTM)-0201: Medical gas pipeline systems Part A for Design, installation, validation and verification revised from time to time (prevailing standard)
- Environmental Sustainability Plan including:
  (i) Ministry of Environment and Forest (MoEF) Guidelines as applicable; and
  (ii) The equator principles (http://www.equator-principles.com)
- Shall comply with solar energy, rainwater harvesting, zero garbage and waste water recycling requirements of municipal corporation of [●] as applicable.
- To the extent possible shall construct energy saving building in the District Hospital.

II. Standard to be followed for maintenance of District Hospital :

S. No.	Description	Guideline	Latest publication
1	General Maintenance of Hospital	• National Accredited Board of Project and Healthcare Providers (NABH) standards for Hospital • National Accredited Board of Project and Healthcare Providers (NABH) standards for Hospital.	Prevailing standard Prevailing Standard
2	Biomedical Equipment	• Compliance also required to the respective suppliers maintenance	As Applicable

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

S. No.	Description	Guideline	Latest publication
		manuals and guidelines. • International standard ISO 15189:2007 (Medical laboratories- particular requirement for quality and competence) by National Accredited Board for Testing and Calibration Laboratories (NABL)	Prevailing standard
3	Laboratory Equipment	• Compliance also required to the respective suppliers maintenance manuals and guidelines.	As Applicable
4	Radiology Equipment	• National Accredited Board of Project and Healthcare Providers – Accredited Standards for Medical Imaging Services; and • Compliance also required to the respective suppliers maintenance manuals and guidelines. • National Accredited Board of Project and Healthcare Providers (NABH) standards for Hospital.	Prevailing Standard As Applicable Prevailing Standard
5	Plant and Machinery	• Compliance also required to the respective suppliers' maintenance manuals' and guidelines	As applicable

III. Standard to be followed for safety standards:

S. No.	Description	Guidelines	Latest publication
1	Patient and Staff Safety	• National Accredited Board of Project and Healthcare Providers (NABH) standards for Hospital • National Accredited Board of Project and Healthcare Providers (NABH) standards for Hospital	[____]
2	Building and Fire Safety	• National Building Code of India (NBC) guideline issued by Bureau of Indian Standards.	Latest available standard and state Govt. guidelines

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE D
DRAWINGS
(See Clause 13.2(g))

1. **Drawings**

In compliance with the obligations set forth in Clause 13.2 of this Agreement, the Concessionaire shall furnish to the Independent Engineer, free of cost, all Drawings listed below:

[Note: The Authority shall list and describe in this Schedule all the Drawings that the Concessionaire is required to furnish under Clause 13.2.]

2. **Additional Drawings**

If the Independent Engineer determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed hereinabove, it may by notice require the Concessionaire to furnish such drawings forthwith. Upon receiving a requisition to this effect, the Concessionaire shall promptly prepare and furnish such drawings to the Independent Engineer as if such drawings formed part of this Schedule D.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE E
APPLICABLE PERMITS
(See Clauses 4.1.2(b) and 4.1.3(c))

Indicative list of approval is mentioned below, Concessionaire shall have to make assessment of applicable permits, approvals, clearances:

S. No.	Licenses/Permits
1.	Building permit and completion certificate from municipality.
2.	Consent to operate from the state pollution control board under the Air (prevention and control of pollution) Act, 1981, Water (Prevention and Control of pollution) Act, 1974 and Environment Protection Act.
3.	Clinical Establishment Act, 2010.
4.	Drugs and Cosmetics Act, 1940 and Drugs and Cosmetics Rules, 1999.
5.	Atomic Energy Act, 1954.
6.	Goods and Services Tax Act.
7.	Registration of Births and Death Act, 1969.
8.	Indian Medical Council Act, 1956 and Code of Medical Ethics Regulations, 2002.
9.	NOC from Chief Fire Inspector.
10.	Registration of Operation of X-Ray machine with AERS.
11.	Shops and Establishments Act, 1954.
12.	Bombay Lifts Act, 1939.
13.	Sale of Goods Act, 1930.
14.	License of Blood Bank.
15.	Cable Television Networks Act, 1995.
16.	Transplantation of Human Organs Act, 1994.
17.	Radiation Protection Rules, 1971 and Radiation Surveillance Procedures for Medical Application of Radiation, 1989.
18.	Labour, Tax Laws, Electricity, Petroleum (for storage), water and consumer protection laws.
19.	NOC from local municipal office for any Bye Laws.
20.	Food and Safety Standards Act, 2006.
21.	Narcotics and Psychotropic Substances Act, 1985.
22.	Pharmacy Act, 1948.
23.	Societies Regulation Act,1860.
24.	Excise Permit to store Spirit (Central Excise Act, 1944).
25.	Hazardous Waste Management Rules, 1989.
26.	Bio-Medical Management and Handling Rules, 1998.
27.	Boilers Act, 1923.
28.	Maharashtra Nurses Act, 1966.
29.	Registration under PNDT Act, 1994 and MTP Act, 1971.
30.	Any other applicable permit, as required time to time.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE F
PERFORMANCE SECURITY
(See Clause 9.1(a))

WHEREAS:

(A) ....., (the "**Concessionaire**") and the [_____][53] represented by the _____, ("**Authority**") and having its principal offices at ……have entered into a Concession Agreement dated ..... (the "**Agreement**") whereby the Authority has agreed to the Concessionaire undertaking the development, operation, maintenance and management of the District Hospital at ..... in ..... subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of [Rs. cr. (Rupees crore)] (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the period of l (one) year from the Appointed Date.

(C) We, ... through our Branch at ..... (the "**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an officer not below the rank of a Secretary or equivalent, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

[53] The name of the authority issuing the Concession to be inserted.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than [6 (six) months] from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect after expiry of a period of [6 (six)] months from the [Operations Date], and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire, the Authority shall release the Performance Security forthwith.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [____][54] from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this .....day of ..... 201.... at .....

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

[54] Number of years and months to be included.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE G
PROJECT COMPLETION SCHEDULE
(See Clause 11.3.4)

1. Project Completion Schedule

During Construction Period, the Concessionaire shall comply with the requirements set forth in this Schedule-G for each of the Project Milestones and the Scheduled Completion Date (the "**Project Completion Schedule**"). Within 15 (fifteen) days of the date of each Project Milestone, the Concessionaire shall notify the Authority of such compliance along with necessary particulars thereof.

2. Project Milestone-I

2.1 Project Milestone-I shall occur on the date falling on the [******] day from the Appointed Date (the "**Project Milestone-I**").

2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commenced construction of the District Hospital and expended not less than [5% (five per cent)] of the Total Project Cost set forth in the Financial Package.

3. Project Milestone-II

3.1 Project Milestone-II shall occur on the date falling on the [******] day from the Appointed Date (the "**Project Milestone-II**").

3.2 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have commenced construction of ******and expended not less than [15% (fifteen per cent)] of the Total Project Cost set forth in the Financial Package.

4. Project Milestone-III

4.1 Project Milestone-III shall occur on the date falling on the [******] day from the Appointed Date (the "**Project Milestone-III**").

4.2 Prior to the occurrence of Project Milestone-III, the Concessionaire shall have commenced [******and expended not less than 30% (thirty per cent)] of the Total Project Cost set forth in the Financial Package.

5. Project Milestone-IV

5.1 Project Milestone-IV shall occur on the date falling on the [******] day from the Appointed Date (the "**Project Milestone-IV**").

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.2 Prior to the occurrence of Project Milestone-IV, the Concessionaire shall have commenced [****** the and expended not less than 50% (fifty per cent)] of the Total Project Cost set forth in the Financial Package.

6. Project Milestone-V

6.1 Project Milestone-V shall occur on the date falling on the [******] day from the Appointed Date (the "**Project Milestone-V**").

6.2 Prior to the occurrence of Project Milestone-V, the Concessionaire shall have commenced [****** and expended not less than [75% (seventy five per cent)] of the Total Project Cost, set forth in the Financial Package.]

7. Scheduled Completion Date

7.1 The Scheduled Completion Date shall occur on the [******] day from the Appointed Date.

7.2 On or before the Scheduled Completion Date, the Concessionaire shall have completed the District Hospital in accordance with this Agreement.

8. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date, as the case may be, under and in accordance with the provisions of this Agreement, the Project Completion Schedule shall be deemed to have been amended accordingly.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE H
TESTS
(See Clauses 13.4.2 and 14.3)

A. Authority shall arrange the Independent Engineer to verify and conduct the following Tests:

(a) Loose stones and/or plaster and/or bricks in the Project;
(b) Hanging electrical wire and/or temporary connects for electric supply and distribution system including the diesel generator (DG) sets, UPS systems and stabilizers; and
(c) Dripping taps and/or leaking pipes and/or blocked sewage lines in the water supply and distribution system including supply of hot, cold, potable, ultra-pure water and steam water.

B. Authority shall arrange the Independent Engineer to inspect the following work/activities for award of Completion Certificate:

(a) Traction/ Transportation system;
(b) Public health engineering system (waste storage/ disposal, effluent treatment plant); and
(c) Installation and commissioning certificates, warranty certificates of all plant and machineries, transformer, electrical panels, and non-medical equipment.

C. The Concessionaire shall conduct the following tests during Project construction by the Government authorized agency and to provide the respective test certificate to Authority[55]:

(a) Soil test of the Project land
(b) Water test of the Project land
(c) Concrete/RMC test
(d) Steel (TMT Bar) test
(e) Cement test
(f) Brick test

[55] This is an indicative list and the Authorities may increase the number of tests required as may be advised by their technical advisors.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE I
FORMAT FOR COMPLETION CERTIFICATE
(See Clause 15.2.2 (a))

To whom it may concern

In consideration of the requirements of conditions of Article 15 of the Agreement and the Concessionaire's application for a Provisional Certificate/Completion Certificate, the Authority hereby grants the Provisional Certificate/Completion Certificate

[This Provisional Certificate has been issued pending completion of the Punch List as described in Annex I to the Provisional Certificate]

This Provisional Certificate/Completion Certificate is issued on the understanding that the conditions of the Agreement have been met except for minor outstanding work that does not affect the use and safety of the [District Hospital/ Medical College] and their intended use as certified by Authority through its letter dated [***].

Provisional Certificate/Completion Certificate does not relieve the Concessionaire of any requirements or obligations within the Agreement.

Signed this …….. day of ……., 20 …… at ……...

AGREED, ACCEPTED AND SIGNED

SIGNED, SEALED AND DELIVERED

For and on behalf of	For and on behalf of
Concessionaire by:	Authority by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE J
MAINTENANCE REQUIREMENTS
(See Clause 18.2.1)

1. **Maintenance Requirements**

1.1 The Concessionaire shall, at all times, operate and maintain the District Hospital in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Concessionaire shall, at all times during the Concession Period, conform to the maintenance requirements set forth in this Schedule-J (the "**Maintenance Requirements**").

1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule-J within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages as set forth in Article 18 of the Agreement, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

2. **Repair/rectification of defects and deficiencies**

The obligations of the Concessionaire in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex - I of this Schedule - J within the time limit set forth therein.

3. **Other defects and deficiencies**

3.1 In respect of any defect or deficiency not specified in Annex - I of this Schedule-J, the Concessionaire shall undertake repair or rectification in accordance with Good Industry Practice.

3.2 In respect of any defect or deficiency not specified in Annex - I of this Schedule-J, the Independent Expert, as the case may be, may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Concessionaire within the time limit specified by the Independent Expert.

4. **Extension of time limit**

Notwithstanding anything to the contrary specified in this Schedule-J, if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Concessionaire shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Independent Expert, as the case may be, and conveyed to the Concessionaire and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the Authority with reasons thereof.

5. **Emergency repairs/restoration**

Notwithstanding anything to the contrary contained in this Schedule-J, if any defect, deficiency or deterioration in the District Hospital poses a hazard to safety or risk of damage to property, the Concessionaire shall promptly take all reasonable measures for eliminating or minimising such danger.

6. **Daily Inspection by the Concessionaire**

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the District Hospital and maintain a record thereof in a register to be kept in such form and manner as the Independent Expert, as the case may be, may specify. Such record shall be kept in safe custody of the Concessionaire and shall be open to inspection by the Authority and the Independent Expert, as the case may be, at any time during office hours.

7. **Divestment Requirements**

All defects and deficiencies specified in this Schedule-J shall be repaired and rectified by the Concessionaire so that the District Hospital conforms to the Maintenance Requirements on the Transfer Date.

8. **Display of Schedule - J**

The Concessionaire shall keep a copy of this Schedule-J in the office of the District Hospital administrator and Medical College dean along with the Complaint Register stipulated in Article 47.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex - I
(Schedule-J)

Repair/Rectification of Defects and Deficiencies

The Concessionaire shall repair and rectify the defects and deficiencies specified in this Annex-I of Schedule-K within the time limit set forth herein.[56]

Nature of defect or deficiency			**Time limit for repair/ rectification**
I.	**HOSPITAL:**		
(i)	Failure of electric supply (substitution by UPS / generator)	-	[5 seconds]
(ii)	Damage to floor, walls or paint	-	[48 hours]
(iii)	Breakage of glass	-	[24 hours]
(iv)	Breakage of furniture	-	[24 hours]
(v)	Removal of debris and unclaimed materials	-	[1 hour]
(vi)	Dirt, garbage, stains or dust on floors, walls, fixtures, signage, counters and furniture	-	[1 hour]
(vii)	Dirt or odour in toilets	-	[30 minutes]
(viii)	Damage or malfunction of electricity, water and sanitary fittings	-	[4 hours]
(ix)	Discontinuation of drinking water supply	-	[2 hours]
(x)	Choking and/or blockage of sewer lines, drains or rain water pipes	-	[2 hours]
(xi)	Malfunctioning of doors, windows or fixtures	-	[4 hours]
(xii)	Malfunctioning of lifts	-	[15 minutes]
(xiii)	Waste bins when 3/4th full	-	[15 minutes]

[56] The values and periods specified herein may be modified to suit project-specific requirements. Items not relevant to the District Hospital may be deleted or substituted as necessary.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(xiv) Dirt, garbage, litter, stains or spillage - [30 minutes]

II. EQUIPMENT

The Concessionaire shall operate and maintain the Equipment in accordance with manufacturer's guidelines, Applicable Laws and Good Industry Practice.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE K
SAFETY REQUIIREMENTS
(See Clause 19.1)

1. **Guiding principles**

1.1. Safety Requirements aim at reduction in injuries, loss of life and damage to property resulting from accidents on or about the District Hospital, irrespective of the person(s) at fault.

1.2. Safety Requirements apply to all phases of construction, development, operation and maintenance with emphasis on identification of factors associated with accidents, consideration of the same, and implementation of appropriate remedial measures.

1.3. Safety Requirements include measures associated with safe movement, safety management, safety equipment, fire safety, enforcement and emergency response, with particular reference to the Safety Guidelines specified in Annex - l of this Schedule K.

2. **Obligations of the Concessionaire**

The Concessionaire shall abide by the following:

(a) Applicable Laws and Applicable Permits;
(b) provisions of this Agreement;
(c) relevant Standards/Guidelines contained in nationally accepted codes; and
(d) Good Industry Practice.

3. Safety measures during Construction Period

3.1 The Concessionaire shall provide to the Independent Engineer, in four copies, the relevant drawings containing the design details that have a bearing on safety of Patients, Students, staff, visitors and any other users (the "**Safety Drawings**"). The Independent Engineer shall review the design details and forward three copies of the Safety Drawings with its recommendations, if any, to the Authority who shall record its comments, if any, and forward one copy to the Concessionaire.

3.2 The design details shall be compiled, analysed and used by the Independent Engineer for evolving a package of recommendations consisting of safety related measures for the District Hospital. The safety audit shall be conducted by the Independent Engineer and completed in a period of three months and a report thereof (the "**Safety Report**") shall be submitted to the Authority, in five copies. One copy each of the Safety Report shall be forwarded by the Authority to the Concessionaire forthwith.

3.3 The Concessionaire shall endeavour to incorporate the recommendations of the Safety Report in the design of the District Hospital, as may reasonably be required in

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

accordance with Applicable Laws, Applicable Permits, NABH, NABL, IPHS and MCI guidelines, Specifications and Standards, and Good Industry Practice. If the Concessionaire does not agree with any or all of such recommendations, it shall state the reasons thereof and convey them to the Authority forthwith.

3.4 Without prejudice to the provisions of Paragraph 3, the Concessionaire shall, within 15 (fifteen) days of receiving the Safety Report, send its comments thereon to the Authority, and no later than 15 (fifteen) days of receiving such comments, the Authority shall review the same along with the Safety Report and by notice direct the Concessionaire to carry out any or all of the recommendations contained therein with such modifications as the Authority may specify.

3.5 The Independent Engineer shall study the Safety Report and inspect the District Hospital to assess the adequacy of safety measures. The Independent Engineer shall complete the safety audit within a period of 4 (four) months and submit a Safety Report recommending a package of additional safety measures, if any, that are considered essential for reducing accident hazards on the District Hospital. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 3.2, 3.3 and 3.4 of this Schedule-L.

3.6 The Concessionaire shall make adequate arrangements during the Construction Period for the safety of workers in accordance with Applicable Laws and Good Industry Practice for safety in construction zones, and notify the Authority and the Independent Engineer about such arrangements.

4. **Safety measures during Concession Period**

4.1. The Concessionaire shall develop, implement and administer a safety programme for the District Hospital, staff, Users and other persons, which shall include correction of safety violations and deficiencies, and all other actions necessary to provide a safe environment in accordance with this Agreement.

4.2. The Concessionaire shall conform with the standards specified in IPHS, NABL, NABH guidelines and MCI Norms regarding safety during the Concession Period of the District Hospital.

4.3 The Concessionaire shall keep a copy of every FIR recorded by the Police with respect to any accident occurring on or about the District Hospital. In addition, the Concessionaire shall also collect data for all cases of accidents not recorded by the Police. The information so collected shall be summarised and submitted to the Authority at the conclusion of every quarter.

4.4. The Concessionaire shall submit to the Authority and/or the Independent Expert before the [31st (thirty first) May] of each year, an annual report [(in 3 (three) copies)] containing, without limitation, a detailed listing and analysis of all accidents of the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

preceding Accounting Year and the measures taken by the Concessionaire pursuant to the provisions of Clause 4.1 of this Schedule K for averting or minimising such accidents in future.

4.5. Once in every Accounting Year, a safety audit in respect of the District Hospital shall be carried out by the Independent Expert. It shall review and analyse the annual report and unusual occurrences data of the preceding year, and undertake an inspection of the District Hospital. The Independent Expert shall complete the safety audit within a period of 1 (one) month and submit a Safety Report recommending specific improvements, if any, required to be made in the District Hospital. Such recommendations shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 3.2, 3.3 and 3.4 of this Schedule-K.

4.6 The safety audit and the inspection of the Medical College shall be carried out by the MCI in accordance with Applicable Laws. The Concessionaire shall repair or rectify the defects or deficiencies, if any, discovered during the safety audit and the inspection by the said authorities and furnish a report in respect thereof to within 15 (fifteen) days of receiving the relevant instruction by the said authorities. Such instructions and the recommendations, if any, shall be processed, *mutatis mutandis*, and acted upon in the manner set forth in Paragraphs 3.2, 3.3 and 3.4 of this Schedule-K.

5. **Costs and expenses**

Costs and expenses incurred in connection with the Safety Requirements set forth herein, including the provisions of Clause 2 of this Schedule K, shall be borne by the Concessionaire in accordance with the provisions of the Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Annex - I
(Schedule-K)

Safety Guidelines

1. **Safe movement**

In the design, construction and operation of District Hospital, particular care shall be taken to ensure safety of the Patients, Students, staff and visitors. This shall include facilities for safe and efficient evacuation in case of emergency.

2. **System integrity**

In the design of power supply, lifts and equipment, particular care shall be taken to minimise the likely incidence of failure.

3 **Restoration of service**

The District Hospital shall be designed such that in the event a fault occurs, a limited service can be provided within a few minutes by isolation of the affected area or equipment, to the extent possible.

4. **Safety management**

A safety statement shall be prepared by the Concessionaire once every year to bring out clearly the system of management of checks and maintenance tolerances for various elements comprising the District Hospital and compliance thereof. The statement shall also bring out the nature and extent of staff training and awareness in dealing with such checks and tolerances. [2 (two)] copies of the statement shall be sent to the Independent Expert within [15 (fifteen)] days of the close of every year.

The following equipment shall be provided at the District Hospital:

(a) Fire extinguishers and fire alarms at the appropriate locations; and
(b) such other equipment as may be required in conformity with Good Industry Practice.

5. **Emergency**

A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises as laid down in a manual for management of disasters (the **Disaster Management Manual**) to be prepared and published by the Concessionaire prior to [Operations Date]. The Concessionaire shall provide 5 (five) copies each of the Disaster Management Manual to the Authority and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the Independent Expert no later than [30 (thirty)] days prior to Operations Date.

6. **Fire safety**

6.1. The Concessionaire shall adopt and comply with fire safety requirements prescribed under Applicable Laws.

6.2. To prevent fire in the District Hospital, the Concessionaire shall use fire resistant materials in the construction thereof and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.

6.3. To deal with incidents of fire, the Concessionaire shall provide a hydrant based fire-fighting system in conformity with the provisions of Schedule C.

6.4. Emergency exit should be accessible without any obstructions and the exit doors should be kept locked in the ordinary course. The exit doors shall be easy to open from inside the District Hospital in case of emergency.

6.5. Escape routes shall be clearly marked by arrows in the correct direction and no cryptic symbols shall be used. All notices and signages shall be uniform and standardised.

7. **Surveillance and Safety Manual**

The Concessionaire shall, no later than [60 (sixty)] days prior to [Operations Date], evolve and adopt a manual for surveillance and safety of the District Hospital, in accordance with Good Industry Practice, and shall comply therewith in respect of the security and safety of the District Hospital, including its gate control, sanitation, fire prevention, environment protection.

8. **Watch and Ward**

The Concessionaire shall, at its own expense and in accordance with Good Industry Practice, provide and maintain all lighting, fencing, watch and ward arrangements for the safety of the District Hospital and all persons affected by it.

9. **Containment of Infections**

9.1 The Concessionaire shall take adequate measures to prevent and contain infections in the District Hospital, including ensuring usage of appropriate materials and consumables such as masks, hand gloves, disinfectant etc by the staff, Students and Patients, as the case may be. In this regard, the Concessionaire shall conform to the provisions of NABH, NABL, IPHS and Good Industry Practice.

9.2 The Concessionaire shall formulate appropriate policy for evaluation and care of staff, Students, and Patients who suffer from accidental needle stick exposures.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

10 Waste Disposal

10.1 The Concessionaire shall dispose of waste in accordance with Applicable Laws, the provisions of NABH, NABL, IPHS and Good Industry Practice.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE L
SELECTION OF INDEPENDENT ENGINEER AND INDEPENDENT EXPERT
(See Clauses 26.3.1 (a) and (b))

1 Selection of Independent Engineer

1.1 The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments: Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, *mutatis mutandis*, for invitation of bids and evaluation thereof save as otherwise provided herein.

1.2 The Authority shall invite expressions of interest from consulting engineering firms or bodies corporate to undertake and perform the duties and functions set forth in Schedule-L and thereupon shortlist 6 (six) qualified firms in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Authority shall, after considering all relevant factors, finalise and constitute a panel of 6 (six) firms (the "**Panel of Firms**") and convey its decision to the Concessionaire.

1.3 The Authority shall invite the aforesaid firms in the Panel of Firms to submit their respective technical and financial offers, each in a separate sealed cover. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall shortlist 3 (three) eligible firms on the basis of their technical scores. The financial bids in respect of such 3 (three) firms shall be opened and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.

1.4 In the event that the Authority shall follow the selection process specified in the Model RFP for selection of Technical Consultants, as published by the Ministry of Finance/ Planning Commission, the selection process specified in this Schedule-P shall be deemed to be substituted by the provisions of the said Model RFP and the Concessionaire shall be entitled to scrutinise the relevant records forming part of such selection process.

2. Selection of Independent Expert

2.1 The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments: Time Based (Volume V) issued by the Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, *mutatis mutandis*, for invitation of bids and evaluation thereof save as otherwise provided herein.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

2.2 The Authority shall invite expressions of interest from auditing firms or bodies corporate to undertake and perform the duties and functions set forth in Schedule-L and thereupon shortlist 6 (six) qualified firms in accordance with pre-determined criteria. The Authority shall convey the aforesaid list of firms to the Concessionaire for scrutiny and comments, if any. The Concessionaire shall be entitled to scrutinise the relevant records of the Authority to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the Authority within 15 (fifteen) days of receiving the aforesaid list of firms. Upon receipt of such comments, if any, the Authority shall, after considering all relevant factors, finalise and constitute a panel of 6 (six) firms (the "**Panel of Auditing Firms**") and convey its decision to the Concessionaire.

2.3 The Authority shall invite the aforesaid firms in the Panel of Auditing Firms to submit their respective technical and financial offers, each in a separate sealed cover. All the technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall shortlist 3 (three) eligible firms on the basis of their technical scores. The financial bids in respect of such 3 (three) firms shall be opened and the order of priority as among these firms shall be determined on the basis of a weighted evaluation where technical and financial scores shall be assigned respective weights of 80:20.

2.4 In the event that the Authority shall follow the selection process specified in the Model RFP for selection of Technical Consultants, as published by the Ministry of Finance/ Planning Commission, the selection process specified in this Schedule-L shall be deemed to be substituted by the provisions of the said Model RFP and the Concessionaire shall be entitled to scrutinise the relevant records forming part of such selection process.

3. Fee and expenses

3.1 In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Construction Period, and by the Independent Expert during the Operations Period the Authority shall endeavour that payments to the Independent Engineer and the Independent Expert on account of fee and expenses do not exceed [1% (one per cent)] of the Total Project Cost. Payments not exceeding such [1% (one per cent)] shall be borne equally by the Authority and the Concessionaire in accordance with the provisions of this Agreement and any payments in excess thereof shall be borne entirely by the Authority.

3.2 All payments made to the Independent Engineer and the Independent Expert on account of fee and expenses, shall be borne equally by the Authority and the Concessionaire.

4. Appointment of government entity as Independent Engineer/ Independent Expert

Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer and/or

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

the Independent Expert; provided that such entity shall be a body corporate having as one of its primary function the provision of consulting, advisory and supervisory services for engineering projects; provided further that a government-owned entity which is owned or controlled by the Authority shall not be eligible for appointment as Independent Engineer

5. Terms of Reference for the Independent Engineer /Independent Expert

5.1. Role and functions of the Independent Engineer

The role and functions of the Independent Engineer shall include the following:

(i) review of the Drawings and Documents as set forth in Paragraph 6;
(ii) review inspection and monitoring of Development Works as set forth in Paragraph 6;
(iii) review inspection and testing of the District Hospital as set forth in Paragraph 6;
(iv) assisting the Parties in resolution of Disputes as set forth in Paragraph 8; and
(v) undertaking all other duties and functions in accordance with the Agreement.

The Independent Expert shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

5.2. Role and functions of the Independent Expert

The role and functions of the Independent Expert shall include the following:

(i) review inspection and monitoring of O&M as set forth in Paragraph 7;
(ii) review inspection and monitoring of Divestment Requirements in accordance with the Agreement;
(iii) assisting the Parties in resolution of Disputes as set forth in Paragraph 8; and
(iv) undertaking all other duties and functions in accordance with the Agreement.

The Independent Expert shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

6. Construction Period

6.1. The Independent Engineer shall undertake a review of the Drawings to be furnished by the Concessionaire along with supporting data. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within [15 (fifteen)] days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Scope of the Project and Specifications and Standards.

6.2. The Independent Engineer shall review any Drawings or modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within [7 (seven)] days of receiving such Drawings or Documents.

6.3. The Independent Engineer shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within [7 (seven)] days of receipt of such report.

6.4. The Independent Engineer shall inspect the Development Works and equipment (if any) once every quarter, preferably after receipt of the quarterly progress report from the Concessionaire, but before the [20th (twentieth)] day of succeeding month in any case, and make out a report of such inspection (the **Inspection Report**) setting forth an overview of the status, progress, quality, safety and conformity of Development Works and equipment with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within [7 (seven)] days of the inspection.

6.5. The Independent Engineer may inspect the District Hospital more than once in a Quarter.

6.6. For determining that the Development Works conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance.

6.7. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 6.6, shall comprise [10% (ten per cent)] of the quantity or number of tests prescribed for each category or type of tests in accordance with Good Industry Practice; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid sample size by up to [10% (ten per cent)] for certain categories or types of tests.

6.8. The timing of tests referred to in Paragraph 6.7, and the criteria for acceptance rejection of their results shall be determined by the Independent Engineer in accordance with Good Industry Practice. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.

6.9. In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Development Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 6 shall apply to such tests.

6.10 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer shall undertake a review of the progress of development and identify potential delays, if any. If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within [15 (fifteen)] days the steps proposed to be taken to expedite progress, and the period within which [Operations Date] shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Expert shall review the same and send its comments to the Authority and the Concessionaire forthwith.

6.11. If suspension of Development Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

6.12. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonable assessment of the costs of providing information, works and services and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.

7. Operation Period

7.1. In respect of the Drawings and Documents received by the Independent Expert for its review and comments during the Operation Period, the provisions of Paragraph 6 shall apply, mutatis mutandis.

7.2. The Independent Expert shall review the annual status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within [7 (seven)] days of receipt of such report.

7.3. The Independent Expert shall inspect the District Hospital, at least once every year, preferably after receipt of the yearly status report for the relevant year from the Concessionaire, but before the [30th (thirtieth) day] after the close of each year in any case, and make out an Inspection Report setting forth an overview of the safety of operations and their conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M inspection Report, the Independent Expert shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the District Hospital. The Independent Expert shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within [7 (seven)] days of the inspection.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

7.4. The Independent Expert may inspect the District Hospital more than once a year.

7.5. The Independent Expert shall in its Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the District Hospital is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

7.6. In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-J, the Independent Expert shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.

7.7. The Independent Expert shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay. The Independent Expert shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in the Agreement.

7.8. In the event that the Concessionaire notifies the Independent Expert of any modifications that it proposes to make to the District Hospital, the Independent Expert shall review the same and send its comments to the Authority and the Concessionaire within [15 (fifteen)] days.

7.9 The Independent Expert shall also carry out the following obligations in relation to the District Hospital:

(a) shall monitor the Healthcare Services and Services Requirements in accordance with the Specifications and Standards;

(b) shall monitor the testing of Equipment and performance of the Healthcare Services; and

(c) shall prepare and submit periodic reports to the Authority in respect of its duties and functions.

8. **Assistance in Dispute resolution**

8.1. When called upon by either Party in the event of any Dispute, the Independent Engineer and/or the Independent Expert, as the case may be, shall mediate and assist the Parties in arriving at an amicable settlement.

8.2. In the event of any disagreement between the Parties regarding the meaning, scope and

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer and/or the Independent Expert, as the case may be, shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

9. Other duties and functions

The Independent Engineer and the Independent Expert shall perform all other duties and functions specified in the Agreement.

10. Miscellaneous

10.1. The Independent Expert shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

10.2. A copy of all communications, comments, instructions, Documents sent by the Independent Expert to the Concessionaire pursuant to this Schedule, and a copy of all the test results with comments of the Independent Expert thereon shall be furnished by the Independent Expert to the Authority forthwith.

10.3. The Independent Expert shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Expert, whereupon the Independent Expert shall send one of the copies to the Authority along with its comments thereon.

10.4. Upon completion of its assignment hereunder, the Independent Expert shall duly classify and list all communications, comments, instructions, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in microfilm form or in such other medium as may be acceptable to the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

4355036/2022/O/o DR-IDD
File No. MED/4/RI/2022-R and I-MEDICAL EDUCATION SEC (Computer No. 662434)
3563413/2022/IDD-PPP-CELL

SCHEDULE M
ESCROW AGREEMENT
(See Clause 32.1.2)

THIS ESCROW AGREEMENT is entered into on this the .... day of .....20...

AMONGST

. , ... , , ... Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at .....(hereinafter referred to as the "**Concessionaire**" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

..... ,. (insert name and particulars of Lenders' Representative) and having its registered office at ..... acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

.... (insert name and particulars of the Escrow Bank) and having its registered office at ..... (hereinafter referred to as the "**Escrow Bank**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

The [_____][57]represented by the _____and having its principal offices at …….. (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);

WHEREAS:

A. The Authority has entered into an agreement dated ..... with the Concessionaire (the "**Concession Agreement**") for developing, upgrading and maintaining the District Hospital and the Medical College, in……, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.
B. Senior Lenders have agreed to finance the District Hospital in accordance with the terms and conditions set forth in the Financing Agreements.
C. The Concession Agreement requires the Concessionaire to establish an Escrow Account, *inter alia*, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

[57] Name of the authority issuing the Concession Agreement to be inserted

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

DEFINITIONS AND INTERPRETATION

1.1. **Definitions**

Unless contrary to the provisions of this Agreement, the capitalised terms used in the Agreement but not defined in this Agreement, shall have meaning assigned to it under the Concession Agreement. In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" shall mean this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"**Board of Arbitrators**" shall mean an arbitral tribunal comprising of one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board;

"**Concession Agreement**" shall mean the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"**Cure Period**" shall mean the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"**Escrow Account**" shall mean an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"**Escrow Default**" shall have the meaning ascribed thereto in Clause 6.1;

"**Indemnified Party**" shall have the meaning ascribed thereto in Clause 9.2;

"**Indemnifying Party**" shall have the meaning ascribed thereto in Clause 9.2;

"**Lenders' Representative**" shall mean the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" shall mean a company, incorporated under the provisions of the Companies Act, 1956/2013, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/ transfer of the Concession as provided in this Agreement;

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

"**Parties**" shall mean the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"**Payment Date**" shall mean, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment;

"**Rules**" shall have the meaning ascribed thereto in Clause 9.1; and

"**Sub-Accounts**" shall mean the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s);

1.2. **Interpretation**

1.2.1. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.3. References to clauses are, unless stated otherwise, references to clauses of this Agreement.

1.2.4. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. **ESCROW ACCOUNT**

2.1. **Escrow Bank to act as trustee**

2.1.1. The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2. The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third patty beneficiaries under this Agreement.

2.2. **Acceptance of Escrow Bank**

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3. **Establishment and operation of Escrow Account**

2.3.1. Within [30 (thirty)] days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the ..... (name of Branch) branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2. The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3. The Escrow Bank and the Concessionaire shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4. **Escrow Bank's fee**

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5. **Rights of the Parties**

Save and except as otherwise provided in the Concession Agreement, the rights of the

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6. **Substitution of the Concessionaire**

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with the Nominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposes of this Agreement that the Nominated Company is a Party hereto and the Nominated Company shall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaire under this Agreement on and with effect from the date of substitution of the Concessionaire with the Nominated Company.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1. Deposits by the Concessionaire

3.1.1. The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) all Revenues from the District Hospital; and
(b) all payments by the Authority, if any.

3.1.2. The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2. Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Any monies disbursed by the Authority to the Concessionaire;
(b) all Revenues collected by the Authority, if any, in exercise of its rights under the Concession Agreement; and
(c) Termination Payments.

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any Concession Fee due and payable to it by the Concessionaire and the balance remaining shall be deposited into the Escrow Account.

3.3. Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the District Hospital; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the EPC Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4. **Interest on deposits**

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1. Withdrawals during Concession Period

4.1.1. At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) statutory payments, all Taxes due and payable by the Concessionaire for and in respect of the Project;
(b) Concession Fee due and payable to the Authority;
(c) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire under this Agreement;
(d) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2. No later than [60 (sixty)] days prior to the commencement of each Accounting Year, the Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2. Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

and dealt with in the following order:

(a) payroll dues and related statutory payments thereof, all Taxes due and payable by the Concessionaire for and in respect of the Project;
(b) outstanding Concession Fee;
(c) all other amounts which are outstanding to be paid by the Concessionaire to the Authority, as on the date of the Termination;
(d) all payments as may be due and payable to the Authority pursuant to this Agreement and/ or the Damages certified by the Authority as due and payable to it by the Concessionaire; and
(e) balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-Clause (j) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3. **Application of insufficient funds**

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4. **Application of insurance proceeds**

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the District Hospital, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5. **Withdrawals during Suspension**

Notwithstanding anything to the contrary contained in this Agreement, the Authority may exercise all or any of the rights of the Concessionaire during the period of Suspension under the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5. **OBLIGATIONS OF THE ESCROW BANK**

5.1. **Segregation of funds**

Monies and other property received by the Escrow Bank under this Agreement shall, until used or applied in accordance with this Agreement, be held by the Escrow Bank

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank,

5.2. **Notification of balances**

[7 (seven)] business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3. **Communications and notices**

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;
(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;
(c) shall, within [5 (five)] business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and
(d) shall, within [5 (five)] business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4. **No set off**

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5. **Regulatory approvals**

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

6. ESCROW DEFAULT

6.1. Escrow Default

6.1.1. Following events shall constitute an event of default by the Concessionaire (an "**Escrow Default**") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of [5 (five)] business days;

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of [5 (five)] business days; or

(c) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of [5 (five)] business days.

6.1.2. Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1. Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2. Substitution of Escrow Bank

The Concessionaire may, by not less than [45 (forty five)] days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Agreement shall take effect only upon coming into force of an

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Escrow Agreement with the substitute Escrow Bank.

7.3. **Closure of Escrow Account**

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8. **SUPPLEMENTARY ESCROW AGREEMENT**

8.1. **Supplementary escrow agreement**

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4. l .l and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders and lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9. **INDEMNITY**

9.1. **General indemnity**

9.1.1. The Concessionaire shall indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2. The Authority shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss,

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3. The Escrow Bank shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2. **Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within [15 (fifteen)] days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10. **DISPUTE RESOLUTION**

10.1. **Dispute resolution**

Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

11. MISCELLANEOUS PROVISIONS

11.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3. Priority of agreements

In the event of a conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4. Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5. Waiver

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
(c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6. **No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7. **Survival**

11.7.1. Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or
(c) caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2. All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of [3 (three)] years following the date of such termination or expiry of this Agreement.

11.8. **Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

11.9. **Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10. **Notices**

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail are set out under its name on the signing page hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11. **Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12. **Authorised representatives**

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13. **Original Document**

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the	SIGNED, SEALED AND DELIVERED For and on behalf of

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Board of Directors of the Concessionaire at its meeting held on the .....day of .... 20 .... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and .....,	SENIOR LENDERS by the Lenders' Representative: (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)
Company Secretary / Authorised Officer who has countersigned the same in token thereof: (Signature) (Name) (Designation) (Address) (Fax N0.) (e-mail address)	
SIGNED, SEALED AND DELIVERED For and on behalf of ESCROW BANK by: (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)	SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by: (Signature) (Name) (Designation) (Address) (Fax No.) (e-mail address)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE N
VESTING CERTIFICATE
(See Clause 39.4)

[The _____][58] represented by ..... (the "**Authority**") refers to the Concession Agreement dated .....(the "**Agreement**") entered into between the Authority and ..... (the "Concessionaire") for a District Hospital, at ..... in ..... ……on (…….)basis.

The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 37.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the District Hospital shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this …..day of....., 20.... at……..

AGREED, ACCEPTED AND SIGNED For and on behalf of Concessionaire by: (Signature) (Name) (Designation) (Address)	SIGNED, SEALED AND DELIVERED For and on behalf of Authority by: (Signature) (Name) (Designation) (Address)

In the presence of:

1. 2.

[58] Name of the authority issuing the Concession agreement to be inserted

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE O
SUBSTITUTION AGREEMENT
(See Clause 41.3.1)

This SUBSTITUTION AGREEMENT is entered into on this the .....day of ..... 20….

AMONGST

[The _____][59] represented by _____and having its principal offices ……. (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);

..... Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at ....., (hereinafter referred to as the "**Concessionaire**" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns and substitutes);

.... (insert name and particulars of Lenders' Representative) and having its registered office at ...., acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the "**Lenders' Representative**", which expression shall unless repugnant to the context or meaning thereof include its successors and substitutes);

WHEREAS:

i. The Authority has entered into a Concession Agreement dated with the Concessionaire (the "**Concession Agreement**") for the District Hospital at ..... in ……., and a copy of which is annexed hereto and marked as Annex-A to form pan of this Agreement.

ii. Senior Lenders have agreed to finance the District Hospital in accordance with the terms and conditions set forth in the Financing Agreements.

iii. Senior Lenders have requested the Authority to enter into this Substitution Agreement for securing their interests through assignment, transfer and substitution of the Concession to a Nominated Company in accordance with the provisions of this Agreement and the Concession Agreement.

iv. In order to enable implementation of the District Hospital including its financing, construction, development, operation and maintenance, the Authority has agreed and undertaken to transfer and assign the Concession to a Nominated Company in accordance with the terms and conditions set forth in this Agreement and the Concession Agreement.

[59] Name of the authority issuing the Concession Agreement to be inserted

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Agreement**" shall mean this Substitution Agreement and any amendment thereto made in accordance with the provisions contained in this Agreement;

"**Board of Arbitrators**" shall have mean an arbitral tribunal comprising of one nominee arbitrator from the Authority, Concessionaire and Lenders' Representative;

"**Financial Default**" shall mean occurrence of a material breach of the terms and conditions of the Financing Agreements or a continuous default in debt service by the Concessionaire for a minimum period of [3 (three) months];

"**Indemnified Party**" shall have the meaning ascribed thereto in Clause 7.2;

"**Indemnifying Party**" shall have the meaning ascribed thereto in Clause 7.2;

"**Lenders' Representative**" shall mean the person referred to as the Lenders' Representative in the foregoing Recitals;

"**Nominated Company**" shall mean a company, incorporated under the provisions of the Companies Act, 1956/2013, including any re-enactment or amendment thereof, selected by the Lenders' Representative, on behalf of Senior Lenders, and proposed to the Authority for assignment/ transfer of the Concession as provided in this Agreement;

"**Notice of Financial Default**" shall have the meaning ascribed thereto in Clause 3.2.1;

"**Parties**" shall mean the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually; and

"**Rules**" shall have the meaning ascribed thereto in Clause 8.1.1.

1.2. Interpretation

1.2.1. References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2. References to clauses are, unless stated otherwise, references to clauses of this

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Agreement.

1.2.3. The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement.

1.2.4. The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis*, to this Agreement.

2. ASSIGNMENT

2.1. Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, and in favour of, the Lenders' Representative pursuant to and in accordance with the provisions of this Agreement and the Concession Agreement by way of security in respect of financing by the Senior Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE CONCESSIONAIRE

3.1. Rights of substitution

Pursuant to the rights, title and interest assigned under Clause 2.l, the Lenders' Representative shall be entitled to substitute the Concessionaire by a Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

The Authority hereby agrees to substitute the Concessionaire by endorsement on the Concession Agreement in favour of the Nominated Company selected by the Lenders' Representative in accordance with this Agreement. For avoidance of doubt, the Senior Lenders or the Lenders' Representative shall not be entitled to operate and maintain the District Hospital as Concessionaire either individually or collectively.

3.2. Substitution upon occurrence of Financial Default

3.2.1. Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to the Concessionaire (the "**Notice of Financial Default**") along with particulars thereof, and send a copy to the Authority for its information and record, A Notice of Financial Default under this Clause 3 shall be conclusive evidence of such Financial Default and it shall be final and binding upon the Concessionaire for the purposes of this Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3.2.2. Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may, without prejudice to any of its rights or remedies under this Agreement or the Financing Agreements, substitute the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement.

3.2.3. At any time after the Lenders' Representative has issued a Notice of Financial Default, it may by notice require the Authority to suspend all the rights of the Concessionaire and undertake the operation and maintenance of the District Hospital in accordance with the provisions of Article 18 of the Concession Agreement, and upon receipt of such notice, the Authority shall undertake Suspension under and in accordance with the provisions of the Concession Agreement. The aforesaid Suspension shall be revoked upon substitution of the Concessionaire by a Nominated Company, and in the event such substitution is not completed within [180 (one hundred and eighty)] days from the date of such Suspension, the Authority may terminate the Concession Agreement forthwith by issuing a Termination Notice in accordance with the provisions of the Concession Agreement; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority may extend the aforesaid period of [180 (one hundred and eighty)] days by a period not exceeding [90 (ninety)] days.

3.3. **Substitution upon occurrence of Concessionaire Default**

3.3.1. Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform the Lenders' Representative of its intention to issue a Termination Notice and grant [15 (fifteen)] days' time to the Lenders' Representative to make a representation, stating the intention to substitute the Concessionaire by a Nominated Company.

3.3.2. In the event that the Lenders' Representative makes a representation to the Authority within the period of [15 (fifteen)] days specified in Clause 3.3.1, stating that it intends to substitute the Concessionaire by a Nominated Company, the Lenders' Representative shall be entitled to undertake and complete the substitution of the Concessionaire by a Nominated Company in accordance with the provisions of this Agreement within a period of [180 (one hundred and eighty)] days from the date of such representation, and the Authority shall either withhold Termination or undertake Suspension for the aforesaid period of [180 (one hundred and eighty)] days; provided that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of [180 (one hundred and eighty)] days by a period not exceeding [90 (ninety)] days; provided further that the Lenders' Representative may at any time withdraw its representation hereunder and upon such withdrawal, the Authority may terminate this Agreement in accordance with the provisions hereof.

3.4. **Procedure for substitution**

3.4.1. The Authority and the Concessionaire hereby agree that on or after the date of Notice of Financial Default or the date of representation to the Authority under Clause 3.3.2, as the case may be, the Lenders' Representative may, without prejudice to any of the

mca200519
File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

other rights or remedies of the Senior Lenders, invite, negotiate and procure offers, either by private negotiations or public auction or tenders for the take over and transfer of the District Hospital including the Concession to the Nominated Company upon such Nominated Company's assumption of the liabilities and obligations of the Concessionaire towards the Authority under the Concession Agreement and towards the Senior Lenders under the Financing Agreements.

3.4.2. To be eligible for substitution in place of the Concessionaire, the Nominated Company shall be required to fulfil the eligibility criteria that were laid down by the Authority for pre-qualification of the bidders for award of the Concession; provided that the Lenders' Representative may represent to the Authority that all or any of such criteria may be waived in the interest of the District Hospital, and if the Authority determines that such waiver shall not have any material adverse effect on the District Hospital, it may waive all or any of such eligibility criteria.

3.4.3. Upon selection of a Nominated Company, the Lenders' Representative shall, request the Authority to:

(a) accede to transfer to the Nominated Company the right to construct, operate and maintain the District Hospital in accordance with the provisions of the Concession Agreement;
(b) endorse and transfer the Concession to the Nominated Company, on the same terms and conditions, for the residual Concession Period; and
(c) enter into a Substitution Agreement with the Lenders' Representative and the Nominated Company on the same terms as are contained in this Agreement.

3.4.4. If the Authority has any objection to the transfer of Concession in favour of the Nominated Company in accordance with this Agreement, it shall within [15 (fifteen)] days from the date of proposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders' Representative. If no such objection is raised by the Authority, the Nominated Company shall be deemed to have been accepted. The Authority shall thereupon transfer and endorse the Concession within [15 (fifteen)] days of its acceptance/deemed acceptance of the Nominated Company; provided that in the event of such objection by the Authority, the Lenders' Representative may propose another Nominated Company whereupon the procedure set forth in this Clause 3.4 shall be followed for substitution of such Nominated Company in place of the Concessionaire.

3.4.5. The transfer of Concession hereunder to a Nominated Company may, notwithstanding anything to the contrary in this Agreement and the Concession Agreement, be undertaken by transfer of no less than [75% (seventy five per cent)] of the equity of the Concessionaire to the Nominated Company, and upon such transfer hereunder, the Concessionaire shall be deemed to be the Nominated Company under and in accordance with the provisions of this Agreement and the Concession Agreement.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3.5. **Selection to be binding**

The decision of the Lenders' Representative and the Authority in selection of the Nominated Company shall be final and binding on the Concessionaire. The Concessionaire irrevocably agrees and waives any right to challenge the actions of the Lenders' Representative or the Senior Lenders or the Authority taken pursuant to this Agreement including the transfer/assignment of the Concession in favour of the Nominated Company. The Concessionaire agrees and confirms that it shall not have any right to seek revaluation of assets of the District Hospital or the Concessionaire's shares. It is hereby acknowledged by the Parties that the rights of the Lenders' Representative are irrevocable and shall not be contested in any proceedings before any court or Authority and the Concessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or the Lenders' Representative from effecting or causing the transfer by substitution and endorsement of the Concession as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1. Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions that entitle the Nominated Company to step into such Project Agreement, in its discretion, in place and substitution of the Concessionaire in the event of such Nominated Company's assumption of the liabilities and obligations of the Concessionaire under the Concession Agreement.

5. TERMINATION OF CONCESSION AGREEMENT

5.1. Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by a notice in writing require the Authority to terminate the Concession Agreement forthwith, and upon receipt of such notice, the Authority shall undertake Termination under and in accordance with the provisions of Article 38 of the Concession Agreement.

5.2. Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommended by the Lenders' Representative within the period of [180 (one hundred and eighty)] days or any extension thereof as set forth in Clause 3.3.2, the Authority may terminate the Concession Agreement forthwith in accordance with the provisions thereof.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

5.3. **Realisation of Debt Due**

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice to their any other right or remedy, the Lenders' Representative is entitled to receive from the Concessionaire, without any further reference to or consent of the Concessionaire, the debt due upon Termination of the Concession Agreement. For realisation of the debt due, the Lenders' Representative shall be entitled to make its claim from the Escrow Account in accordance with the provisions of the Escrow Agreement.

6. **DURATION OF THE AGREEMENT**

6.1. **Duration of the Agreement**

This Agreement shall come into force from the date hereof and shall expire at the earliest to occur of the following events:

(a) Termination of the Agreement; or

(b) no sum remains to be advanced, or is outstanding to the Senior Lenders, under the Financing Agreements.

7. **INDEMNITY**

7.1. **General indemnity**

7.1.1. The Concessionaire shall indemnify, defend and hold the Authority and the Lenders' Representative harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2. The Authority shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement, other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

7.1.3. The Lenders' Representative shall indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Lenders' Representative to fulfil its obligations under this Agreement, materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement,

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Lenders' Representative, its officers, servants and agents.

7.2. **Notice and contest of claims**

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement (the "**Indemnified Party**"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "**Indemnifying Party**") within [15 (fifteen)] days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, such approval not to be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1. Dispute resolution

8.1.1. Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by reference to arbitration to a Board of Arbitrators comprising one nominee each of the Authority, Concessionaire and the Lenders' Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of the international Centre for Alternate Dispute Resolution, New Delhi (the "**Rules**") or such other rules as may be mutually agreed by the Parties and shall be subject to provisions of the Arbitration and Conciliation Act, 1996.

8.1.2. The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be the capital of the State and the language of arbitration shall be English.

9. MISCELLANEOUS PROVISIONS

9.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have jurisdiction over all matters arising out of or relating to this Agreement.

9.2. Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
(c) waives any right of immunity which it or its assets, property or revenues now has may acquire in the future or which may be attributed to it in any jurisdiction; and
(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

9.3. **Priority of agreements**

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

9.4. **Alteration of terms**

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

9.5. **Waiver**

Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
(c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

9.6. **No third party beneficiaries**

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

9.7. **Survival**

Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and
(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of [3 (three)] years following the date of such termination or expiry of this Agreement.

9.8. **Severability**

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 8 of this Agreement or otherwise.

9.9. **Successors and assigns**

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.10. **Notices**

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

is received after 5.30 (five thirty) p.m. on any day, or on a day that is a Public Holiday, the notice shall be deemed to be received on the first working day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

9.11. **Language**

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

9.12. **Authorised representatives**

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

9.13. **Original Document**

This Agreement may be executed in three counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the … day of 20 ..... hereunto affixed in the presence of ....., Director, who has signed these presents in token thereof and . . . . . ., Company Secretary / Authorised Officer who has countersigned the same in token thereof: (Signature) (Name) (Designation) (Address) (Fax No.)	SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by (Signature) (Name) (Designation) (Address) (Fax N0.) (e-mail address)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the Lenders' Representative
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1. 2.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE P
[SCHEDULE OF SERVICES][60]
(See Article 22, Article 23, Article 24 and Article 25)

S. No.	Services	To whom /Type
1	OPD	All
2	Indoor treatment	General Ward Emergency room
		ICCU, ICU, NICU, PICU, Surgical ICU High Dependency Unit by whatever name called
		Semispecial rooms (maximum occupancy 4 beds), special rooms (herein after referred as Paid category) except Emergency Room admissions
		Isolation / burns
3	Delivery	All general wards / obs ICU / HDU / NICU
		Semispecial rooms (maximum occupancy 4 beds), special rooms
		Drop back to mothers and infants up to age 1 year
4	Operations	General Ward
		Semispecial rooms (maximum occupancy 4 beds), special rooms
		Superspeciality operations
5	Lab diagnostics	Pathology Microbiology Biochemistry
6	Radiology	**X-rays:** OPD, General Ward/ critical care
		Indoor: Semispecial rooms (maximum occupancy 4 beds), special rooms
		USG OPD, General Ward
		Semispecial rooms (maximum occupancy 4 beds), special rooms
		CT Scan
		Mammography / any radiology supported procedure including in OT
		MRI
7	Dental Treatment:	Artificial dentures
		Specialized procedures such as RCT

[60] The list provided is only indicative and should be suitably modified to include the services required at the District Hospital by the Authority.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

S. No.	Services	To whom /Type
8	Medicines	OPD, indoor Drugs/ consumables not covered in EDL / basic consumables / implants
9	Public Health Programmes	[…….][61]
11	Ambulance services / dead body vans	-
12	Certificates	All
13	Diet	Semispecial, Special rooms
14	Blood and blood components	Pregnant and post natal mothers, infants up to 1 year, Thalassemia and Haemophilia patients
		Government Blood Storage Units in home district / adjacent district
15	Telemedicine consultation / teleradiology – Advising centre	All Government nodes
		All private sector nodes
16	Health Insurance / Assurance	Aayushman Bharat and all state insurance schemes
		Private health insurance, corporate bodies, Central Government Health Scheme etc
17	Fixed day consultant services in CHCs of District	-
18	Any new superspeciality	-

[61] Information in relation to the ongoing Public Health Programs to be inserted.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE Q
KEY PERFORMANCE INDICATORS
(See Clause 25.1)

Key Performance Indicator	Threshold	Damages
Uptime of life saving services	24 (twenty four) hours availability of the lifesaving services. This is to be achieved using requisite back up facilities/ equipment.	0.5% (zero point five per cent) of the Performance Security for every instance of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.
Uptime for diagnostic units such as CT/ MRI/USG/ Autoanalyser/ Cell Counter	98% (ninety five per cent) uptime required	0.5% (zero point five per cent) of the Performance Security for every instance of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security.
Re-admission rate (within 30 days from the date of previous discharge)	10%	-
Referral of Free Patients to other hospital	If Free Patients Referred : Paid Patients referred is greater than 1	-
No Fee to Free Patient	Zero default	-
Charges Free Patients directly for in patient services	Zero default	-
Blood Tests, Radiology Tests and Pathology Tests for Patients	Tests for patients who register by 1 pm in the out patient department should be performed on the same day	-
Turnaround time for the radiology tests and blood tests reports	The turnaround time for radiology shall be 24 (twenty hour) hours from the given slot.	-
Turnaround time for pathology reports	As may be prescribed depending on each kind of report in accordance with Good industry Practice	-
User Survey	20% (twenty per cent) Users being dissatisfied with the	[0.05% (zero point five per cent)] of the Performance Security for

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

Key Performance Indicator	Threshold	Damages
	services.	each per cent increase in the dissatisfied Users beyond 20% (twenty per cent) threshold.
Maintenance Requirements	Based on each event of default from the Maintenance Requirements	
Annual maintenance contract is obtained and maintained for all the Equipment	Zero default	-
Obtaining and maintaining NABH accreditation	Zero default	0.5% (zero point five per cent) of the Performance Security for every 1 (one) month of default or part thereof, subject to a maximum of 10% (ten per cent) of the Performance Security
Compliance with the provisions of MCI Norms	Zero default	

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

SCHEDULE R
MEDICAL OFFICERS
(See Clauses 18.8.1 and 18.8.3)

1. Chief Medical Officer

(a) Powers of Chief Medical Officer

(i) Coordination of the functioning of the District Hospital between Government Instrumentality and the Concessionaire;
(ii) Overseeing the work of the Casualty Medical Officer and matters pertaining to the medico legal cases;
(iii) Preparation for the VIP visits;
(iv) Coordination on provision of jail ward beds on the court orders;
(v) Implementation of the Public Health Programmes including monitoring of the budget allocated for the Public Health Programmes; and
(vi) Monitoring the collection of the User Survey forms.

(b) Facilities to be provided to the Chief Medical Officer

(i) The Chief Medical Officer's office building / space shall be earmarked for Chief Medical Officer's office.
(ii) The Chief Medical Officer shall be provided bungalow/ or equivalent housing for his residence within the campus of the Medical College.
(iii) The water supply, drainage, electricity supply and other support services arrangements to the Chief Medical Officer's office shall continue to be provided as is provided prior to the commencement of the Agreement.

2. Casualty Medical Officer

(a) Powers and Functions of the Casualty Medical Officer

(i) The post-mortem examination in medico-legal cases;
(ii) Providing witness and expert statements in the medico legal cases; and
(iii) Provide services to MLC cases and coordinate with specialists if there is a need for services from specialists/ admit them to inpatient care.

(b) Facilities to be provided to the Casualty Medical Officer

(i) The Casualty Medical Officer's office building/space shall be earmarked for his office.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDICES

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX – I[62]

LIST OF BID-SPECIFIC PROVISIONS

A. Provisions with currency-based Footnotes ($)

1. Heading of the Concession Agreement

B. Provisions with serially numbered Footnotes (Fn)

1. Recital B: Concession Agreement (Fn 7)
2. Article 29: Grant (Fn 26)
3. Clause 29.3: O&M Support (Fn 28)
4. Clause 29.4: Premium (Fn 29)
5. Clause 29.5: Upfront Premium (Fn 30)
6. Clause 30.2: Additional Concession Fee (Fn 31), (Fn32)
7. Clause 30.7: Upfront Premium (Fn 35)
8. Concession Agreement: Signature Pages (Fn 48)

C. Provisions where curly brackets are used

1. Recitals: Recitals B and D
2. Clause 4.1.3 (d): Condition Precedent.
3. Clause 7.1 (l), (m), and (n): Representations, Warranties and Undertakings of the Concessionaire.
4. Clause 29.1: Grant.
5. Clause 29.2: Equity Support.
6. Clause 29.3: O&M Support.
7. Clause 30.2.1 (a): Additional Concession Fee
8. Clause 48.14 (a) and (b): Notices.
9. Clause 49.1: Definitions of Associate or Affiliate, Change in Ownership and Consortium Member or Member.
10. Schedule A: Annexure I: Lease Agreement

D. Provisions with blank spaces

1. Concession Agreement: Recitals
2. Clause 29.1.1: Grant
3. Clause 29.5: Upfront Premium
4. Clause 30.7.1: Upfront Premium
5. Concession Agreement: Signature Pages
6. Schedule M: Escrow Agreement: Signature Page

---

[62] This Appendix-I contains a list of provisions that would need to be suitably modified for reflecting bid-specific provisions after the Concessionaire has been selected. This Appendix-I may be included in the draft Concession Agreement, forming part of the bid documents. It may, however, be deleted when the Concession Agreement is to be executed.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

7. Schedule O: Substitution Agreement: Signature Page

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

APPENDIX – II[63]

LIST OF PROJECT-SPECIFIC PROVISIONS

A. Provisions with square parenthesis

1. Recitals: Recitals 2, A, B
2. Clause 3.1.3: The Concession
3. Clause 3.2: Concession Period
4. Clause 4.1.1, 4.1.2, 4.1.3 and 4.1.5: Conditions Precedent
5. Clause 4.2: Damages for delay by the Authority
6. Clause 4.3: Damages for delay by the Concessionaire
7. Clause 4.5: Deemed Termination upon delay
8. Clause 5.2.2 and 5.2.5: Obligations relating to Project Agreements
9. Clause 5.3: Obligations relating to Change in Ownership
10. Clause 5.4 (g): Obligations relating to management of the Concessionaire
11. Clauses 5.15.1, 5.15.2: Obligation relating to deputed staff
12. Clause 6.2: Obligations relating to refinancing
13. Clause 7.1 (l): Representations, warranties and undertakings of the Concessionaire
14. Clause 7.2.1 (c): Representations, warranties and covenants of the Authority
15. Clause 9.1.1: Performance Security
16. Clause 9.2: Appropriation of Performance Security
17. Clause 9.3: Release of Performance Security
18. Clause 9.4: Deemed Performance Security
19. Clause 10.3.1: Procurement of Site for Medical College
20. Clause 10.3.3: Procurement of Site for Medical College
21. Clause 11.3.1: Handover of the District Hospital
22. Clause 13.2 (c), (d), (f) and (g): Drawings
23. Clause 13.3.2 and 13.3.3: Augmentation of the District Hospital
24. Clause 13.4.1: Tests
25. Clause 14.1: Monthly Progress Report
26. Clause 14.2: Inspection
27. Clause 14.3.1: Tests
28. Clause 14.5: Video Recording
29. Clause 15.2: Completion Certificate
30. Clause 15.5: Subsequent Development Obligations
31. Clause 17.1.2: Change of Scope
32. Clause 17.3: Payment for Change of Scope
33. Clause 17.4.2: Restrictions on certain works
34. Clause 18.1.1 (a), (c), (r) and (x) : Operations and Maintenance obligations of the Concessionaire

[63] This Appendix-II contains a list of provisions that would need to be suitably modified prior to issue of bid documents for reflecting project-specific provisions. This Appendix-II should be omitted before issuing the draft Concession Agreement, forming part of the bid documents.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

35. Clause 18.2.3: Maintenance Requirements
36. Clause 18.3: Authority's right to take remedial measures
37. Clause 18.6: Modifications to the District Hospital
38. Clause 18.7.1 and 18.7.2: Technology Watch
39. Clause 20.1: Annual Status Reports
40. Clause 20.2: Inspection
41. Clause 20.4.1: Remedial measures
42. Clause 22.1.1: Patient Mix
43. Clause 23.4.2: Out-Patient Healthcare Services
44. Clause 23.9: Operation of Software
45. Clause 24.3: Wards for Jail Inmates
46. Clause 25.2.1 (j): Operation of the District Hospital
47. Clause 25.2.2: Operation of the District Hospital
48. Clause 25.8: User Survey
49. Clause 25.9: Implementation of Public Health Programmes
50. Clause 26.1: Independent Engineer
51. Clause 26.2: Independent Expert
52. Clause 26.3: Duties and functions
53. Clause 26.5: Remuneration
54. Clause 27.1.2: Management Board of the District Hospital
55. Clause 30.1: Concession Fee
56. Clause 30.2.3: Additional Concession Fee
57. Clause 30.3: Revenue Share
58. Clause 30.5: Payment of Concession Fee
59. Clause 30.6.2: Verification of Gross Revenue
60. Clause 30.7.1: Upfront Premium
61. Clause 31.1.2: Hospital Charges
62. Clause 31.1.3: Revenue from Paid Patients
63. Clause 31.1.4: Other Activities
64. Clause 33.3: Notice to the Authority
65. Clause 33.4: Evidence of Insurance Cover
66. Clause 34.1: Audited accounts
67. Clause 34.2.2: Appointment of Auditors
68. Clause 35.2 (b): Non-Political Event
69. Clause 35.3 (c) and (d): Indirect Political Event
70. Clause 35.5.2: Duty to report Force Majeure Event
71. Clause 35.6.2 (b): Effect of Force Majeure Event on the Concession
72. Clause 35.8: Termination Notice for Force Majeure Event
73. Clause 35.9: Termination Payment for Force Majeure Event
74. Clause 35.12.1 and 35.12.6: Relief for Unforeseen Events
75. Clause 36.1: Compensation for default by the Concessionaire
76. Clause 36.2: Compensation for default by the Authority
77. Clause 36.3: Extension of Concession Period
78. Clause 37.1: Suspension upon Concessionaire Default
79. Clause 37.3.1 and 37.3.2: Revocation of Suspension

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

80. Clause 37.4: Substitution of Concessionaire
81. Clause 37.5.1 and 37.5.2: Termination
82. Clauses 38.1.1 (a), (b), and (c), 38.1.2, 38.1.3 and 38.1.4: Termination for Concessionaire Default
83. Clause 38.2.1 and 38.2.2: Termination for Authority Default
84. Clauses 38.3.1, 38.3.2 and 38.3.3: Termination Payment
85. Clauses 32.4.1, 32.4.2 and 32.4.3: Certain limitations on Termination Payment
86. Clause 39.2: Inspection and cure
87. Clause 39.3 (b): Co-operation and assistance on transfer of Project
88. Clause 40.1: Liability for Defects after Termination
89. Clause 40.2.1 and 40.2.2: Inspection by Independent Expert
90. Clause 41.3.2: Substitution Agreement
91. Clause 41.4.1: Assignment by the Authority
92. Clause 42.1: Increase in Costs
93. Clause 42.2: Reduction in costs
94. Clause 42.4: Restriction on cash compensation
95. Clause 43.3: Notice and contest of claims
96. Clause 44.3: Property taxes
97. Clause 45.2: Conciliation
98. Clause 45.3 (a): Arbitration
99. Clause 47.2 (b): Redressal of Complaints
100. Clause 48.1: Governing law and jurisdiction
101. Clause 48.4: Delayed payments
102. Clause 48.8: Survival
103. Clause 48.16 (f): Confidentiality
104. Definitions: Applicable Laws, Associate or Affiliate, Average Daily Gross Revenue, Bank, Change in Ownership, Construction Period, Development Obligations, Government Instrumentality, Insolvency Event, Letter of Recognition, MCI Norms, Price Index, Project Agreements, Student, Total Project Cost and WPI.
105. Concession Agreement: Signature Pages
106. Annexure I to Schedule A: Lease Agreement
107. Schedule B: Development of the District Hospital
108. Schedule C: Specifications and Standards: Paragraphs I and III
109. Schedule D: Drawings: Paragraph 1
110. Schedule E: Applicable Permits: Paragraphs 1.1 (a) and 1.3
111. Schedule E (Annexure I): Form I to Schedule E
112. Schedule F: Performance Security: Recitals B, Paragraphs 7 and 8.
113. Schedule G: Project Completion Schedule: Paragraphs 2, 3, 4, 5, 6 and 7
114. Schedule H: Tests: Paragraphs 1.1 and 1.2: Tests
115. Schedule I: Format for Completion Certificate
116. Annexure I of Schedule J: Repair/ Rectification of Defects and Deficiencies
117. Schedule K: Safety Requirements: Paragraph 4.4
118. Annexure I of Schedule K: Safety Guidelines: Paragraphs 4, 5 and 7
119. Schedule L: Selection of Independent Engineer and Independent Expert: Paragraphs 3.1, 6.1, 6.2, 6.3, 6.4, 6.7, 6.10, 7.2, 7.3 and 7.8

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

120. Schedule M: Escrow Agreement: Clauses 2.3.1, 4.1.2, 4.2, 5.2, 5.3 (c) and (d), 6.1.1, 7.2, 9.2 and 11.7.2
121. Schedule O: Substitution Agreement: Definition of Financial Default, Clauses 3.2.3, 3.3, 3.4.4, 3.4.5, 5.2, 7.2 and 9.7
122. Schedule Q: Key Performances Indicator

B. Provisions with footnotes and square parenthesis (Fn)

1. Recitals: Recitals 1 (Fn 1), 2 (Fn 2), A (Fn 3) (Fn 4) (Fn 5), B (Fn 6), D (Fn 8), E (Fn 9)
2. Clause 3.1.2 (a): The Concession (Fn 10)
3. Clause 3.1.2 (s): The Concession (Fn 11)
4. Clause 4.1.2 (a): Conditions Precedent (Fn12)
5. Clause 4.1.3 (i): Conditions Precedent (Fn 13)
6. Clause 5.15.4: Obligations relating to deputed staff (Fn 14)
7. Clause 6.1.1 (iii): General Obligations of the Authority (Fn 15)
8. Clause 7.2.1 (f): Representations, warranties and covenants of the Authority (Fn 16) (Fn 17)
9. Clause 9.1.1: Performance Security (Fn 18)
10. Clause 9.3: Release of Performance Security (Fn 18)
11. Clause 10.1: Site for Medical College (Fn 20)
12. Clause 11.3.1: Handover of the District Hospital (Fn 22)
13. Clause 18.1.3: Operations and Maintenance obligations of the Concessionaire (Fn 23)
14. Clause 18.7.2: Technology Watch (Fn 24)
15. Clause 23.7: In-Patient Healthcare Services (Fn 25)
16. Clause 29.2.3: Equity Support (Fn 27)
17. Clause 30.3: Revenue Share (Fn 33), (Fn 34)
18. Clause 38.2.1 (d): Termination for Authority Default (Fn 36)
19. Clause 42.1.1: Increase in Costs (Fn 37)
20. Clause 43.1.2: General Indemnity (Fn 38), (Fn 39)
21. Clause 44.1: Rights to the Project Site (Fn 40)
22. Clause 44.2: Access rights of the Authority and others (Fn 41), (Fn 42)
23. Clause 44.3: Property Taxes (Fn 43), (Fn 44)
24. Definitions: Adjusted Depreciated Value (Fn 45), Lease Agreement (Fn 46) and Total Project Cost (Fn 47)
25. Schedule A: Site of the Project (Fn 49)
26. Schedule B: Development of the District Hospital (Fn 50), (Fn 51) and (Fn 52)
27. Schedule F: Performance Security: Recital A, Paragraph 11 (Fn 53) and (Fn 54)
28. Schedule M: Escrow Agreement: Recitals (Fn 57)
29. Schedule N: Vesting Certificate (Fn 58)
30. Schedule O: Substitution Agreement: Recitals (Fn 59)
31. Schedule P: Schedule of Services (Fn 60) and (Fn 61)

C. Provisions with serially numbered Footnotes (Fn)

1. Article 10: Site for Medical College (Fn 19) (Fn 21)
2. Schedule H: Tests: Paragraph C (Fn 55)

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

3. Annexure I of Schedule J: Repair/ Rectification of Defects and Deficiencies (Fn 56)

Note: The Table of Contents may also be suitably modified to reflect omission (s) and/ or re-numbering of Project-specific provisions.

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by C S BABU NAGESH, IDD-DIR(CSBN), DIRECTOR, INFRASTRUCTURE DEVELOPMENT DEPARTMENT on 04/07/2022 04:53 PM
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂಖ್ಯೆ: ಎಂಇಡಿ 04 ಆರ್‌ಐ 2022

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಸಚಿವಾಲಯ,
ಬಹುಮಹಡಿಗಳ ಕಟ್ಟಡ,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ:30/06/2022

ಅಧಿಸೂಚನೆ

ರಾಜ್ಯದ 11 ಜಿಲ್ಲೆಗಳಲ್ಲಿ ಸಾರ್ವಜನಿಕ - ಖಾಸಗಿ ಸಹಬಾಗಿತ್ವದಲ್ಲಿ (PPP Model) ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪ್ರಾರಂಭಿಸಲು ಹಾಗೂ ಜಿಲ್ಲಾ ಆಸ್ಪತ್ರೆಗಳನ್ನು ಉನ್ನತೀಕರಿಸುವ ಸಂಬಂಧ ಐಡೆಕ್ ಸಂಸ್ಥೆಯವರೊಂದಿಗೆ ಸಮಾಲೋಚನೆ ನಡೆಸಿ ವಿಸ್ತೃತ ಯೋಜನಾ ವರದಿಯನ್ನು ತಯಾರಿಸಲು ಅಗತ್ಯ ಮಾಹಿತಿ ಒದಗಿಸುವ ಸಲುವಾಗಿ ಈ ಕೆಳಕಂಡ ಅಧಿಕಾರಿಗಳನ್ನು ನೋಡಲ್ ಅಧಿಕಾರಿಗಳಾನ್ನಾಗಿ ನೇಮಿಸಿ ಆದೇಶಿಸಿದೆ.

1) ಡಾ. ಪ್ರಭುದೇವ ಗೌಡ, ಹಿರಿಯ ತಜ್ಞರು, ಲೇಡಿ ವಿಲಿಂಗ್ ಟನ್, ಟ್ರೈ.ಬಿ ಸೆಂಟರ್, ಬೆಂಗಳೂರು.
2) ಡಾ. ರಮೇಶ್ ರೇವಣ್ಣ, ತುರ್ತು ಚಿಕಿತ್ಸಾ ಅಧಿಕಾರಿ, ವಿಕ್ಟೋರಿಯಾ ಆಸ್ಪತ್ರೆ, ಬೆಂಗಳೂರು.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಎಂ.ಜ್ಯೋತಿಪ್ರಕಾಶ್)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ-2,
ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ.

ಇವರಿಗೆ:
1. ಆಯುಕ್ತರು, ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಸೇವೆಗಳು, ಆನಂದರಾವ್ ವೃತ್ತ, ಬೆಂಗಳೂರು.
2. ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಮೂಲ ಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ, ವಿಕಾಸಸೌಧ.
3. ನಿರ್ದೇಶಕರು, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ನಿರ್ದೇಶನಾಲಯ, ಬೆಂಗಳೂರು.
4. ನಿರ್ದೇಶಕರು, ಬೆಂಗಳೂರು ವೈದ್ಯಕೀಯ ಮಹಾ ವಿದ್ಯಾಲಯ ಮತ್ತು ಸಂಶೋಧನಾ ಸಂಸ್ಥೆ, ಬೆಂಗಳೂರು.
5. ಜಂಟಿ ನಿರ್ದೇಶಕರು, ಲೇಡಿ ವಿಲ್ಲಿಂಗ್‌ಟನ್ ಟಿಬಿ ಸೆಂಟರ್, ಬೆಂಗಳೂರು
6. ಡಾ. ಪ್ರಭುದೇವ ಗೌಡ, ಹಿರಿಯ ತಜ್ಞರು, ಲೇಡಿ ವಿಲಿಂಗ್ ಟನ್, ಟಿ.ಬಿ ಸೆಂಟರ್,ಬೆಂಗಳೂರು.
7. ಡಾ. ರಮೇಶ್ ರೇವಣ್ಣ, ತುರ್ತು ಚಿಕಿತ್ಸಾ ಅಧಿಕಾರಿ, ವಿಕಟೋರಿಯಾ ಆಸ್ಪತ್ರೆ, ಬೆಂಗಳೂರು.
8. ಶಾಖಾರಕ್ಷ ಕಡತ/ಹೆಚ್ಚುವರಿ ಪ್ರತಿ

ಪ್ರತಿ:
1. ಮಾನ್ಯ ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಹಾಗೂ ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಸಚಿವರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿಗಳು, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು.
2. ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿಯವರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿ, ಆರೋಗ್ಯ ಮತ್ತು ಕುಟುಂಬ ಕಲ್ಯಾಣ ಇಲಾಖೆ, ವಿಕಾಸಸೌಧ.
3. ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿಯವರು ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿ, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ.
4. ಸರ್ಕಾರದ ಅಪರ ಕಾರ್ಯದರ್ಶಿಯವರ ಆಪ್ತ ಸಹಾಯಕರು, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ.
5. ಮುಖ್ಯ ಕಾರ್ಯನಿರ್ವಹಕ ಅಧಿಕಾರಿ, ಮೂಲ ಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ನಿಗಮ (ಕರ್ನಾಟಕ), ಬೆಂಗಳೂರು.

Members present in the meeting regarding Setting up of Medical Colleges in 11 districts of Karnataka on 15.07.2022 under the Chairmanship of the Director, PPP Cell, Infrastructure Development Ports, and Inland Water Transport Department.

#	Name & Designation	Department / Organization Address, Tel Nos. & E-mail.	Signature
1.	Sri C S Babu Nagesh, Director, PPP Cell, IDP&IWTD	In the Chair	
2.	Dr. Prabhudev B Gowda Nodal Officer SNO, AIHA	Health & Family welfare Services. 9449843438 drprabhuortho@gmail.com	
3.	Dr Ramesh Revanna nodal officer TCE.	Medical Education 9341229228 - rameshrevra@gmail.com	
4.	D. PREMRAJ AVP, IDECK	IDECK 9952676920 premraj.d@ideck.in.	
5.	Susan Jose Manager	IDeKK 9663033196 susan.jose@ideck.in	

#	Name & Designation	Department / Organization Address, Tel Nos. & E-mail.	Signature
6.	K L. Lokanath	Consultant	
7.			
8.			
9.			
10.			
11.			

I/285597/2022

ರಾಜ್ಯದ 11 ಜಿಲ್ಲೆಗಳಲ್ಲಿ ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪ್ರಾರಂಭಿಸಲು ಮತ್ತು ಜಿಲ್ಲಾ ಆಸ್ಪತ್ರೆಗಳನ್ನು ಉನ್ನತೀಕರಿಸುವ ಯೋಜನೆಗಳ ಪರಿಚಯ ಪಡೆಯಲು ನಿರ್ದೇಶಕರು, ಪಿಪಿಪಿ ಕೋಶ, ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆರವರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ದಿನಾಂಕ 15.07.2022 ರಂದು ನಡೆಸಲಾದ ಸಭೆಯ ನಡವಳಿಗಳು:

ಸಭೆಯಲ್ಲಿ ಹಾಜರಿದ್ದವರ ಪಟ್ಟಿ:

#	ಹೆಸರು ಮತ್ತ ಪದನಾಮ
1.	ಶ್ರೀ ಸಿ ಎಸ್ ಬಾಬು ನಾಗೇಶ್, ನಿರ್ದೇಶಕರು, ಪಿಪಿಪಿ ಕೋಶ, ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ - **ಅಧ್ಯಕ್ಷರು**
2.	ಶ್ರೀಮತಿ ಕೆ.ಆರ್.ದೇವಿಕ, ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು, ಪಿಪಿಪಿ ಕೋಶ, ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ.
3.	ಡಾ|| ಪ್ರಭುದೇವ ಗೌಡ, ಹಿರಿಯ ತಜ್ಞರು, ಆಶಾ, ಬೆಂಗಳೂರು.
4.	ಡಾ|| ರಮೇಶ್ ರೇವಣ್ಣ, ನೋಡಲ್ ಅಧಿಕಾರಿ, TCC, ಬೆಂಗಳೂರು.
5.	ಶ್ರೀ ಡಿ. ಪ್ರೇಮ್‌ರಾಜ್, AVP, iDeCK, ಬೆಂಗಳೂರು.
6.	ಶ್ರೀ ಸುಸನ್ ಗೌರ್, Manager, iDeCK, ಬೆಂಗಳೂರು.
7.	ಶ್ರೀ ಕೆ. ಎಲ್. ಲೋಕನಾಥ್, Consultant, DME, ಬೆಂಗಳೂರು.

ನಿರ್ದೇಶಕರು, ಪಿಪಿಪಿ ಕೋಶ, ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಬಂದರು ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆರವರು ಸಭೆಯಲ್ಲಿ ಹಾಜರಿದ್ದ ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆಯ ಅಧಿಕಾರಿಗಳು / ಸಮಾಲೋಚಕ ಪ್ರತಿನಿಧಿಗಳನ್ನು ಸ್ವಾಗತಿಸಿದರು.

1. ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆಯಿಂದ ಜನವರಿ-ಫೆಬ್ರವರಿ 2022 ರಲ್ಲಿ ಈ ಯೋಜನೆಗಳ ಪ್ರಸ್ತಾವನೆಯು ಪಿಪಿಪಿ ಕೋಶದಲ್ಲಿ ಸ್ವೀಕೃತವಾಗಿದ್ದು, ತದನಂತರದ ಬೆಳವಣಿಗೆಗಳನ್ನು ತಿಳಿಸುವಂತೆ ಅಧ್ಯಕ್ಷರು ಕೋರಿದರು.
2. ಸಭೆಯಲ್ಲಿ ಹಾಜರಿದ್ದ ಐಡೆಕ್ ಪ್ರತಿನಿಧಿಗಳು ರಾಜ್ಯದ 11 ಜಿಲ್ಲೆಗಳಲ್ಲಿ ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪ್ರಾರಂಭಿಸಲು ಮತ್ತು ಜಿಲ್ಲಾ ಆಸ್ಪತ್ರೆಗಳನ್ನು ಉನ್ನತೀಕರಿಸುವ ಪ್ರಸ್ತಾವನೆಯ **ಪ್ರಥಮ ಹಂತವಾಗಿ** ಕೋಲಾರ, ಉಡುಪಿ, ದಾವಣಗೆರೆ, ವಿಜಯಪುರ ಜಿಲ್ಲಾ ಆಸ್ಪತ್ರೆಗಳಲ್ಲಿ ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪಿಪಿಪಿಯಲ್ಲಿ ಸ್ಥಾಪಿಸಿ ಮುಂದುವರೆಸುವ ಸಾಧ್ಯತೆಗಳನ್ನು ಪರಿಶೀಲಿಸುವಂತೆ ಆಡಳಿತ ಇಲಾಖೆಯು ತಿಳಿಸಿರುವುದಾಗಿ ಮಾಹಿತಿ ನೀಡಿ, ಪ್ರತಿ ಜಿಲ್ಲೆಗೆ ರೂ. 25.00 ಲಕ್ಷಗಳು+ GST ನಂತೆ ಸಮಾಲೋಚಕ ಸೇವೆಯ ಸಂಭಾವನೆಯನ್ನು 4(g) ವಿನಾಯಿತಿ ಅಡಿ ನಿಗಧಿಯಾಗಿರುವುದಾಗಿ ತಿಳಿಸಿದರು.
3. ಮುಂದುವರೆದು, ಈ ನಾಲ್ಕು ಜಿಲ್ಲೆಗಳ ಸ್ಥಳ ಪರಿವೀಕ್ಷಣೆ ಹಾಗೂ ಮಾಹಿತಿ ಸಂಗ್ರಹಣೆಯನ್ನು ಕ್ರೂಢೀಕರಿಸುತ್ತಿರುವುದಾಗಿ ತಿಳಿಸಿದರು. ಸ್ಥಳ ನಿಗಧಿಯಾದ ನಂತರ, ಯೋಜನೆಯು ಒಳಗೊಳ್ಳಬೇಕಾದ ಪರಿಕಲ್ಪನಾ ಟಿಪ್ಪಣಿಯನ್ನು ತಯಾರಿಸಿ, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆಯ ಆಂತರಿಕಾ ಪಿಪಿಪಿ ಕೋಶದಲ್ಲಿ ಅದನ್ನು ಮಂಡಿಸಿ ಮುಂದುವರೆಯುವಂತೆ ತಿಳಿಸಿದ ಅಧ್ಯಕ್ಷರು ಪಿಪಿಪಿ ಯೋಜನೆಗಳು ಮುಂದುವರೆಯುವ ಪ್ರಕ್ರಿಯೆಗಳ ಕುರಿತು ವೈದ್ಯಕೀಯ ಅಧಿಕಾರಿಗಳಿಗೆ ಸಂಕ್ಷಿಪ್ತವಾದ ಪರಿಚಯ ಮಾಹಿತಿಯನ್ನು ನೀಡಿದರು.
4. ವೈದ್ಯಕೀಯ ಅಧಿಕಾರಿಗಳು ಈ ಯೋಜನೆಗಳು Directorate of Medical Education ರವರಿಂದ ಮುಂದುವರೆಸಲ್ಪಡುತ್ತಿದ್ದು, ತಾವುಗಳು ಹಾಲಿ ಅಸ್ತಿತ್ವದಲ್ಲಿರುವ ಆಸ್ಪತ್ರೆಗಳ ವಿವರಗಳನ್ನು ಮತ್ತು ವೈದ್ಯಕೀಯ ಕಾಲೇಜು ಸ್ಥಾಪಿಸಲು ಸೂಕ್ತವಾಗಿರುವ ಸ್ಥಳ ಗುರುತಿಸುವಿಕೆಯ ನೋಡಲ್ ಕಾರ್ಯಕ್ಕೆ ಮಾತ್ರ ಸಹಕರಿಸುತ್ತಿರುವುದಾಗಿ ತಿಳಿಸಿ, ಪಿಪಿಪಿ

I/285597/2022

ಯೋಜನೆಗಳ ಹಂತವಾರು ಮುಂದುವರೆಸುವುದನ್ನು Director, Medical Education ರವರೊಂದಿಗೆ ಚರ್ಚಿಸುವುದು ಸೂಕ್ತ ಎಂದು ತಿಳಿಸಿ, ಮುಂದಿನ ವಾರದಲ್ಲಿ Director, Medical Education ಅವರನ್ನೂ ಒಳಗೊಂಡಂತೆ ಚರ್ಚೆಗೆ ದಿನ ನಿಗಧಿಪಡಿಸಲು ಕೋರಿದರು.

5. ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆಯ ಮೇಲಿನ ಯೋಜನೆಗಳ ಕುರಿತು, ಮುಂದಿನ ಕೆಲವು ದಿನಗಳಲ್ಲಿ ಆಯೋಜಿಸಲು ಪ್ರಸ್ತಾಪಿಸಿರುವ 23ನೇ SLSWA ನ ತಾತ್ವಿಕ ಅನುಮೋದನೆ ಪಡೆಯಲು ಅಗತ್ಯ ಟಿಪ್ಪಣಿ ತಯಾರಿಸಿ ಆಡಳಿತ ಇಲಾಖೆಯ ಮೂಲಕ ಕಳುಹಿಸಲು ಕ್ರಮವಹಿಸುವಂತೆ ಅಧ್ಯಕ್ಷರು ವೈದ್ಯಕೀಯ ಅಧಿಕಾರಿಗಳು ಹಾಗೂ ಸಮಾಲೋಚಕ ಪ್ರತಿನಿಧಿಗಳಿಗೆ ತಿಳಿಸಿದರು.

ವಂದನಾರ್ಪಣೆಯೊಂದಿಗೆ ಸಭೆಯು ಮುಕ್ತಾಯವಾಯಿತು

(ಸಿ. ಎಸ್. ಬಾಬು ನಾಗೇಶ್)
ನಿರ್ದೇಶಕರು, ಪಿಪಿಪಿ ಕೋಶ,
ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಬಂದರು
ಮತ್ತು ಒಳನಾಡು ಜಲಸಾರಿಗೆ ಇಲಾಖೆ

ಕ.ಸಂ: ಐಡಿಡಿ 53 ಐಟಿಎಸ್ 2022

ಪ್ರತಿಯನ್ನು:

1. ಕಾರ್ಯದರ್ಶಿಗಳು, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ, ಬಹುಮಹಡಿಗಳ ಕಟ್ಟಡ, ಬೆಂಗಳೂರು ರವರ ಮಾಹಿತಿಗೆ
2. ನಿರ್ದೇಶಕರು, ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ, ಬೆಂಗಳೂರು ರವರ ಮಾಹಿತಿ ಹಾಗೂ ಮುಂದಿನ ಕ್ರಮಕ್ಕೆ (dmekarnataka@yahoo.com)
3. ಡಾ|| ಪ್ರಭುದೇವ ಗೌಡ ಮತ್ತು ಡಾ|| ರಮೇಶ್ ರೇವಣ್ಣ, ವೈದ್ಯಕೀಯ ಅಧಿಕಾರಿಗಳಿಗೆ ವೈಯಕ್ತಿಕವಾಗಿ ಇಮೇಲ್ ಮುಖಾಂತರ (ramesh2reva@gmail.com), (drprabhuortho@gmail.com)
4. M/s. iDeCKನ ಪ್ರತಿನಿಧಿಗಳು, ಬೆಂಗಳೂರು ರವರಿಗೆ premraj.d@ideck.in

Gmail

Director IDD <director.idd@gmail.com>

Proceedings of the meeting dtd 15-07-2022 for Setting up of Medical Colleges in 11 districts of Karnataka

1 message

Director IDD <director.idd@gmail.com> 18 July 2022 at 12:02
To: prsecyme@gmail.com, dmekarnataka@yahoo.com, ramesh2reva@gmail.com, drprabhuortho@gmail.com, premraj.d@ideck.in
Cc: Infrastructure development <idd.prs@gmail.com>, infra.ds3@gmail.com, "K.Jayakishan" <Jayakishan.k@ideck.in>

Sir / Madam,

Please find the attached proceedings of the meeting dtd 15-07-2022 for Setting up of Medical Colleges in 11 districts of Karnataka for kind information and necessary action.

With Warm Regards,

C.S.Babu Nagesh

Director, PPP Cell,

Infrastructure Development, Port &

Inland Water Transport Department,
Room No.08, Vikasa Soudha,

Dr. B R Ambedkar Road, Bangalore - 560 001
Phone: +91-8022034070

Web: www.idd.karnataka.gov.in

On Tue, 5 Jul 2022 at 17:19, Director IDD <director.idd@gmail.com> wrote:

> ಮಾನ್ಯರೆ,
>
> ರಾಜ್ಯದ 11 ಜಿಲ್ಲೆಗಳಲ್ಲಿ ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪಿಪಿಪಿ ಮಾದರಿಯಲ್ಲಿ ಸ್ಥಾಪಿಸಲು ಅಗತ್ಯವಿರುವ DPR ತಯಾರಿಕೆಗಾಗಿ ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆಯು ಸಮಾಲೋಚಕರಾದ ಮೆ. ಐಡೆಕ್ ರವರಿಗೆ ಮಾಹಿತಿ ಒದಗಿಸುವ ಸಂಬಂಧ ಇಬ್ಬರು ಅಧಿಕಾರಿಗಳನ್ನು ನೋಡಲ್ ಅಧಿಕಾರಿಗಳನ್ನಾಗಿ ನೇಮಿಸಿ ಹೊರಡಿಸಿರುವ ಅಧಿಸೂಚನೆ ದಿ:30.06.2022 (ಪ್ರತಿಯನ್ನು ಇಮೇಲ್‌ನೊಂದಿಗೆ ಲಗತ್ತಿಸಿದೆ) ಈ ಕಛೇರಿಯಲ್ಲಿ ಸ್ವೀಕೃತವಾಗಿದೆ.
>
> ಈ ಯೋಜನೆಗಳ ಬೆಳವಣಿಗೆಯ ಕುರಿತು ಮಾಹಿತಿ ನೀಡಲು ಸದರಿ ನೋಡಲ್ ಅಧಿಕಾರಿಗಳನ್ನು ಸಮಾಲೋಚಕ ಪ್ರತಿನಿಧಿಯೊಂದಿಗೆ ದಿ: 08.07.2022. ರಂದು ಪೂರ್ವಾಹ್ನ 11.30 ಕ್ಕೆ ಈ ಕಛೇರಿಯಲ್ಲಿ ಚರ್ಚೆಗೆ ನಿಯೋಜಿಸಲು ಕೋರಿದೆ.
>
> ಮುಂದುವರೆದು, ಸದರಿ ಯೋಜನೆಗಳನ್ನು ಪಿಪಿಪಿ ಮಾದರಿಯಲ್ಲಿ ಮುಂದುವರೆಸುವ ಕುರಿತು **ಪಿಪಿಪಿ ಯೋಜನೆಗಳ SLSWA ನಲ್ಲಿ ತಾತ್ವಿಕ ಅನುಮೋದನೆ ಪಡೆಯುವ ಅಗತ್ಯವಿರುತ್ತದೆ**. SLSWA (23ನೇ) ಸಭೆಯನ್ನು ಸದ್ಯದಲ್ಲೇ (ಮುಂದಿನ ಎರಡು ವಾರದೊಳಗೆ) ಆಯೋಜಿಸಲು ಕ್ರಮವಹಿಸಲಾಗುತ್ತಿದೆ.
>
> ಸದರಿ ಸಭೆಯಲ್ಲಿ ತಮ್ಮ ಇಲಾಖೆಯ ಯೋಜನೆಗಳನ್ನು ಮಂಡಿಸಲು ಅಗತ್ಯವಿರುವ ಅಜೆಂಡಾವನ್ನು ಈ ಇಮೇಲ್‌ನೊಂದಿಗೆ ಲಗತ್ತಿಸಿದ 'SOP for obtaining in-principle approval of SLSWA' ನನ್ವಯ ತಯಾರಿಸಿ ಕಳುಹಿಸುವಂತೆ ಕೋರಿದೆ.
>
> With Warm Regards,
>
> C.S.Babu Nagesh

Director, PPP Cell,

Infrastructure Development, Port &

Inland Water Transport Department,
Room No.08, Vikasa Soudha,

Dr. B R Ambedkar Road, Bangalore - 560 001
Phone: +91-8022034070

Web: www.idd.karnataka.gov.in

MED - Proceedings of the Meeting dtd 15-07-2022.pdf
79K

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಸಂಖ್ಯೆ: ಎಂಇಡಿ 04 ಆರ್‌ಐ 2022

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಸಚಿವಾಲಯ
ಬಹುಮಹಡಿ ಕಟ್ಟಡ
ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 18/07/2022

ಇವರಿಂದ
ಸರ್ಕಾರದ ಕಾರ್ಯದರ್ಶಿ,
ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ

ಇವರಿಗೆ:
ನಿರ್ದೇಶಕರು,
ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ನಿರ್ದೇಶನಾಲಯ
ಆನಂದರಾವ್ ವೃತ್ತ, ಬೆಂಗಳೂರು.

ಮಾನ್ಯರೆ,

ವಿಷಯ : ರಾಜ್ಯದಲ್ಲಿ ಸಾರ್ವಜನಿಕ-ಖಾಸಗಿ ಸಹ ಭಾಗಿತ್ವದಲ್ಲಿ ವೈದ್ಯಕೀಯ ಕಾಲೇಜುಗಳನ್ನು ಪ್ರಾರಂಭ ಮಾಡುವ ಬಗ್ಗೆ.

*****

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂದಿಸಿದಂತೆ, ಮಾನ್ಯ ಇಲಾಖಾ ಸಚಿವರು ದಿನಾಂಕ:11/7/2022ರಂದು ನಡೆಸಿದ ಇಲಾಖಾ ಪ್ರಗತಿ ಪರಿಶೀಲನಾ ಸಭೆಯಲ್ಲಿ, ಸೂಚ್ಯಾದೇಶಿಸಿರುವಂತೆ ವೈದ್ಯಕೀಯ ಸಂಸ್ಥೇಗಳನ್ನು ಪಿಪಿಪಿ ಮಾದರಿಯಲ್ಲಿ 11 ಜಿಲ್ಲೆಗಳಲ್ಲಿ ಪ್ರಾರಂಭಿಸಲು ಉದ್ದೇಶಿಸಲಾಗಿದ್ದು, ಪ್ರಾಥಮಿಕ ಹಂತವಾಗಿ **ದಾವಣಗೆರೆ, ಉಡುಪಿ, ಕೋಲಾರ ಮತ್ತು ವಿಜಯಪುರ** ಜಿಲ್ಲೆಗಳಲ್ಲಿ ಪ್ರಾರಂಭಿಸಲು ಅನುಕೂಲವಾಗುವಂತೆ ಐಡೆಕ್ (IDeCK) ಸಂಸ್ಥೇಯ ಸಹಯೋಗದೊಂದಿಗೆ ವಿಸ್ತೃತ ಯೋಜನಾ ವರದಿಯನ್ನು (ಡಿಪಿಆರ್) ತಯಾರಿಸಿ ಸಲ್ಲಿಸುವಂತೆ ತಮ್ಮನ್ನು ಕೋರಲು ನಿರ್ದೇಶಿತನಾಗಿದ್ದೇನೆ.

ನಿಮ್ಮ ನಂಬುಗೆಯ,

(ಎಂ. ಜ್ಯೋತಿಪ್ರಕಾಶ್)
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ-2
ವೈದ್ಯಕೀಯ ಶಿಕ್ಷಣ ಇಲಾಖೆ

ಪ್ರತಿ ಮಾಹಿತಿಗಾಗಿ

1. ಸರ್ಕಾರದ ಅಪರ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿ, ಮೂಲ ಸೌಕರ್ಯ ಅಭಿವೃದ್ಧಿ ಇಲಾಖೆ, ವಿಕಾಸಸೌಧ.
2. **CEO, IDeCk, 9/7, KCN Bhavan, Yamunabai Road, Madhavnagar Extension, off Race Course Road, Bangalore-1**

File No. IDD-ITS/53/2022-O/o-INFRASTRUCTURE DEVELOPMENT DEPARTMENT (Computer No. 820081)
Generated from eOffice by Typist, Ty1-pppcell(NS), TYPIST, SECRETARIAT- IDD. on 19/05/2026 11:45 AM