



**RFP  
for  
Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study  
for Medical College and Hospital Projects in Andhra Pradesh**

**Tender No:** T.N.No.-1-1/APMSIDC/ADMIN/2021-22

**Dated:** 17.02.2022

**Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)  
Department of Health, Medical & Family Welfare  
Government of Andhra Pradesh**

**Disclaimer**

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “Andhra Pradesh Medical Education and Research Corporation (APMERC)” has invited Tenders for Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh

The information contained in this tender document or subsequently provided to bidders whether verbally or in documentary form by or on behalf of Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Andhra Pradesh Medical Education and Research Corporation (APMERC), or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this tender document and any other terms and conditions subject to which such information is provided.

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## **1. Introduction**

The main function of APMERC is revitalization of Tertiary hospital and health care services including strengthening of existing hospitals, construction of new hospitals, medical & nursing colleges etc.

The present tender is invited for procuring services related to techno economic viability for medical colleges and hospitals in the state of Andhra Pradesh.

## 2. Bid Data Sheet (BDS)

S. No	Information	Details
1.	Tender Inviting Authority (TIA)	Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh
2.	Purchaser/Client	Andhra Pradesh Medical Education and Research Corporation Ltd. (APMERC)
3.	Name of Tender	Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh
4.	Contact details of Tender Inviting Authority	Designation: MD APMSIDC Address: Second Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503 E-mail id: md.apmerc@gmail.com Contact No: 8978680704
5.	Availability of tender document	<a href="http://msidc.ap.nic.in">http://msidc.ap.nic.in</a>
6.	Tender reference number	T.N.No.1-1/APMSIDC/ADMIN/2021-22, Dated. 17.02.22
7.	Date of publishing of Tender	19.02.2022
8.	Non-Refundable Tender Processing Fee	<b>INR 5000/-</b> in form of Demand Draft (DD) from any nationalized bank preferably SBI in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Mangalagiri  <b>Or</b> The tenderer shall remit Processing fee online to the account of the <b>Managing Director, APMSIDC, Mangalagiri (Account No. 142410011000314 of Union Bak of India, Mangalagiri Branch, Mangalagiri, 522</b>

S. No	Information	Details
		<b>503, IFSC Code: UBIN0803669)</b> and upload the original Transaction slip with UTR number. Failure to pay the Processing fee in the aforesaid manner will entitle for rejection of the bid
9.	EMD	a) E.M.D.: Rs.50,000/- The bidders can pay by way of Demand Draft or through unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank /scheduled bank in favour of Managing Director, APMSIDC, Mangalagiri. BG towards EMD has to be scanned and uploaded. The Bank Guarantee shall be valid for 6 Months from the tender issuance date.
10.	Method of evaluation of bids	Lowest cost bidder (L1)
11.	E-mail id for submission of queries	<a href="mailto:md.apmerc@gmail.com">md.apmerc@gmail.com</a> The interested bidders to submit the queries by 21.02.2022
12.	Last date, time (deadline) and venue for receipt of proposals in response to this tender notice	05:00 PM 28.02.2022 Address: Second Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503
13.	Date and time of opening of Technical Bids	05.30 PM 28.02. 2022
14.	Date and Time of submission of original copies of DD and EMD	05:00 PM 02.03.2022
15.	Date and time of Opening of Financial Bid	To be announced later
16.	Bid validity period	90 days
17.	Contract period	2 Months

**3.**

**3. Procurement process**

- A. Eligible Bidders must submit their bids for the complete scope of work. Any bid submitted for incomplete scope shall be rejected.
- B. Issuance of Bidding Documents will not be construed to mean that such bidders are automatically considered qualified
- C. All bids must be accompanied by EMD, failing which the bid will be rejected
- D. All bidding documents to be submitted to the address mentioned in the Bid Data Sheet. All bids must be submitted on or before last date and time as mentioned in the bid data sheet
- E. APMSIDC reserves the right to reject bids without assigning any reason whatsoever.
- F. APMSIDC shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.
- G. The bidder shall submit the technical bid and financial bid separately. The bidder shall provide the technical bid documents in sealed envelope marked as Part A and financial bid in another sealed envelope marked as Part B. Both these sealed envelopes to be placed in a bigger envelope and sealed.
- H. The submission of financial bid within the technical bid is not acceptable and bid will be rejected.



#### **4. General References**

- a) The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of Andhra Pradesh Medical Education and Research Corporation (APMERC)
- b) Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
- c) Andhra Pradesh Medical Education and Research Corporation (APMERC) is an implementing authority and sign the contract with the successful bidder.
- d) Andhra Pradesh Medical Education and Research Corporation (APMERC) hereafter shall be referred as “Client” in this document.
- e) The Applicant who is providing response to this bid is hereafter referred as “Bidder” in this document.
- f) The Bidder who is successful in post evaluation of proposals according to terms and conditions of this tender is hereafter referred to as “Selected Bidder”
- g) The Selected Bidder to whom the client issues the LOA shall be referred in this tender as “Service Provider”.

## 5. Detailed Scope of Work of Service Provider

### 5.1 Scope:

The TEV report shall cover construction of 8 new medical colleges, strengthening of 11 existing medical colleges, 2 attached institutions, 3 specialty hospitals at Kadapa. Architectural firms are appointed for all the projects. The tenders are published and Letter of Award issued to the Contractors.

All 24 projects are combined into 5 packages for preparation of TEV report. The bidder shall submit 5 TEV reports which shall cover all projects mentioned in the table below:

S. No	Location	Project cost (Rs. Cr)
<b>New Medical Colleges</b>		
1	Anakapalli	500
2	Rajahmundry	475
3	Plakollu	475
4	Eluru	525
5	Piduguralla	500
6	Machilipatnam	550
7	Nandyal	475
8	Adoni	475
<b>Existing Medical Colleges and attached institutions</b>		
1	GMC and GGH Srikakulam	150
2	AMC and KGH Vishakhapatnam	600
3	VIMS Vishakhapatnam	250
4	Government Victoria Hospital, Vishakhapatnam	100
5	RMC and GGH Kakinada	500
6	SMC and GGH Vijayawada	175
7	GMC and GGH Guntur	500
8	GMC and GGH Ongole	170
9	ACSR and GGH Nellore	100
10	SVMC and SVRRGGH Tirupati	400
11	GMC and GGH Kadapa	75

S. No	Location	Project cost (Rs. Cr)
12	GMC and GGH Anantapur	300
13	KMC and GGH Kurnool	500
<b>Medical infrastructure projects at Kadapa</b>		
1	Kadapa Cancer centre	107
2	Kadapa Super Specialty	125
3	Kadapa Mental Health	25

The indicative scope of work is provided as under:

- Undertake desk research based on published information / data available from Client and related sources, Internet, etc.
- Strategic analysis not limited to SWOT, risk analysis etc.
- Locational analysis not limited to site, infrastructure assessment, socio economic indicators, demography etc.
- Site visits for analysis as required.
- Healthcare market assessment
- Technical assessment including proposed project components (civil and equipment), site area, project cost etc.
- Business plan validation
- Review of financial model including assumptions, expenses, NPV, DSCR, P&L, sensitivity etc. estimated by the Company.
- Review of requirement of statutory approvals / permissions / clearances for the Project
- Management evaluation of APMERC and other agencies

Note:

The scope of work is indicative. It is the responsibility of the Consultant to prepare TEV which is acceptable for any financial institution for funding of medical colleges and hospitals.

## 5.2 Eligibility Criteria:

The Bidders should meet the following eligibility criteria for qualification of technical criteria:

S. No	Eligibility	Documents required
1	The bidder shall be either Individual/a partnership firm/ Company/ Trust/ Society	License/registration/incorporation as per the applicable laws
2	The bidder should have atleast 5 years of experience in Techno Economic Viability Studies	Registration certificate/ Experience certificate
3	The bidder should have an average turnover of Rs. 100 Cr during the last three financial years (FY 18-19, FY 19-20 and FY 20-21)	CA certificate
4	The bidder should have net worth of atleast Rs. 50 Cr as on 31.03.2021	CA certificate
5	The bidder should have conducted TEV study for infrastructure projects of total cost of Rs. 5000 Cr with minimum project cost of Rs. 1000 Cr during the last five years from the tender inviting date	Letter of Engagement/ Completion certificate
7	The bidder should have conducted TEV study for atleast one healthcare project during the last three years from the tender inviting date	Letter of Engagement/ Completion certificate
8	The bidder should not have been blacklisted by any Centra Government/State Government/PSUs as on Notice Inviting Tender Date	Annexure 2

Note:

Consortium bids will not be allowed.

### **5.3 Evaluation criteria for Technical proposal**

5.3.1 The bidders who qualified the eligibility criteria are eligible for opening of financial bids.

### **5.4 Evaluation criteria for financial proposal**

Bidders shall upload the financial proposal in the format at Annexure 4 (the “Financial Proposal”), clearly indicating the total cost of the service in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

While submitting Financial Proposal, the Bidder shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities excluding GST. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. The service provider shall be liable to pay GST which can be deducted at source on every respective bill payment made by client. Any input tax claim deduction benefit shall go to the Client/Government.
- c) Costs shall be expressed in INR.

### **5.5 Finalization of successful bidder**

The technically qualified bidder quoting the lowest fee shall be ranked L1 and declared as successful bidder.

### **5.6 Bid validity period**

- A. The Bids shall remain valid for 90 days from the date of submission for acceptance and the prices quoted shall remain for the duration of the agreement. The Client may request for further extension as deemed fit and the Bidder will

send intimation of acceptance. A bidder may refuse the request without forfeiting its EMD. A bidder granting the request is not permitted to modify its bid.

- B. In exceptional circumstances, the TIA may solicit the bidders' consent to an extension of the period of validity. The EMD provided shall be suitably extended. A bidder may refuse the request without forfeiting its EMD. A bidder granting the request is not permitted to modify its bid.

### **5.7 Minimum number of Bids**

In case only a single bid is received against this tender, APMSIDC reserves the right to cancel the tender process and float a fresh tender.

### **5.8 Cost of proposal**

The Bidders shall be responsible for all the costs associated with preparation of their Proposals and their participation in the selection process. The bidders may visit the sites and shall get themselves thoroughly acquainted with the local site condition. The Client will not be responsible, nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

### **5.9 Acknowledgement by Bidder**

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

- a) Made a complete and careful examination of the tender;
- b) Acknowledged that it does not have a Conflict of Interest; and
- c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

### **5.10 Conflict of interest**

- a) A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.
- b) A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
  - i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - ii. receives or has received any direct or indirect subsidy from another Bidder; or
  - iii. has the same legal representative as another Bidder; or
  - iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the TIA regarding this bidding process; or

- v. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- vi. Or any of its affiliates has been hired (or is proposed to be hired) by the TIA in implementing Service Provider Agreement.
- vii. has a close business or family relationship with a professional staff of the Client who:
  - are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
  - would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the procurement process and execution of the contract

#### **5.11 Contents of the RFP**

This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with the relevant clause.

#### **5.12 Clarifications on RFP by TIA**

The bidder shall submit the queries by e-mail as mentioned in the Bid Data Sheet. APMSIDC reserves the right to provide reply to the queries.

#### **5.13 Completion Period**

The successful bidder is required to complete the aforesaid work, including submission of the draft TEV report, within a period of 30 days from the date of issue of Letter of Intent (LOI) Or such extended time as may be allowed by the Client. Any delay in completion of the assignment shall make the bidder liable for forfeiting the Performance Guarantee. Notwithstanding the submission of the report, the Client shall have the right to call upon the successful bidder for making presentations on its report before any committee officials of the Client and to respond to any queries/ clarifications.

#### **5.14 Preparation and submission of proposal**

##### **5.14.1 Language of bid**

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tender Inviting Authority, shall be written in the English language. Supporting documents and printed literature furnished by

the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### **5.14.2 Format and signing of proposal**

The Bidder shall provide all information sought under this tender. The TIA would evaluate only those proposals that are received in the specified forms and complete in all respects.

The proposal shall be typed and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the "Authorized Representative").

#### **5.14.3 Submission of proposal**

The proposal submission shall as per the process mentioned in Section 3.

#### **5.14.4 Proposal Submission Date**

The Proposal Submission Date is listed in the Bid Data Sheet. The TIA may, in its sole discretion, extend the Proposal Submission Date by issuing a Corrigendum.

#### **5.14.5 Bid fees and Earnest Money Deposit**

- (a) The Bid shall be accompanied by non-refundable Tender Processing Fee and Earnest Money Deposit (EMD) as mentioned in BDS in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Mangalagiri
- (b) No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be not considered.
- (c) EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of resultant agreement. EMD of successful Service Provider will be returned without any interest, after receipt of performance security as per terms of agreement.
- (d) EMD of Bidder may be forfeited without prejudice to other rights of the TIA
  - if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid, or if it comes to notice that information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to aforesaid grounds, successful Bidder's



EMD will also be forfeited without prejudice to other rights of the bidder, if he fails to furnish the required performance security within specified period.

- In case of a successful bidder, if fails: to sign the contract within the prescribed time or; to furnish the specified performance security or to submit unconditional acknowledgement of LOA within prescribed time.
- (e) The EMD shall be extended beyond the original validity period in case the signing of Agreement is delayed due to any reason
- (f) The Bidder shall submit separate bid for Technical and price bid / financial bid.

#### **5.14.6 Fraud and Corrupt Practices**

Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this tender, TIA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.

Without prejudice to the rights of TIA hereinabove and the rights and remedies which TIA may have under the Letter of Award (LOA), if an Applicant, as the case may be, is found by TIA 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 Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or tender issued by TIA during a period of 3 (three) years from the date such Applicant, as the case may be, is found by TIA to have directly 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.

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

- i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- iv. “undesirable practice” means
  - establishing contact with any person connected with or employed or engaged by TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **5.15 Confidentiality**

Information relating to examination, clarification, evaluation, and recommendation for selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the TIA in relation to or matters arising out of/ or concerning the Selection Process. The TIA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA 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 statutory entity and/or the TIA

#### **5.16 Clarifications from Bidder**

To facilitate evaluation of Proposals, the TIA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the TIA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the TIA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the TIA.

#### **5.17 TIA’s Right to accept/reject any proposal or all proposals**

The TIA reserves the right to accept or reject any bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the TIA’s action.

## **5.18 Award of Contract**

### **5.18.1 Notification of Award**

Prior to expiry of the period of Bid validity prescribed by Client, the Client will notify the successful bidder(s) in writing, that their Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Notification of Award"/"Letter of Award") shall name the sum which the Client will pay to Service Provider in consideration of the execution, completion and maintenance of the Work by the Service Provider as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price"). Within 5 days of receipt of the "Notification of Award"/"Letter of Award" the successful bidder shall sign and return a copy of the same to the Client as acknowledgement of receipt of the same.

### **5.18.2 Performance Security**

- a) Upon receipt of Letter of Award (LOA) from the Client, the successful Bidder within 10 days shall furnish the Performance Security for an amount equal to 5% of the total quoted amount which shall be valid for 60 days beyond the contract period from the date of submission, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. If Selected Bidder fails to submit performance security within stipulated time, the EMD shall be forfeited.
- b) The performance security shall be in the name of MD, APMERC.
- c) The performance security will be discharged by the client or authorized person to the Agency not later than 60 days following the date of completion of the Agency's performance obligations under the contract.
- d) The Selected Bidder shall have to provide extended Bank Guarantee, before expiry, as required.
- e) Any non-renewal of performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default for termination of the contract without prejudice to take other legal recourse by penalty, compensation, blacklisting etc. as the case may be.

### **5.18.3 Signing of contract**

After acknowledgement of Letter of Award (LOA) by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from date of issuance of LOA. Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign Agreement within stipulated time, their performance security shall be forfeited and appropriated by the

Client. In such an event, the Client may invite next ranked Bidder for negotiations and may issue LOA to him.

#### **5.19 Disqualification of the bidder**

- a) Any misrepresentation/improper response may lead to disqualification of the Bidder.
- b) In case it is found during evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility 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 Service Provider either by issue of the LOA or entering into of the Agreement
- c) If the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by the Client without the Client being liable in any manner whatsoever to the Applicant, as the case may be. In such an event, the Client shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the Client as mutually agreed for, inter alia, time, cost and effort of the Client without any other right or remedy that may be available to the Client

#### **5.20 General Conditions of Contract**

##### **5.20.1 Definitions**

- a. "Contract" means the agreement entered into between the Implementing authority (IA) and the Agency as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Agency under the Contract for the full and proper performance of its contractual obligations.
- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- f. "Agency/Service Provider" means the entity, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.

- g. "Implementing Authority/Client" means the MD, APMERC
- h. "Tender inviting authority" means Managing Director, APMSIDC or his authorized representative.

#### **5.20.2 Relationship between the parties**

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

#### **5.20.3 Law Governing the Contract**

The Contract shall be interpreted in accordance with the laws of the Union of India

#### **5.20.4 Language**

The language for communication shall be English, unless otherwise modified by the Client

#### **5.20.5 Notices**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-mail and confirmed in writing to the other Party's address. Notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **5.20.6 Taxes and Duties**

- i. The Service Provider shall be liable and pay all GST, non-Indian taxes, duties, levies, lawfully assessed against the Client or the Service Provider in pursuance of the Contract, if applicable. Tax liability, if any, on Service Provider's personal income & property shall be borne by the Service Provider and shall be responsibility of the Service Provider as per Tax Laws of India.
- ii. Client shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Service Provider under the contract.
- iii. If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Service Provider in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

**5.20.7 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Service Provider instructing the Service Providers to begin carrying out the Services.

**5.20.8 Change in Law**

Subsequent to increases in statutory taxes during the tenure of the contract such escalated tax amount will not be reimbursed to the agency except new provisions of taxes.

**5.20.9 Expiration of Contract**

Unless terminated earlier, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

**5.20.10 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**5.20.11 Modifications**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective until the consent of the Client, as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

**5.20.12 Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;

- d) riot, commotion or disorder, except where solely restricted to employees of the Agency.
- e) Force Majeure situation arises, the Agency shall promptly notify the implementing authority in writing of such conditions and the cause thereof. Unless otherwise directed by the implementing authority in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**5.20.13 Confidentiality**

The Service Provider either during the term or within two (2) years after expiration of this Contract, should not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without prior written consent of the Client.

**5.20.14 Compliance of minimum wages act**

The Service Provider shall comply with all the provisions of Government of AP in complying with Minimum Wages Act/ Rates of Government and other applicable Labour laws issued by Government from time to time and the Client is not responsible to that effect.

**5.20.15 Indemnity**

By this agreement, the Service provider indemnifies the Client and/or Government against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service provider while performing duty.

The Service provider agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Service provider.

**5.20.16 Other Conditions**

- A. The performance security will be discharged by the Client and returned to the Agency not later than 60 days following the date of completion of the Agency's performance obligations under the contract.
- B. The Agency's request(s) for payment of bills shall be made to the Client in writing, accompanied by an invoice describing, as appropriate, the Services delivered or performed and upon fulfillment of other obligations stipulated in the contract.
- C. The payment shall be subject to deductions / additions, from / to the claim on account of penalties and incentives linked to performance against the Service Levels prescribed in the contract agreement.

- D. If any change in the scope of work causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within 15 (Fifteen) days from the date of instructions of receipt of the Client.
- E. Any change in the scope and contract price shall be effective only on approval from Client.
- F. Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest bidder prior to finalization of tenders may be accepted by the tender accepting authority

#### **5.20.17 Arbitration**

In the case of dispute or difference arising between the Client and Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Client and the other to be nominated by the Service Provider or in the case of the said Arbitrators not agreeing, then at the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration committee of the Indian Council of Arbitration, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India, India, shall be final and binding on the parties.

The Arbitration dispute if any shall be the domestic arbitration governed by the provisions of Arbitration and Conciliation Act 1996 as amended by Acts 2015 & 2019, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

#### **5.20.18 Venue of Arbitration**

The venue of arbitration shall be at the courts of Vijayawada.

#### **5.20.19 Termination of the contract**

The Client may terminate the Contract if:

a) Termination by default

The Client may terminate the Contract if:

- The Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of



notice of default or within such further period as the Client may have subsequently granted in writing

- The Consultant becomes insolvent or bankrupt
- If the Consultant fails to comply decisions / mandate of the Client.
- Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or
- If the acts of Consultant are found to be unethical by the Client.

b) Termination for Convenience - The Client, may by written notice within one month sent to the Agency, terminate the Contract, in whole or in part, at any time for its convenience without any liability on the Authority. However, all the bills to be paid to the Agency till date shall be settled based on the performance.

#### 5.20.20 Expiration of Contract

Unless terminated earlier, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

#### 5.20.21 Terms of payment

a) The payment of fees shall be made based on the achievements of various milestones specified below:

S.No	Component	Project timeline	Payment Component
1	Submission of draft 5 TEV reports for all medical colleges and hospitals	30 days from date of issuance of LoA	70% of the total quoted amount
2	Submission of final 5 TEV reports for all medical colleges and hospitals	15 days from date of final comments received from the Client	30% of the total quoted amount

b) The Client or any other agency, as per existing rules of the Government, will have the right to examine the invoices as required under relevant rules. If such examination reveals any extra payment already provisionally made, the extra

amount will be adjusted from the payment due to the Service Provider after due intimation.

**5.20.22 Penalties**

The client shall levy penalty of reduction of 5% every week on the “Total quoted value” for each week of delay. The total reduction in shall not be more than 20% and contract is liable to be cancelled after 20% reduction.

**5.20.23 Client Audit**

The Service Provider, hereby, agrees to maintain all required books of accounts and to provide them to such audit as may be required to be carried out.

**5.20.24 End of service period (Contract Expiry Date)**

The contract shall be initially for a period of 2 months and extendable as per the requirement.

**Annexure 1: Letter of Proposal**

(To be submitted by Bidder on Letterhead)

Date:

To  
Managing Director  
APMSIDC  
2<sup>nd</sup> Floor, PHYCARE Building  
Plot No. 9, APIIC IT Park  
Autonagar, Mangalagiri,  
Andhra Pradesh

RFP Ref:

RFP Name: Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh

Dear Sir,

- 1) All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Bidders
- 5) I/We to the best of our knowledge certify that, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 6) I/We to the best of our knowledge further, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 7) I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.

*RFP for Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh*

- 8) I/We agree to keep this offer valid for 90 days from the Proposal Submission Date specified in the RFP.
- 9) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully

Place:

( )

Date: Signature of authorized signatory

Designation and Official seal

Annexure 2: Declaration that the bidder is not blacklisted

(Affidavit to be submitted by the bidder)

{Place}

{Date}

To,

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the RFP for Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh

Dear Sir,

We confirm that our entity, \_\_\_\_\_, is not currently blacklisted nor involved in criminal cases by any Central/ State Governments/ PSUs in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We shall be liable for termination and also for penalty and for criminal prosecution in case any information found not true and correct.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Annexure 3: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS ..... (Name of the Bidder) (here-in after called “the Bidder”) has submitted his tender response to NIT No..... dated- ..... for the work “.....” (Name of work) (here-in after called “the tender”).

KNOWN ALL MEN by these present that we ..... (Name and Address of Bank) ..... (hereinafter called “the Bank” are bound unto ..... / (in the name of the Managing Director, APMSIDC) in the sum of \* ..... for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this ..... day of .....2021

THE CONDITIONS of this obligation are--

- (1) If after Tender opening the bidder withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Bidder having been notified of the acceptance of his bid by the Department during the period of validity.
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions of Bidders.

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\*\* ..... after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE.....

SIGNATURE OF THE BANK

WITNESS.....

SEAL.....

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*RFP for Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh*

(Signature, Name and Address)

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- \* The Bidder should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.
- \*\* 6 months for the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.

## Annexure 4: Financial Proposal

**Tender Notice No.** T.N.No.1-1/A PMSIDC/ADMIN/2021-22, Dated. 17.02.2022

Name of the work:- RFP for Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh

The bidder shall quote for individual projects. However, the final quoted price shall be considered for finalization of L1 bidder.

Sl. No.	Packages for TEV Reports	District	Location	Category (New/ Strengthening)	Amount (Rs.) in figures	Amount in words
1	Package I	Vishakhapatnam	Anakapalli	New		
2		East Godavari	Rajahmundry	New		
3		Srikakulam	GMC/ GGH Srikakulam	Strengthening		
4		Vishakhapatnam	VIMS	Strengthening		
5		Vishakhapatnam	AMC/KGH Vishakhapatnam	Strengthening		
6		Vishakhapatnam	GVH Vishakhapatnam	Strengthening		
				<b>Report 1 Amount</b>		
7	Package II	East Godavari	RMC/GGH Kakinada	Strengthening		
8		West Godavari	Eluru	New		
9		West Godavari	Palakollu	New		
			<b>Report 2 Amount</b>			
10	Package III	Kurnool	Adoni	New		
11		Kurnool	Nandyal	New		
12		Kurnool	GMC/GGH Kurnool	Strengthening		
13		Anantapur	GMC/GGH Anantapur	Strengthening		
			<b>Report 3 Amount</b>			
14	Package IV	Kadapa	Super Specialty Kadapa	New		
15		Kadapa	Cancer care Kadapa	New		



*RFP for Appointment of Consultant for carrying out Techno Economic Viability (TEV) Study for Medical College and Hospital Projects in Andhra Pradesh*

Sl. No.	Packages for TEV Reports	District	Location	Category (New/ Strengthening)	Amount (Rs.) in figures	Amount in words
16		Kadapa	Mental Care Kadapa	New		
17		Kadapa	GMC/GGH Kadapa	Strengthening		
18		Chittoor	SVMC/SVRRGGH Tirupati	Strengthening		
			<b>Report 4 Amount</b>			
19	Package V	Guntur	GMC/GGH Guntur	Strengthening		
20		Guntur	Piduguralla	New		
21		Machilipatnam	Machilipatnam	New		
22		Vijayawada	SMC/GGH Vijayawada	Strengthening		
23		Prakasam	GMC/GGH Onole	Strengthening		
24		Nellore	ACSRMC/GGH Nellore	Strengthening		
			<b>Report 5 Amount</b>			
			<b>Total Quoted Amount (Report 1+2+3+4+5)</b>			

**Note:**

1. The projects mentioned in the packages are indicative and may change based on the project/package feasibility.
2. The total quoted amount is exclusive of taxes. The taxes shall be paid as applicable.
3. The total quoted amount is inclusive of Out of Pocket Expenses including travel, lodging, boarding etc.
4. If there is any discrepancy in between words and figures of percentage of price bid, the rate in words will govern.

Annexure 5: Format of Bank Guarantee for Performance Security

To

The Managing Director

APMERC, Andhra Pradesh

WHEREAS \_\_\_\_\_ (Name of the Service Provider) hereinafter called "the Service Provider" has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ (Description of Goods and Services) hereinafter called " the Contract".

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we under take to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_.

**Signature and seal of Guarantors**

**Date** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_