

TENDER ENQUIRY DOCUMENT FOR

**Procurement of Services for MERM Boxes for ICT based adherence monitoring of
Drug Resistant Tuberculosis patients in Andhra Pradesh**

Submission of tender online @ w www.tender.approcurement.gov.in/

T.No.15.2/APMSIDC/2019-20, Dt.03.02.2020

**ANDHRA PRADESH MEDICAL SERVICE INFRASTRUCTURE
DEVELOPMENT CORPORATION**

Plot No: 09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.

Email: aphmhidc@gmail.com

Phone Number: 8978680708

SECTION - I : INVITATION FOR BIDS (IFB)
GOVERNMENT OF ANDHRA PRADESH
ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE
DEVELOPMENT CORPORATION (APMSIDC)

T.No.15.2/APMSIDC/2019-20, Dt.03.02.2020

Bids are invited on the e-procurement platform for “MERM Boxes for ICT (Information and Communication technology) based adherence monitoring of Drug Resistant -TB (DR-TB) patients in Andhra Pradesh” as described in the Section V- Schedule of Requirements from the eligible bidders. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. <https://tender.apecurement.gov.in/>

1. The bidder will be selected through Least Cost Based selection procedure described in this Bidding Document.
2. The Bidding Document includes the following parts:
 - I. Volume I- The Work
 - II. Volume II- The Bid
 - III. Deleted
3. The bid of any bidder who has not quoted all the required rates, shall be out rightly rejected.
4. Bidders would be required to register on the e-Procurement market place [“www.tender.apecurement.gov.in”](http://www.tender.apecurement.gov.in) and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
5. The bidders need to scan and upload the required documents as per the Check list given in Annexure XIV. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids online. The attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer should be submitted off line to Managing Director, APMSIDC, Mangalagiri on or before the next day of the last date of submission of bids. The Corporation will consider only the bids submitted through on-line over the copies of the paper based bids.
 - 6.a) The participating bidder/s will have to pay tender processing fee (non-refundable) for the amounts specified in the Schedule of Requirements (Section –V), in the form of Demand Draft drawn in favour of Managing Director, APMSIDC, Guntur.

6.b) Further the bidder/s shall furnish, as part of it bid, the Bid security for the amounts specified in the Schedule of Requirements (Section –V) to be paid in online only.

6.c) Further all the participating bidders have to electronically pay a non-refundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.

7. APMSIDC will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with APMSIDC was found poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of Sub-Standard Quality / Poor Service of Equipment supplies, as defined in the other parts of the Bidding document.
8. Period of Delivery: 60 Days from the date of receipt of the Notification of Award (Purchase Order) of Contract. The delivery terms include the total time given for supply, installation, testing and training of staff.

Time Limits prescribed

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
8.1	Delivery period	60 days from date of issuance of Supply Order
8.2	Submission of Performance Security and entering into contract	15 days from the date of issuance of Supply Order
8.3	Payment Installments and ratio	Three Installments and in the ratio 60: 30:10
8.4	Time for making payments by Tender Inviting Authority	Within 60 days from the date of submission of proper documents

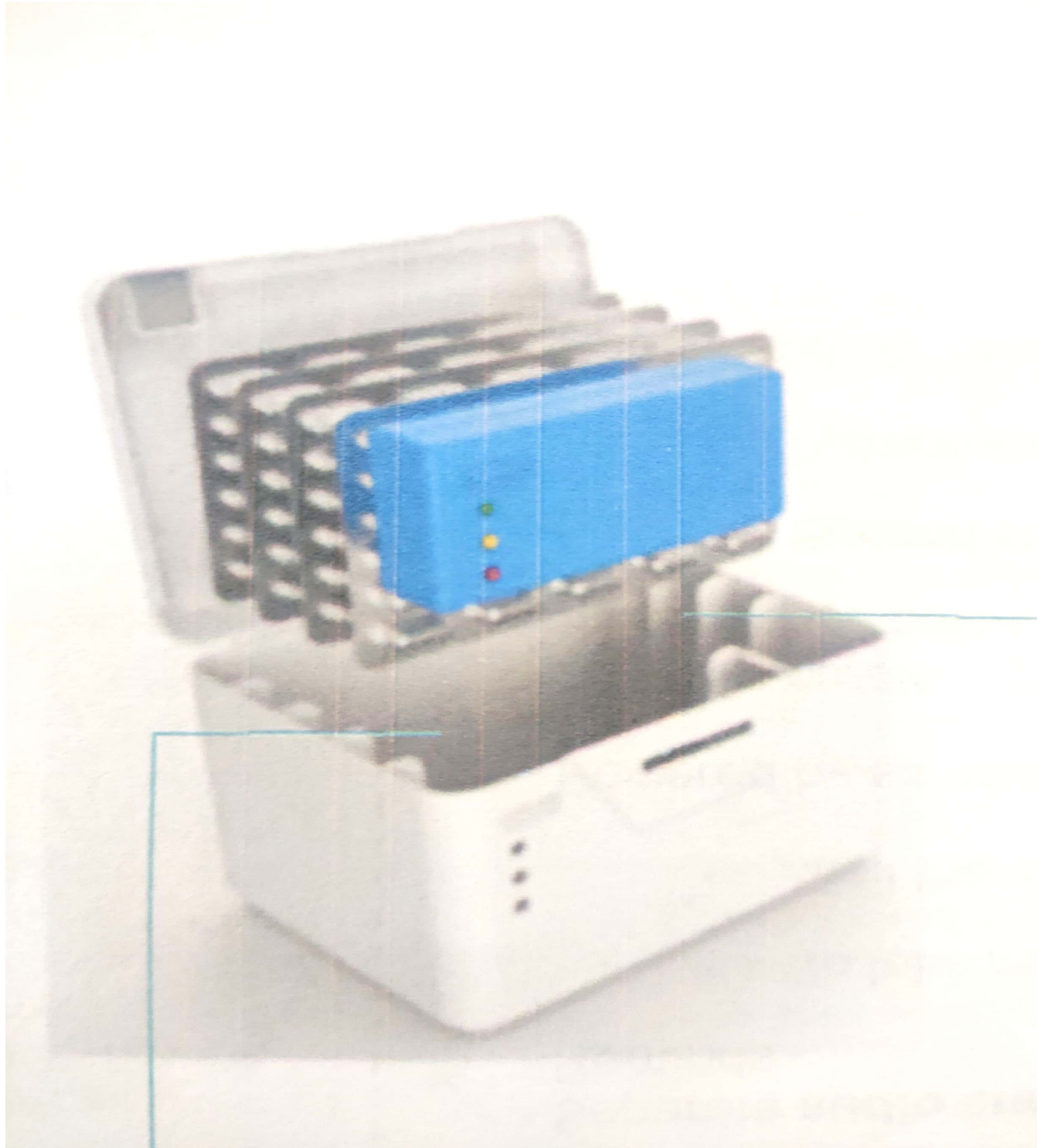
9. Liquidated Damages: If the Service Provider fails to deliver the ordered material in time, APMSIDC will levy the liquidated damages at the rate of 0.5% cost of delayed per Box for the delay caused beyond 60 days from the date of issue of L.O.A, subject to a maximum of 10% of Overall Contract value.

10. Bidders eligibility and qualifications: Defined at Clause 13 of Instructions to Bidders (Section II) and Qualification Criteria (Section-VI)

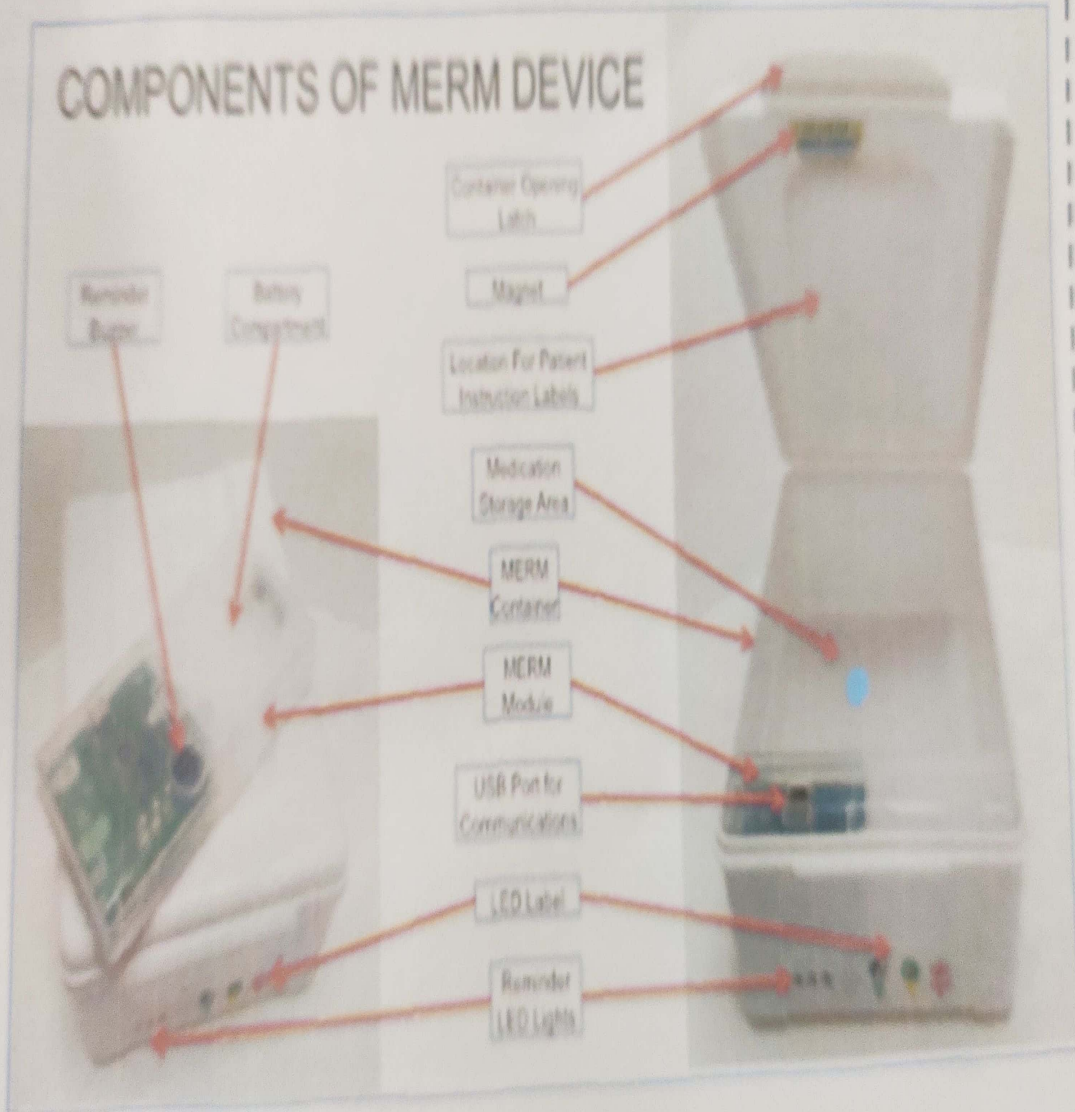
10.1 TECHNICAL SPECIFICATIONS Type I:-

Sr. No	Features	Technical Specifications
1	Box Size	<ul style="list-style-type: none">• MERM box for DR - TB drugs Length - 21.5 cm Breadth - 25.5 cm Height - 8.5 cm
2	Module Type	<ul style="list-style-type: none">• 1000 Module
3	Rechargeable Battery	<ul style="list-style-type: none">• 1000 Rechargeable battery (1800 mA)• Micro USB Charger
4	SIM Card	SIM Card with 2G services for 12 months
5	Labels	Communication materials pasted on boxes

Suggested dimensions are listed below, the designs should be iterated to fit the DR TB medications.



COMPONENTS OF MERM DEVICE



Annexure - A

Consignee's Lists:

The above items have to be supplied to following destinations.

Sl. No	Description	Qty	Quantity Distribution
1	MERM BOX	300	DR TB Centre, Guntur
2.	MERM BOX	200	DR TB Centre - Vizianagaram

10.2 SCHEDULE OF REQUIREMENTS AND ELIGIBILITY CRITERIA:-

S. No.	Item name	Qty	EMD in Rs. in online only	Minimum Average Annual turnover in the last three financial years in Rs.	Past Performance required for eligibility
1	MERM BOX	500	1.00 Lakh	Rs. 1.7 Crores.	Bidder should have experience in supplying MERM Boxes or similar for at least 500 quantity in the past, or if bidder not supplied MERM Boxes previously, they can submit evidence of previous supply.

10.3 Processing fee: The participating bidders will have to pay tender processing fee (non-refundable) of Rs. 5,725/- in the form of Demand Draft drawn in favour of Managing Director, APMSIDC, Guntur.

10.4 Transaction Fee: The participating bidders have to electronically pay a non-refundable transaction fee of 0.03% on the total cost + GST as applicable to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.

10.5 Details of Tender Process:

Sl. No	Description	Important dates	
		From Date	Submission/opening date
1	Downloading of documents	12.02.2020	27.02.2020 up to 03.00 PM
2	Queries will be accepted up to	17.01.2020 up to 03.00 PM	-
3	Due date for Receipt of tenders	-	27.02.2020 up to 3.00 PM
4	Time and date of opening of technical Bids	-	27.02.2020 up to @ 3.30 PM
5	Time and date of opening of financial bids	-	27.02.2020 up to @ 5.00 PM

10.6 Check List of Documents to be Uploaded as part of the Bid and Notes to Bidders

I. Documents with the Technical Bid

Sl. No	Document Description		Check (Yes or No)
1	Process Fee of Rs.5,725/-		
2	EMD of Rs.1 Lakh		
3	Bid Form Section VII-A		
4	Past Performance Details		
5	Financial Capability Details		
6	Letter of authorization to sign the bids		
7	Technical and Commercial deviations statements		
8	Copy of the GST Certificate and Details of IT-PAN / TIN copies		

9	Memorandum of Articles		
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Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s Vupadhi Techno Services Pvt. Ltd. (e-procurement) at their e-mail address: eprocsupport@vupadhi.com or on the phone nos. 08645-246370/71/72/73/74

11. Procedure for Bid Submission

- (a) The Tenderers /Bidders who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at e-procurement market place.
- (b) The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
- (c) The hard copies of all the uploaded Technical / Price bid, to be attested by a Gazetted Officer or properly notarized.
- (d) The Corporation shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.
- (e) The Corporation will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Bidders while submitting his bids online.

12. Important Instructions to the Bidders:

- 12.1 Quality of product are given paramount importance by the Corporation. The Corporation will be dealing with the defaulters with firm hand, which may lead to blacklisting for a specified period in addition to levying penalties.
- 12.2 In case of complaints on the quality of the product supplied, bills will be withheld till receipt of Satisfactory reports. Further:
- 12.3 If the product is found to be ‘Sub-Standard Quality’ during the Contract period, then that particular bidder will be blacklisted for a period of (3) three years immediately succeeding the Contract year.
- 12.4 The Corporation will blacklist the Supplier, who is declared as ‘Undependable during the Contract period, for a period of one year immediately succeeding the Contract year apart from taking other penal actions under the Contract.

13. The decision of the Managing Director, APMSIDC, or any officer authorized by him in respect of the quality of the supplied product shall be final and binding.
14. No claims shall be allowed against the APMSIDC in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.
15. Savings Clause: No suit, prosecution or any legal proceedings shall lie against APMSIDC or any person for anything, which is done in good faith or intended to be done in pursuance of bid.
16. Address for submission:

Andhra Pradesh Medical Services & Infrastructure Development Corporation
2nd Floor, IT Park, Plot No.09, Survey No.49, Mangalagiri, Guntur 522503.

17. Contact for queries: **8978680708**

SECTION - II : INSTRUCTIONS TO BIDDERS

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VOLUME I

THE WORK

Disclaimer

The information contained in this Bidding document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Director of Public Health and Family Welfare 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 Director of Public Health and Family Welfare to the prospective Bidders or any other person. It may not be construed as the agreement under any circumstances. The purpose of this RFP is to provide interested parties within formation that may be useful to them in making their financial offers (Bids) pursuant to this RFP. It includes statements, which reflect various assumptions and assessments arrived at by the Director of Public Health and Family Welfare in relation to the **IT Infrastructure needs of the Director of Public Health and Family Welfare**. 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 Director of Public Health and Family Welfare, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

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 Director of Public Health and Family Welfare accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Director of Public Health and Family Welfare, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rule 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, arising in any way for participation in this Bidding Stage.

The Director of Public Health and Family Welfare also accepts no liability of any nature whether resulting from negligence or otherwise how so ever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient

The Director of Public Health and Family Welfare 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.

A. General

Term No. 1

Term Heading **Definitions**

Sub Term No.

1 In this document, the following terms shall be interpreted as indicated below.

(a) General Definitions

- (i) “Applicable Law” means the laws and other instruments having the force of law in India.
- (ii) “Authority” means Director of Public Health and Family Welfare
- (iii) “Government” means the Government of Andhra Pradesh (GoAP) or the Government of India (GoI), as the context may require.
- (iv) “IRDA” means the Insurance Regulatory and Development Authority of India established under the Insurance Regulatory and Development Authority Act 1999.
- (v) “Law” includes all statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, and orders of any Government, Government Authority, Court, Tribunal or Board, as may be applicable to the subject matter of the Contract in pursuance hereof.
- (vi) “Scheme” means National Health Mission, NTEP.
- (vii) “Tender inviting Authority” is Managing Director, APMSIDC

(b) Entities

- (i) “Party” means the Director of Public Health and Family Welfare or the Service Provider, as the context may require; and “Parties” means both of them.
- (ii) “Third Party” means any person or entity other than the Government, the Director of Public Health and Family Welfare or the Service Provider.
- (iii) Conflict of Interest: The Service Provider shall not engage, and shall cause its personnel as well as any Subcontractors and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

(c) Scope

- (i) “Confidential Information” means all information (whether in written, oral, electronic or other format) that has been identified or marked confidential at the time of disclosure including Project Data which relates to the technical, financial and business affairs of customers, Service Provider, products, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party whether a Party to the Contract Agreement in the course of or in connection with the Contract Agreement (including without limitation such information received during negotiations, location visits and meetings in connection thereof).
- (ii) “Deliverables” means the services specifically developed for “Director of Public Health and Family Welfare” and agreed to be delivered by the Service Provider in pursuance of this Bid Document and includes all documents related to the service, user manuals, technical manuals, design, methodologies, process and operating manuals, service mechanisms, policies and guidelines, and all their modifications.
- (iii) “Proprietary Information” means processes, methodologies and technical, financial and business information, including drawings, design prototypes, designs, formulae, flow charts, data, computer database and computer programs already owned by, or granted by third Parties to a Party hereto prior to its being made available under this Agreement.
- (iv) “Service Level” means the level and quality of service and other performance criteria which will apply to the Services as set out herein.
- (v) “Software” is a collection of computer programs and related data that provide instructions for telling a computer what to do and how to do it.
- (vi) “Materials” means all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video and text) and on any medium, provided to the Director of Public Health and Family Welfare by the Service Provider under the Contract Agreement.
- (vii) “Intellectual Property Rights” means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create

derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

- (viii) “Goods” means all equipment, machinery, furnishings, Materials, and other tangible items that the Service Provider is required to supply or supply and install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Service Provider’s Equipment.

(d) Place and Time

- (i) “Hour” means the hour as appearing in 24 hour format (hh:mm).
- (ii) “Day” means calendar day of the English Calendar.
- (iii) “Week” means seven (7) consecutive Days, beginning from Monday.
- (iv) “Month” means calendar month of the English Calendar.
- (v) “Year” means twelve (12) consecutive Months.

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II.i INSTRUCTIONS TO BIDDER (ITB)

A. GENERAL

Para Number 1

Para Heading Scope of Bid

Sub Para

- .1 APMSIDC invites Bids for “MERM Boxes for IT based adherence monitoring for DR-TB patients in AP” described in these Bidding Documents, in accordance with the procedures, conditions and contract terms prescribed in the Bidding Document.
- .2 The title and identification number of the Notice Inviting Bids (NIB), resulting Contract(s), and brief description of service are provided in the **BDS**.
- .3 The schedule of bidding process is as specified in the **BDS**.
- .4 The successful bidder will be expected to complete its performance within the period stated in the **BDS**.
- .5 Bidder must be ready to accept the extension of the contract by a further period specified in the **BDS** on the same terms and conditions, if so desired by APMSIDC.
- .6 The Official Website and the address of APMSIDC Office for the purpose of this Bidding Document shall be as specified in the **BDS**.
- .7 If the **BDS** so provides, alternative procedures forming part or all of what is commonly known as Open Tendering are available to the extent specified in, or referred to by, the **BDS**.
- .8 The Bidding documents can be down loaded from the e-procurement website <https://tender.apecurement.gov.in>
- .9 Throughout these bidding documents, the definitions in the Conditions of Contract shall apply; Services also refer to Activity Schedule; Authority also refers to APMSIDC; and Contractor also refers to Service Provider.
- .10 Throughout the Bidding Documents, the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt, and the term "days" means calendar days unless a different meaning is evident from the context.

Para Number

2

Para Heading

General Instructions

(Liability, Prohibited Practices, Cost of Bid, Definitions, etc.)

Sub Para

- .1 Any entity which has been barred by the Central Government, any State Government, a Statutory Director of Public Health and Family Welfare or a public sector undertaking, as the case may be, from participating in any project and the ban subsists as on the date of Bid, would not be eligible to submit a Bid.
- .2 This Bidding Document is not transferable.
- .3 Any award of contract pursuant to this Bidding Document shall be subject to the terms of Bidding Document.
- .4 The statements and explanations contained in this Bidding Document are intended to provide a better understanding to the Bidders about the subject matter of the Bid for which this Bidding Document is issued and it should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the bidder set forth in the Bidding Document or the Director of Public Health and Family Welfare's rights to amend, alter, change, supplement or clarify the scope of work, the assignment to be awarded pursuant to this Bidding Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Document including this document 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 Director of Public Health and Family Welfare.
- .5 **Liability:** APMSIDC 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 tender document, the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by APMSIDC.
- .6 By submitting a proposal, the Bidder agrees to promptly contract with APMSIDC for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with APMSIDC within stipulated time will relieve APMSIDC of any obligation to the Bidder,

and a different Bidder may be selected.

- .7 Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by APMSIDC.
- .8 The Bidders shall adhere to the terms of this Bidding Document and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non-compliance to the same. APMSIDC reserves its right to not accept such deviations to the Tender terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right
- .9 Responses received become the property of APMSIDC and can't be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.
- .10 **Contacts during Bid Evaluation:** Bids shall be deemed to be under consideration immediately after they are opened and until such time APMSIDC 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 Document, from contacting by any means, APMSIDC and/ or their employees/ representatives on matters related to the Bids under consideration.
- .11 For the purposes of this bid, the Authority,
(a) defines “Prohibited Practice” to comprise of any or all of the following terms collectively:

(i) **“Corrupt practice”** means (i)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(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 Selection Processor the LOA or has dealt with matters concerning the Agreement or arising there from, 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 action sofa person connected with the Selection Process); Or (ii)Save and except as permitted under the Clauses relating to Bid security/Performance

security of this Bidding Document as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the **LOA** or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the **LOA** or the Agreement, who at any time has been or is a legal, financial or Technical consultant/adviser of the Authority in relation to any matter concerning the Project;

(ii) “**Fraudulent practice**” means a mis representation 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 the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process;

(v) “**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 Selection Process.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in prohibited practices in competing for the contract in question; and

(c) will black-list a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in prohibited practices in bidding for, or in executing, a contract of the Authority.

.12 Cost of Bid:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

.13 Definitions and Acronyms:
“ITB” means Instructions to Bidders,
“BDS” means Bid Data Sheet,

“Paragraph” or “Para” refers to the paragraph number in the ITB or BDS,
“Sub-para” or “Sub-paragraph” refers to the sub paragraph of a para of
ITB or BDS,
“Clause” or “Sub-Clause” refer to those in General Conditions of
Contract(GCC) or Special Conditions of Contract(SCC)

Para Number

3

Para Heading

Eligibility

Sub Para

- .1** This invitation for bids is open to all Bidders who fulfil the minimum Eligibility Criteria as laid herein.
- .2** Proposals not complying with the ‘Eligibility Criteria’ are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified in the **BDS**.
- .3** A Bidder may be a private entity or government-owned entity subject to falling within the definition of “Service Provider”.
- .4** A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
 - (a)** they have a controlling partner in common; or
 - (b)** they receive or have received any direct or indirect subsidy from any of them; or
 - (c)** they have the same legal representative for purposes of this bid; or
 - (d)** they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Director of Public Health and Family Welfare regarding this bidding process; or a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same Sub-contractor in more than one bid; or
 - (e)** a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (f)** A Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Director of Public Health and Family Welfare for the Contract.

- .5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Director of Public Health and Family Welfare, as the Director of Public Health and Family Welfare shall reasonably request.

Para Number 4

Para Heading Qualifications Sub

Para

- .1 By submission of documentary evidence in its bid, the Bidder must establish to the Purchaser's satisfaction:

(a) that it has the financial, technical, and production or performance capability necessary to perform the Contract, meets the qualification criteria specified in the BDS, and has a successful performance history. If a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification;

(For the purposes of establishing a Bidder's qualifications, and unless stated to the contrary in the BDS, the experience and / or resources of any Subcontractor will not contribute to the Bidder's qualifications; only those of a Joint Venture partner will be considered.)

(b) Deleted

Para Number 5

Para Heading Pre-Bid meeting or Site visit Sub

Para

- .1 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- .2 The Bidder and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- .3 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- .4 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
- .5 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- .6 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

B. THE BIDDING DOCUMENTS

Para Number 6

Para Heading Contents of Bidding Documents Sub

Para

- .1 The Bidding Document comprise the documents listed in the table below, other documentation specified in the **BDS** and addenda issued in accordance with paragraph “Amendment of Bidding Document” **ITB**.
- .2 The Bidder is expected to examine the Bidding Document, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Bidding Document, or submission of a bid not substantially responsive to the documents in every respect, will be at the Bidder’s risk and may result in the rejection of its bid.
- .3 The Invitation for Bids is not formally part of the Bidding Documents and is included for reference only. In case of inconsistencies, the actual Bidding Documents shall prevail.

	Notice Inviting Bids	
VOLUME I THE WORK		Work Requirements
VOLUME II THE BID	I. Instructions to Bidders	
	II. Bid Data Sheet	
	III. Bid Forms	
	IV. Attachments to bid	Bid Security Form and Attachments (Bid form) attachments, Technical & Financial).
	V. Letter of Acceptance	

Para Number 7

Para Heading Clarifications

Sub Para

- .1** The Authority on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders as per sub-para .2(vii) of “Pre-bid meeting or Site Visit” Para ITB. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Document. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

Para Number 8

Para Heading Amendment of Bidding Document

Sub Para

- .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 Bidding Document details by the issuance of Addenda.
- .2** Any addendum issued here under will be in writing/ updated in the official website.

- .3 In order to afford the Bidders as on able time for taking an addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION OF BIDS

Para Number 9

Para Heading Language of Bids

Sub Para

- .1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Authority shall be written in English Language.

Para Number 10

Para Heading Documents Comprising the Bid

Sub Para

- .1 The bid submitted by the Bidder shall comprise the following:
- (a) a Bid Form completed and signed by a person or persons duly authorized to bind the Bidder to the Contract with the following attachments:
 - (i) Attachment **B1-A bid security** furnished in accordance with “Bid Security” paragraph of ITB.
 - ii) Attachment **B2- A power of attorney**, duly authorized by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus the bid is binding upon the bidder;
 - (iii) Attachment **B3- Cost of processing fee** furnished in the form specified under sub-para .8 of “Scope of Bid” para ITB, in the form of a Demand Draft drawn in the favour of APMSIDC.
 - (b) The **Technical part** attachments consisting of the following:

i) Attachment **T1A- The Bidder’s particulars and Eligibility Criteria** (in the format indicated in Volume II.iv), duly completed by the Bidder in the manner supported by documentary evidence as specified therein, establishing that the Bidder satisfies the eligibility criteria referred to in “Eligibility” paragraph ITB and is otherwise eligible to perform the contract if its bid is accepted;

ii) Attachment **T1B- Qualifications of the Bidder:** Documentary evidence establishing to the Authority’s satisfaction, and in accordance with ITB “Qualifications” paragraph, that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Sub- para .1 (a) of “Qualifications” Para ITB, the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification or, if there has been no change at all in said information, a statement to this effect;

Attachment **T1B (Qualifications of the Bidder)**-Financial Viability, and Experience Record,

iii) Attachment **T2**-Personnel Capabilities and Candidates Summaries

iv) Other Technical Attachments- any information or other materials required to be completed and submitted by the Bidders in accordance with these Bidding Documents and specified in the **BDS**.

(c) The **Financial part** attachments consisting of the following:

i) The **Price Bid Form** (in the format indicated in Volume II.iv), duly completed by the bidder in the manner and detail indicated therein and in accordance with the requirements of paragraph “Bid Prices” ITB.;

ii) Other Financial Attachments- any information or other materials required to be completed and submitted by the bidders in accordance with these Bidding Documents and specified in the **BDS**.

.2 The bidder shall submit offers which comply with the requirements of the Bidding Documents, including the basic technical requirements as indicated. The attention of bidders is drawn to the provision of sub-para .2 of “Contents of Bidding Documents” paragraph ITB regarding the rejection of bids which are not substantially responsive to the requirements of the Bidding Documents. Alternatives will not be considered unless permitted in sub-para.3 below.

.3 When alternatives are explicitly invited or permitted, a statement to that effect will be included in the **BDS**, as will the submission requirements and the methods for evaluating such alternatives.

- .4 The Financial Bid should be furnished in the format at Price Bid form clearly indicating the bid amount 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.

Para Number 11

Para Heading Bid Prices

Sub Para

- .1 Unless specified otherwise in the **BDS**, the contract shall be for all the services referred to in sub-paragraph .1 "Scope of Bid" ITB, based on the price schedules submitted by the bidder as part of the financial bid.
- .2 The bidder shall fill in price break-up for all cost items of the service. Prices indicated on the price schedules shall be entered separately in the manner and detail specified therein and in accordance with the other requirements specified in these documents.
- .3 Unless specified in the **BDS**, prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variations on any account. A bid submitted with an adjustable price quotation which is not consistent with this paragraph ITB shall be rejected by the Authority as nonresponsive.

Para Number 12
Para Heading Bid Currency
Sub Para
.1 Prices shall be quoted in Indian Rupees.

Para Number 13
Para Heading Validity of Bids
Sub Para

.1 Bids shall remain valid, at a minimum, for the period **specified in the BDS** after the deadline date for bid submission prescribed by the Director of Public Health and Family Welfare, pursuant to “Due Date for Submission of Bids” para of ITB. A bid valid for a shorter period shall be rejected by the Director of Public Health and Family Welfare, as non-responsive. For the convenience of Bidders, the **BDS** spells out the minimal original expiration dates for the validity of the bid. However, Bidders are responsible for adjusting the dates in the **BDS** in accordance with any extensions to the deadline date of Bid Submission pursuant to sub-para .2 of “Due Date for Submission of Bids” para of ITB.

.2 In exceptional circumstances, prior to expiry of the bid validity period, the Director of Public Health and Family Welfare may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking execution of the Bid-Securing Declaration or forfeiting the Bid Security, but in this case the bid will be out of the competition for the award. Except as provided in sub-para .3 of this para ITB, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period, pursuant to sub-para .2 of “Bid Security” para of ITB.

- .3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract Price will be adjusted as specified in the request for extension. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

Para Number 14

Para Heading Bid Security

Sub Para

- .1 The bid security is required to protect the Authority against the risk of the bidder's conduct which would warrant the forfeiture of the security, pursuant to sub-para .6 of this paragraph ITB. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- .2 The Bidder shall furnish as part of its Bid, a Bid Security. The
- (a) amount; **EMD RS.1,00,000/- (Rupees One Lakh)**.
 - (b) form; in Online only
 - (c) period of validity beyond the bid validity date, as extended, if applicable, and
 - (d) the time period within which the bid security of the unsuccessful bidders will be returned are as specified in the **BDS**.
- .3 Deleted

- .4 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in sub-paragraph .6 of this para ITB. The Bidder, by submitting its Bid pursuant to this notification 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 the bid data sheet in this Bidding Document. No relaxation of any kind on Bid Security shall be given to any Bidder.
- .5 Unless executed or forfeited pursuant to sub-para .6 of this para ITB, Bid Securities, if any, will be returned, without any interest, as promptly as possible, and within the time period specified at sub-para .2 “Bid Security” ITB.,
- (a) All Bidders upon annulment of the bidding pursuant to “Authority’s Right to Accept any Bid or Reject any or all Bids” ITB;
 - (b) Bidders refusing a request to extend the period of validity of their bids pursuant to sub-para .2 “Validity of Bids” ITB;
 - (c) The successful Bidder once it has signed the Contract Agreement and furnished a valid Performance Security as required. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Bidding Document;
 - (d) The unsuccessful Bidders at the same time as in (c), that is, when they are informed about the successful establishment of the contract with the successful Bidder.
- .6 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 Document and/or under the Agreement, or otherwise, under the following conditions:
- (i) In case of a **Bidder:**
 - a) Deleted
 - b) If he engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in the sub-para .11 of “General Instructions” Para ITB, or

c) If he withdraws his Bid during the period of Bid validity as extended by mutual consent of the respective Bidder(s) and the Authority;

(ii) In the case of **Selected Bidder**, if he **fails** within the specified time limit:

- a) To sign and return the duplicate copy of **LOA**, and
- b) Deleted

Para Number **15**

Para Heading **Sealing and Marking of Bids**

Sub Para

.1

The Technical Bid should contain the sample of MERM Box as per the size and specifications given at C of Volume.I – The Work of the tender document for MERM Box

Financial bids will be opened in respect of agencies who are qualified in the Technical evaluation.

.2

The Hard copy of the Bid document along with the bid security and Bid processing fee etc shall be submitted to APMSIDC by:

(a) addressing to the APMSIDC at the address provided at Sub-para .6 “Scope of Bid” paragraph ITB;

(b) bear the name and identification of the contract as defined in the **BDS**; and

(c) Provide a warning not to open before the specified time and date for bid opening.

.3

In addition to the identification required above, the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to “Late Bids” para ITB, and for matching purposes under “Modifications, Substitution and Withdrawal of Bids” paragraph ITB.

- .4 If the envelope is not sealed and marked as required above, the Authority will assume no responsibility for the misplacement or premature opening of the bid. If the envelope discloses the bidder's identity, the Authority will not guarantee the anonymity of the bid submission, but this shall not constitute grounds for rejection of the bid.
- .5 **Receipt of Bids:** The Authority shall receive Bids pursuant to this Bidding Document in accordance with the terms set forth in this document and other documents to be provided by the Authority pursuant to this bid notification, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Document"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date and time specified for submission of Bids(the "**Bid Due Date**") in the sub-para .3 "Scope of Bid" **BDS**.

D. SUBMISSION OF BIDS

Para Number **16**

Para Heading **Due Date for Submission of Bids**

Sub Para

- .1 Bids must be received by the Authority at the address specified in “Sealing and Marking of Bids” para ITB, no later than the Bid Due Date. A receipt there of should be obtained from the authorized person of the Authority.
- .2 The Authority may in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with “Amendment of Bidding Documents” para ITB in which case all rights and obligations of the Authority and the bidder’s previously subject to the original due date will thereafter be subject to the due date as extended.
- .3 No Bidder shall submit more than one Bid for the Proposal.

Para Number **17**

Para Heading **Late Bids**

Sub Para

- .1 Hard copies received by the Authority after the specified time on the Due Date shall not be eligible for consideration and shall be summarily rejected.

Para Number	18
Para Heading	Modifications, Substitution and Withdrawal of Bids
Sub Para	
.1	The Bidder may modify, or withdraw its Bid after submission, prior to the Bid Due Date.
.2	Deleted
.3	Deleted
.4	Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
.5	Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity may result in the forfeiture of the bid security pursuant to sub-para .6 “Bid Security” para ITB.

E. BID OPENING AND EVALUATION

Para Number	19
Para Heading	Opening of Bids
Sub Para	
.1	APMSIDC will open all Technical bids on the Bid Due date.
.2	Deleted
.3	Deleted
.4	Deleted
.5	The Financial bids of all the qualified bidders will be opened

.6 Deleted

Para Number 20

Para Heading Confidentiality

Sub Para

.1 The document including this Bidding Document and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the 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 shall also apply *mutatismutandis* (with the necessary changes in points of detail) 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 Information relating to the examination clarification, evaluation and comparison of bids, and recommendation for the award of contract, shall not be disclosed to any person who is not officially concerned with the process or is not entertained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process, until the award to the successful bidder has been announced. The Authority will treat all information, submitted as part of the 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 Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities or 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 Authority or as may be required by law or in connection with any legal process.

.3 The bid evaluation process up to the award of a contract is confidential.

Para Number 21

Para Heading Clarifications

Sub Para

- .1 To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with “Preliminary Examination of Bids” para ITB.
- .2 If the clarifications sought for under sub-para .1 of this para ITB, within the specified time, its Bid shall be liable to be rejected. 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 there under.

Para Number 22

Para Heading Preliminary Examination of Bids

Sub Para

- .1 Prior to the detailed evaluation of bids, the Authority will examine the bids to determine for each bid whether:

- (a) it is complete;
- (b) the documents have been properly signed;
- (c) it is accompanied by the required bid securities;
- (d) it is substantially responsive to the requirements of the bid documents; and
- (e) any computational errors have been made.

The Authority may require the bidder to provide any clarification and / or substantiation to determine responsiveness pursuant to sub-para .4 of this para ITB.

- .2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between added or subtracted subtotals and totals, the unit or subtotal price shall prevail and the total price shall be corrected, unless in the opinion of the Director of Public Health and Family Welfare there is an obvious misplacement of the decimal point in the unit or subtotal prices, in which case the line item total as quoted shall govern and the unit price or sub-total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail, unless the discrepancy is the result of a typo/error for which the correction is self-evident to the Director of Public Health and Family Welfare. If the Bidder with the Lowest Evaluated Bid does not accept the correction of errors, the bid shall be rejected this will be considered as invalidating its bid and the bid security may be forfeited pursuant to sub-para .6 of “Bid Security” para ITB.

All items in the financial bid must be priced. If a bidder has included the price of the main activities/ items this must be clearly stated and a price of zero must be entered for the respective associated activities/items.

If a bidder fails to price activities/ items that are not the primary subject of the bid and the omission is judged to be non-material in accordance with sub-para .3 of this para ITB, the bid price will be adjusted for such omission in accordance with sub-para .2(c)(iv) “Evaluation and Comparison of Bids” para ITB for evaluation purposes only.

- .3** APMSIDC may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- .4** Prior to the detailed evaluation, the APMSIDC will determine whether each bid is of acceptable quality, is complete, and is

substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation or omission. A material deviation, reservation or omission is one:

- (a) which affects in any substantial way the scope, quality, or performance of the contract;
- (b) which limits in any substantial way, inconsistent with the Bidding Document, the Authority's rights or the bidders' obligations under the contract; or
- (c) the rectification of which would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

.5 Prior to evaluation of Bids, the Authority will determine whether each bid is responsive to the requirements of the Bidding Document. The Authority may, in its sole discretion, reject any bid that is not responsive hereunder. A Bid shall be considered responsive only if:

- (a) The Technical Bid is received in the form specified in "Documents Comprising the Bid" and "Sealing and Marking of Bids" paras ITB;
- (b) It has been received by the Bid Due Date or its extended due date;
- (c) It is signed, sealed, and bound together in hard cover and marked as per "Sealing and Marking of Bids" para ITB;
- (d) It contains all the information (complete in all respects) as requested in the Bidding Document;
- (e) It does not contain any condition or qualification ; and
- (f) It is not non-responsive in terms hereof.

.6 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.

Para Number 23

Para Heading Evaluation and Comparison of Bids

Sub Para

.1 The method of selection adopted is as given in **BDS**.

The objective of this evaluation is to facilitate the selection of a successful bidder ensuring technically superior and professional services at optimal cost. The Director of Public Health and Family Welfare will evaluate and compare the Bids that have been determined to be substantially responsive, pursuant to “Preliminary Examination of Bids” Para of ITB. The Authority reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the bidding documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the bidding documents or which otherwise result in unsolicited benefits for the Authority, shall not be taken into account in bid evaluation. The Contract will be awarded to the lowest evaluated Bidder for the entire work (**L1 Bidder**).

.2 (a) Bidders are requested to be prepared to demonstrate, through presentations and / or site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, as per schedule of bidding process. The Bidder will arrange such demonstrations, presentations or site visits at its own cost.

(b) Bidders must not present any reference as credential for which it is not in a position to present the verifiable facts/documents because of any non-disclosure agreement with its other customer or any other reason whatsoever. The Authority would not consider any statement as a credential if same cannot be verified as per its requirement for evaluation.

.3 **Evaluation Process Flow:**

This is a three step selection process in which the Bidder has to submit the bids in two separate envelopes at the time of submission of bids. The process is as given below:

(a) In the first step, the Authority shall evaluate the ‘**Eligibility & Qualification Criteria**’ and clear all the Bids which pass through the Eligibility & Qualifications scrutiny. In the second step ‘**Technical Bids**’ shall be evaluated and based on the outcome of Technical evaluation, ‘**Commercial Bids**’ shall be opened for the technically qualified proposals only. The final selection will be

done based on Least Cost based Evaluation.

(b) The Authority, would display on its official website the names of those successful bidders who have qualified in the Technical Evaluation.

(c) A date, time and venue will be notified to those technically successful Bidders for opening of their Financial Bids in the official website of the Authority. The opening of Financial Bids shall be done and The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. In case e-procurement is followed the procedure laid down therein shall be followed.

(d) The evaluation by the Authority will be undertaken by a Committee of Officials or / and representatives formed by the Authority and its decision shall be final.

e) Deleted

.4 Evaluation of Eligibility Criteria:

i. Bids submitted by all the bidders would be scrutinised for eligibility as per the 'Eligibility Criteria' specified in "Eligibility" para ITB. Bids not complying with the eligibility criteria are liable to be rejected and will not be considered for further evaluation.

ii. Successful bids out of this stage would be considered for technical evaluation.

Bidders must submit the proof of all the credentials as required for scrutiny of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

.5 Final Selection of the Eligible Bidder

Refer **BDS**

F. POST-QUALIFICATION AND AWARD OF CONTRACT

Para Number 24

Para Heading Post Qualification

Sub Para

- .1** The APMSIDC will determine at its own cost and to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the Contract satisfactorily, in accordance with “Qualifications” para of ITB. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the APMSIDC will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the Lowest Evaluated Bid to perform the Contract.
- .2** Deleted
- .3** If the bid of the successful bidder is seriously unbalanced or front-loaded in relation to the Authority’s estimate of the services to be performed under the contract, the Authority may require the bidder to produce detailed price analyses for any or all items of the Work, to demonstrate the internal consistency of those prices with the implementation schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated contract payments, the Authority may require that the amount of the performance security set forth in “Contract Signing and Performance Security” para ITB, be increased at the expense of the bidder to a level sufficient to protect the Authority against financial loss in the event of default of the bidder under the contract.
- .4** An affirmative post qualification determination will be a prerequisite for award of the Contract to the Lowest Evaluated Bidder. A negative determination will result in rejection of the Bidder’s bid, in which event the APMSIDC will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder’s capabilities to perform satisfactorily.
- .5** The bids of all such Service Providers who meet the eligibility and evaluation criterion as specified in the Bidding Document and comply with all the conditions as mentioned in the Bidding Document would be declared technically qualified and consequently eligible for opening of the Commercial Bid.

- i.** In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- ii.** The date for opening of commercial bids will be separately notified in the website of the Authority.
- iii.** The Authority will determine whether the Financial Bids are complete, unqualified and unconditional. The Financial Bid quoted shall be deemed as final and omissions, if any, shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Bidding Document within the total quoted Financial Bid shall be that of the Bidder.

Para Number 25

Para Heading Authority's Right to Accept any Bid or Reject any or all Bids

Sub Para

.1 Not with standing anything contained in this document, the Authority reserves the right to 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 thereof.

The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

.2 The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:

(a) At any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract there by granted by the Authority, 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 such disqualification/rejection occurs after the Bids have been opened and the Selected Bidder has already been issued the **LOA** or has entered into the Contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this document, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder without the Authority being liable in any manner whatsoever to the Selected Bidder.

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 Document and/or the Agreement, or otherwise. In the event of the selected bidder being disqualified/rejected, then the Authority reserves the right to:

i) Invite the remaining Bidders to submit their Bids in accordance with the **ITB**.

Or

Take any such measure as may be deemed fit in the sole discretion of the

Authority, including annulment of the Bidding Process.

- .3 The Bidder must submit the response exactly in the formats mentioned in this Bidding document and same should be precise. No irrelevant information shall be provided. All the credentials, claimed in the response, must be accompanied with necessary proofs. The Authority would be at discretion to reject the response of the bidder in case any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.
- .4 The Authority reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.
- .5 Authority reserves the right to modify the evaluation process at any time during the Tender process (before submission of technical and commercial responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.
- .6 Conditional and qualified bid is liable for rejection as a non-responsive Bid.
- .7 Bidders are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this document; And Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- .8 Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. However, Authority shall not be bound to accept the best bid or any bid and reserves the right to accept any bid, either wholly or in part, as it may deem fit.
- .9 The Authority may at its absolute discretion exclude or reject any proposal that in the reasonable opinion of the Authority contains any false or misleading claims or statements. The Authority shall not be liable to any person for excluding or rejecting any such proposal.

Para Number 27

Para Number 26

Para Heading **Award Criteria**

Sub Para

- .1 Subject to “Authority’s Right to Accept any Bid or Reject any or all Bids” paragraph of ITB, the Authority will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Document and who has offered the lowest evaluated bid price, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily in accordance with the provisions in “Post Qualification” para of ITB.

- .2 The Authority reserves the right at the time of award of the contract to increase or decrease the quantity of works and/or services specified in the Work, up to the percentage specified in the **BDS**, without change in the unit prices for such works and/or services, or other terms and conditions liable to any person for excluding or rejecting any such proposal.

Para Heading **Award Notification, and Contract Signing**

Sub Para

.1 Award Notification:

(a) Prior to expiration of the period of bid validity, the Authority will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. The notification of award shall specify the sum which the Authority will pay the contractor in consideration of the execution and completion of the contract.

(b) The notification of award (here in after called “the Letter of Acceptance”) will constitute the formation of the contract.

(c) The Letter of Acceptance (**LOA**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 5 (Five) working 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.

Para Number	28
Para Heading	Contract Signing, and Performance Security
Sub Para	

.1 Contract Signing:

(a) At the same time that the Authority notifies the successful bidder that its bid has been accepted, the Authority will send the bidder the contract agreement in the form provided in the Bidding Document, incorporating all agreements between the parties. After acknowledgement of the **LOA** as aforesaid by the Selected Bidder, the Authority shall cause the Bidder to execute the Contract agreement within the period prescribed in **BDS**. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract agreement.

(b) Within period prescribed at sub-paragraph .1(a) of this para of ITB of receipt of the contract agreement, the successful bidder shall sign the contract agreement and return it to the Authority, together with the required performance security.

(c) Upon fulfilment of sub-paragraph .1(b) of this para of ITB, the Authority will promptly notify the other bidders that their bids have been unsuccessful and their bid security will be returned as promptly as possible, in accordance with “Bid Security” paragraph of ITB.

.2 Performance Security:

(a) Within the period prescribed at sub-paragraph .1(a) of this Para of ITB, of receipt of the Letter of Acceptance from the Authority, the successful bidder shall furnish to the Authority a Performance Security of 5 % of the contract value (by way of Bank Guarantee) in accordance with the Conditions of Contract and in the form stipulated in the **BDS** or in another form acceptable to the Authority.

(b) Failure of the successful bidder to comply with the requirements of paragraph “Contract Signing and Performance Security” ITB shall constitute sufficient grounds for the annulment of the award and

forfeiture of the bid security, in which event the Authority may make the award to the next lowest evaluated bidder or call for new bids.

Para Heading Dispute Resolution Procedure

Sub Para

- .1 The method of dispute resolution is as indicated in the **BDS** and the Conditions of Contract.

II.ii BID DATA SHEET

Para Number	1
Para Heading	Scope of Bid
Sub Para	
.2	Title of NIB: Procurement of Services for MERM Boxes for the roll out of IT assisted Treatment Adherence monitoring of DR-TB Patients Number of NIB: T. No: 15.2/APMSIDC/2019-20, Dt.03.02.2020 The purpose of the bid is to Supply of MERM Boxes for the roll out of IT assisted Treatment Adherence monitoring of DR-TB Patients
.3	The schedule of bidding process is given in the table below.
.4	The successful bidder will be expected to complete its performance within the period of sixty <u>(60) days</u>
.5	Deleted.
.6	The Official Website is https://tender.apecurement.gov.in and the address of Authority's Office for the purpose of this Bidding Document shall be Andhra Pradesh Medical Services & Infrastructure Development Corporation, 2 nd Floor, Plot No.09, Survey No.49, IT Park, Mangalagiri, Guntur 522503. Phone – 8978680708
.7	Deleted

Sl. No	Description	Important dates	
		From Date	Submission/opening date
1	Downloading of documents	12.02.2020	27.02.2020 up to 03.00 P M
2	Queries will be accepted up to	17.02.2020 up to 03.00 PM	-
3	Due date for Receipt of Tenders	-	27.02.2020 up to 3.00 PM
4	Time and date of opening of technical Bids	-	27.02.2020 up to @ 3.30 PM
5	Time and date of opening of financial bids	-	27.02.2020 up to @ 5.00 PM

Para Number	3
Para Heading	Eligibility
Sub Para	
.1	Deleted
.2	The proposal should adhere to the Eligibility Criteria given below.

3.2 Eligibility Criteria

S No	Item	Criteria			
		Requirement	Bidder	Forms	Proof required
1	Firm Registration and Other Certificates	GST Certificate	Must meet requirement	--	Copies of GST Certificate
2	Conflict of Interest	No conflicts of interests as described in ITB 3.4 for Bidder.	Must meet requirement	Form 1	Letter of Bid

Para Number	4				
Para Heading	Qualifications				
Sub Para					
4.1 Qualification Criteria					
S No	Item	Criteria			
		Requirement	Bidder	Forms	Proof Required
1	Financial Strength	(i) Historical Financial Performance: Submission of audited balance sheets, other financial statements acceptable to APMSIDC, for the last five [3] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability i.e., FY 2016-2017, 2017-2018, and 2018-19	Desirable to meet requirement	Form 2a (2) of attachment T1B	Audited balance sheets
		(ii) Average Annual Turnover: Minimum average annual turnover of Rs. One point Seven [1.7] Crores calculated as total certified payments received for contracts in progress or completed, within the last three [3] years i.e., FY 2016-2017, 2017-2018, and 2018-19.	Desirable to meet requirement	Form 2a (3) of attachment T1B	Audited Financial Statements
2	Experience	(i) Experience: Bidder should have experience in supplying MERM Boxes or similar for at least 500 quantity in the past, or if bidder not supplied MERM Boxes previously, they can submit evidence of previous supply.	Desirable to meet requirement	Form 2 (b)	Copies of work orders
3	Design	Design MERM Boxes for the roll out of IT assisted Treatment Adherence monitoring of DR-TB Patients	--	--	MERM Boxes for the roll out of IT assisted Treatment Adherence monitoring of DR-TB Patients

Para Number and Heading	10.1	Documents Comprising the Bid
	Invitation for Bids	
VOLUME I THE WORK (Terms of Reference-TOR)	Introduction and Disclaimers	
	I.A	General
	I.B	Requirements
	I.C	Deliverables
VOLUME II THE BID	II. Instructions to Bidders	
	II. Bid Data Sheet	
	III. Bid Form	
	<u>Attachments to Bid Form</u>	
	1.Attachment B1-Bid Security	
	2.Attachment B2-Power of Attorney	
	3.Attachment B3-Cost of Bid Documents	
	<u>Attachments to Technical bid</u>	
	4.Attachment T1A-Bidders particulars and eligibility criteria	
	5.Attachment T1B- Qualifications of the Bidder	Form 2a-Financial Viability
		Form 2b- Experience Record
	6.Attachment T2-Project Plan	
	<u>Attachments to Financial Bid</u>	
	1.Price Bid Form	
	2.Attachment F1(Price Schedules)	Form F1-Cost Breakup Table
	II.Letter of Acceptance	

Para Number	11
Para Heading	Bid Prices
Sub Para	
.1	For all services including delivery at District Collector Offices in 13 Districts of Andhra Pradesh
.2	Prices quoted shall be fixed inclusive of all taxes

Para Number	13
Para Heading	Validity of Bids
Sub Para	
.1	Bids shall remain valid, at a minimum, for a period of 90days after the deadline for submission.
Para Number	14
Para Heading	Bid Security
Sub Para	
.2	(a) Amount of Bid Security is Rs.1,00,000/- (Rupees One lakh Only) (b) Form of DD/BG/online. (c) Deleted. (e) The time period within which the bid security of the unsuccessful bidders will be returned is <u>30 days</u> .
.3	JV is not applicable
.4	<u>Deleted.</u>

Para Number	15
Para Heading	Sealing and Marking of Bids
Sub Para	
.1	<p>Hard copies of scanned and uploaded documents shall be submitted in sealed cover on or before the due date of submission of bids.</p> <p>DD (processing fee) in original is to be submitted.</p> <p>Physical sample of the MERM Box should also be submitted along with DD(processing fee).</p>
Para Number	20
Para Heading	Opening of Bids
Sub Para	
.1	As per tender document in e-procurement platform

Para Number	23
Para Heading	Evaluation and Comparison of Bids
Sub Para	
.1	The method of selection adopted is Least Cost Based
.5	Deleted.

Para Number	26
Para Heading	Award Criteria
Sub Para	
.1	Deleted.

Para Number	28
Para Heading	Contract Signing and Performance Security
Sub Para	
.1	<p>Contract Signing:</p> <p>The Bidder to execute the Contract agreement within <u>15 days</u> from the date of receipt of LOA.</p>
.2	<p>Performance Security:</p> <p>(a) Form of Performance Security – Appendix 5 of Contract.</p> <p>(b) Deleted</p> <p>(c) Deleted</p> <p>(d) Deleted</p> <p>(e) Number of days from the completion of contract period after which the performance bank guarantee will be returned <u>45 days.</u></p>

Conditions of Performance Security:

i) The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee for an amount of 5 % of the contract value in the form and manner provided by the Authority.

ii) In the event of non-performance of obligation or failure to meet terms of this Bidding Document/Contract, the Authority shall be entitled to invoke the performance bank guarantee without notice or right of demur to the Bidder. The guarantee should be of a nationalized bank only.

iii) The Project will be deemed complete only when all the solutions and services contracted for by the Authority are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the documentation and training provided to the Authority's employees in compliance with the terms of this Bidding Document and as per the requirements of the contract executed between the Authority and the Successful Bidder.

iv) If the performance bank guarantee is not submitted within the time stipulated by the Authority, the Authority reserves the right to cancel the contract and forfeit the bid security furnished by the bidder.

v) Not with standing anything to the contrary contained in the contract, Authority shall be at liberty to invoke the Performance bank Guarantee in addition to other remedies available to it under the contract or otherwise if the Successful Bidder fails to fulfil any of the terms of contract / order or commits breach of any terms and conditions of the contract.

vi) On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by the Authority.

vii) Time shall be the essence of the contract, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of the Authority should entitle the Bidder to a reasonable extension of time, such extension may be considered by the Authority at its sole and absolute discretion. However such extension shall not operate to relieve the Bidder of any of its obligations. Authority shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the **performance guarantee accordingly.**

Para Number	29
Para Heading	Dispute Resolution Procedure
Sub Para	
.1	The method of dispute resolution is as indicated in the Conditions of Contract.

II.iii Bid form

Letter of BID

(On Bidder's letter head)

Date:

Name of Contract:

To:

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [specify *scope of the contract*] under the above named Contract in full conformity with the said bidding documents for the sum specified in financial bid form or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form and amounts and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [*specify number*] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

The bidder undertakes that there shall not be any Conflict of Interest against Director of Public Health and Family Welfare as given in the definitions of the contract of this bid document.

We understand that you are not bound to accept the lowest, or any bid you may receive.

Dated this..... Day of 2020

..... *(Signature)*

In the capacity of

..... *(Position)*

Duly authorized to sign this bid for and on behalf of

..... *(Name of bidder)*

II.iv Attachments to Bid
Bid Form Attachments

Bid Form shall include:

1. B1 - Bid Security
2. B2 - Power of Attorney
3. B3 – Cost of Bid Documents

Attachment B1

Bank Demand Draft for Bid Security

To

The Managing Director
APMSIDC, Mangalagiri, Guntur.

Whereas _____ (hereinafter called "the Bidder" has submitted its bid dated _____ for the supply of _____ (hereinafter called "the Bid")

KNOW ALL MEN by these presents that WE _____ of _____ (hereinafter called the Bank") having our registered office at _____ are bound unto _____ (hereinafter called "the purchaser") in the sum of _____ for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- Fails or refuses to execute the contract form if required
- Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders
- Does not accept the correction of the bid price pursuant to Clause 15.7(c).

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to 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 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date i.e., upto _____.

.....(Signature of the Bank)

Attachment B2-

Power of Attorney for signing of Bid

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of.....and presently residing at, who is presently employed with us and holding the position of....., a sole true and lawful attorney (here in after 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 Name of Bid [insert: Name of Bid from Bid data sheet] proposed by _____(the "Authority")including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 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 Scheme and/or upon award thereof to us and/or till the entering into of the 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 here by conferred shall and shall always be deemed to have been done by us.

INWITNESSWHEREOFWE, THEABOVE
NAMEDPRINCIPAL HAVE EXECUTEDTHIS POWER OF ATTORNEY ON THIS
..... DAY OF, 2020.

For.....
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred Only) and duly notarised by a notary public.

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 here under on behalf of the Bidder.

Attachment T1A

Bidder's Particulars**1. Company Profile**

.1	Name of the Company	
.2	Registered Office of the Company	
.3	Firms Registration Number (under Companies Act, 1956):	
.4	Firms Registration expiry date (Validity):	
.5	Firms Registration Date:	
.6	Legal status (e.g. incorporated private company, unincorporated business, partnership, proprietary firm, etc.):	
.7	Registered address:	
.8	Year of commencement of Company:	
.9	Brief description of the Company including details of its mainlines of business	
.10	Details of authorised signatory of the Bidder	
	Name:	
	Designation	
	Company:	
	Address:	
	Phone No.:	
	Fax No. :	
	E-mail address:	

2. Please State the following correctly:

(i)Has the Bidder ever been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
(ii)Has the Bidder ever failed to complete any work awarded to it by any public Authority/entity in last five years?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
(iii)Has the Bidder been ever blacklisted by any Government department/Public Sector Undertaking in the last five years?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
(iv) Has the Bidder been suffered bankruptcy/insolvency in the last five years?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Note: If answer to any of

The questions at (i) to (v) is yes, the Bidder is not eligible for this Work.

3. Office Network of the Company in Andhra Pradesh

(Address proof /Contact details to be provided here with)

4. Documents to be submitted:

- a. Annual Report (Recent);
- b. Copy of Certificate of Incorporation of the Bidder;
- c. Service Conformity Certificates;
- d. Other Relevant documents (duly listed)

5. Details of Bank Draft:

- a. Towards the Bid Security amount of rupees [Rs.....].

6. Responsiveness Checklist:

S No	Item	Yes/ No	
		Yes	No
1	Form 1: Letter of Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Form 2a: Financial Strength	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Form 2b: Experience record	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Form 3: Power of Attorney For Signing the Bid	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Form 4: Attachment T1A	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Form 5: Price Bid Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Demand Draft of Processing Fee	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8	Copy of GST Certificate of Firm	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	Copies of Work Orders and the Work Completion/ Satisfactory Letter given by the concerned clients	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	Audited Financial Statements for FYs 2016-17, 2017-18, 2018-19	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Date:

Signature and Seal of Authorized Person

Place:

Attachment T1B
From 2a- Financial Viability

Name of the Bidder:

Financial Information:

Bidders shall provide financial information to demonstrate that they meet the requirements stated in the BDS for ITB Clause 4.1(a).

- 1. Banker's Information:** Each Bidder shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached. Autonomous subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of the banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

- 2. Asset and Liability Summary:** Summarise actual assets and liabilities for the previous five calendar years. Based upon known commitments, summarize projected assets and liabilities for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Bidder.

Financial Information	Actual: Previous five years					Projected: Next two years	
	5	4	3	2	1	1	2
1.Total Assets							
2.Curent assets							
3.Total liabilities							
4.Current liabilities							
5.Profits before taxes							
6.Profits after taxes							

3. Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in the BDS for ITB Clause 4.1 (a).

Source of financing	Amount
1.	
2.	
3.	
4.	

Attach audited financial statements-including, as a minimum, profit and loss account, balance sheet, and explanatory notes-for the last 3 years. If audits are not available, partnerships and firms owned by individuals may submit their balance sheets certified by a chartered accountant, and supported by copies of tax returns,

4. Abstract of Financial Capacities:

S. No	Financial Year	Annual Turnover (Rs)	Net worth (Rs)	Cash Profit (Rs)
1	2016-17			
2	2017-18			
3	2018-19			
Average				

Certificate from the Statutory Auditor

In case the Bidder does not have a Statutory Auditor, it shall provide the certificates from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please attach printed Annual Financial Statements.

Form 2b–Experience Record

1. All firms must complete the information in this form with regard to the contracts generally. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. The annual periods should be financial years, with partial accounting for the year up to the date of submission of applications.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, purchaser, and other relevant details.

- 2.

S. No	Name of the Contract	Client	Number of Manpower	Period of contract		Value of contract	Completed YES/NO
				From	To		

Price Bid Form

[Location, date]

To:

Sir,

We the under signed, offer to provide the services for [title of the Bid] in accordance with your Bidding Document dated [date] and our proposal (Technical and Financial proposal). Our attached financial proposal is for the sum as given in the e-procurement platform. This amount is inclusive of the local taxes.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal i.e., [date].

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorised Signatory:

Name and Title of Signatory:

Name of Firm:

Address:

Attachment F1
Form F1-Cost Breakup Table

Sl. No	Item Name	Qty	Basic Price in Rs. (A)	Tax Component in Rs. (B)	Landed Price in Rs. (C=A+B)
1.	MERM BOX	300			
2.	MERM BOX	200			

Model PRICE Schedules (available on e-procurement Platform)

The screenshot shows a web interface for a tender. At the top, there are tabs for 'Current Tender Details', 'Schedule Details', and 'Item Details'. The 'Current Tender Details' tab is active, showing tender information like 'Tender No: 1126', 'Tender Category: PRODUCTS', and 'Tender Type: OPE'. Below this, the 'Schedule Details' tab shows 'Schedule Name: Miscellaneous' and 'Schedule Description: Different Items'. The 'Item Details' tab shows 'Item Code: SuroD01' and 'Item Name: GRAM STAINING KIT'. The main part of the screenshot is a table titled 'A44 / Bill Cost Breakup Details' with columns for Component Name, Type, and Percentage / Amount. The table lists 10 components (E001 to E010) such as CST, Customs Duty, Discount, Entry Tax, Excise Duty Including Cess, Freight Charges, Insurance Charges, Other Charges if any, Packaging & Forwarding Charges, and VAT. Each component has a dropdown menu for 'Type' and a column for 'Percentage / Amount'. At the bottom, there is a summary table with columns: Total Bill Quantity, Offered Quantity (A), Brand/Make/Model, Basic price Unit (INR) (B), Basic price Unit(s) (Wards), Total Cost Component Unit (INR) (C), and Landed Price Per Unit (B+C).

- Note: 1. If the basic price per unit is quoted inclusive of all taxes in the price bid, then the type of cost component may be selected as inclusive in Type Column.
2. If the basic price per unit is quoted exclusive of all taxes in the price bid, then the type of cost component may be selected as exclusive in Type Column and the necessary percentages may be indicated in value/percentage column.

**GOVERNMENT OF ANDHRA PRADESH
ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE
DEVELOPMENT CORPORATION (APMSIDC)
2nd Floor, Plot No.09, Survey No.49, IT Park, Mangalagiri, Guntur 522503.**

LETTER OF ACCEPTANCE

[Date]

TO: [Name of successful bidder]

[Address of successful bidder]

This is to notify you that your bid dated [enter *date*] for the execution of the [name of the contract as given in the bidding data] for the contract price of the equivalent of [amount in numbers and words, and name of currency/currencies], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our agency. You are hereby required:

- (a) to submit the performance security / Performance Bank Guarantee [*specify as provided in the bidding documents*];
- (b) to sign the attached contract agreement and return [*specify as provided in the bidding documents*]; and
- (c) to commence execution of the said contract in accordance with 'The Contract' documents.

Authorized signature.....

Name and title of signatory.....

Name of agency.....