

TENDER ENQUIRY DOCUMENT FOR
RFP for Development, Operation & Maintenance of Renal
Sciences Centre of Excellence on PPP Basis

Submission of tender online @ www.tender.apecurement.gov.in

ANDHRA PRADESH MEDICAL SERVICE INFRASTRUCTURE DEVELOPMENT CORPORATION

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Tender Enquiry No. 1.5/APMSIDC/Equipment /2018-19, Dated: 14.04.2018

VIMS VIZAG – ESTABLISHING A HIGH
END TERTIARY CARE INSTITUTION

Table of Contents

1. Introduction	1
1.1 Background and Project Brief	1
1.2 Brief description of Bidding Process	5
1.3 Schedule of Bidding Process	7
2. Instructions to Bidders	8
A GENERAL	8
2.1 General terms of Bidding	8
2.2 Eligibility of Applicants	10
2.3 Change in Composition of Consortium	16
2.4 Number of Applications and Costs thereof	17
2.5 Site visit and Verification of Information	17
2.6 Acknowledgement by Applicant	17
2.8 Right to Accept or Reject any or all Applications / Bids	18
B DOCUMENTS	20
2.9 Contents of the RFP	20
2.10 Clarifications	21
2.11 Amendment of RFP	21
C PREPARATION AND SUBMISSION OF BIDS	22
2.12 Language and Currency	22
2.13 Format and Signing of Bid	22
2.14 Sealing and Marking of Bids	23
2.15 Bid Due date	24
2.16 Late Bids	24
2.17 Modification / Substitution / Withdrawal of bids	24
2.18 Proprietary Data	25
3. Evaluation of Bids	26
3.1 Opening of Bids	26
3.2 Tests of Responsiveness	27

3.3 Confidentiality	28
3.4 Clarifications	28
3.5 Contacts during Bid evaluation	28
3.6 Evaluation parameters	29
3.7 Technical Capacity for Purposes of Evaluation	29
3.8 Details of Experience	31
3.9 Financial Information for Purposes of Evaluation	31
3.10 Selection of Bidder	31
4. Fraud and Corrupt practices	35
5. Pre-bid Conference	37
6. Miscellaneous	38
Appendix	39
Appendix I: Letter comprising Bid Application	39
Annex – I Details of the Applicant	43
Annex – II Technical Capacity of the Applicant[@]	45
Annex – III Financial Capacity of the Applicant	49
Annex – IV Details of Eligible Projects	52
Annex – V Statement of Legal Capacity	58
Appendix II: Power of Attorney for Signing of Bid Application	59
Appendix III: Power of Attorney for Lead Member of Consortium	61
Appendix IV: Joint Bidding Agreement	64
Appendix V: Guidelines of Department of Divestment	70
Appendix VI: Letter comprising Financial Bid	72
Annex – I Financial Selection Bid	74

Glossary

Abbreviation	Meaning
VIMS	Visakha Institute of Medical Sciences
ALOS	Average length of stay
CoE	Centre of Excellence
NTRVS	Dr. Nandamuri Taraka Ramarao Vaidya Seva Scheme
ESWL	Extracorporeal Shockwave Lithotripsy
TURP	Transurethral resection of Prostate
ICU	Intensive Care Unit
OT	Operation Theatre
DBFOT	Design, Build, Finance, Operate and Transfer
LOA	Letter of Award
PPP	Public Private Partnership
LOA	Letter of Award
Rs. Or INR	Indian Rupee
SPV	Special Purpose Vehicle
RFP	Request for Proposals

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of the **APMSIDC** or any of its employees or advisors is provided to the Applicant(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 **APMSIDC** to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their applications / bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by **APMSIDC** in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for **APMSIDC**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(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. **APMSIDC** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

The issue of this RFP does not imply that **APMSIDC** is bound to select and short-list pre-qualified Applications or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and **APMSIDC** reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

1. Introduction

1.1 Background and Project Brief

1.1.1. Visakha Institute of Medical Sciences (VIMS), brain child of former honorable Chief Minister, Dr. NT Ramarao, was envisioned to provide quality healthcare at highly affordable rates in order to serve the poor. Spread over 99 acres of land and strategically located on NH16, the Government has invested in and created infra across 6 blocks with a capacity for c. 450 beds. 100 beds have been operationalized currently with outpatient and basic inpatient services.

With the objective of creating a world-class, high-end tertiary care institution which provides affordable care, it is proposed to operate Centres of Excellence (CoEs) within the hospital. While VIMS will operate basic, emergency as well as support specialties in the hospital, key CoEs will be bid out to private players to manage and operate. The private players are expected to invest in the required incremental state-of-art medical infrastructure, upgradation of physical infrastructure and also all the professional staff (clinicians, paramedical, and administration/ support) required to run the centre.

While individual CoEs and services will retain independence in operating their own areas, they will be expected to do so within a “common operating framework” which details modalities for sharing of services and minimum quality standards. The Governing Body and Director will oversee co-ordination between various departments and be responsible for overall quality of treatment and practices.

The CoEs to be developed through PPP include:

CoE	Services
Renal Sciences	Medical management, Dialysis, Renal transplants, Urology surgeries

APMSIDC intends to shortlist suitable Applicants (the “Bidders”) and select the Bidder for awarding the “Renal Sciences Centre of Excellence CoE” through an open competitive bidding process in accordance with the procedure set out herein in this RFP. The draft Initial Project Report (“IPR”), attached with this RFP provides more details of the proposed model and projected volumes for the Hospital. This draft IPR includes certain statements, estimates and projections regarding the anticipated future performance of VIMS and prospective private operators. Such statements, estimates and projections, reflect various assumptions concerning anticipated results, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such statements and estimates and no assurance can be provided that the projections made will actually materialize.

The Project Brief is detailed below:

PROJECT BRIEF	
Objective	To create a world-class, high-end tertiary care institution which provides affordable care to the population around Visakhapatnam
Project Name	Renal Sciences Centre of Excellence at VIMS, Vizag
Services to be provided	Renal biopsy, Uroflowmetry Hypertension management Hemodialysis Kidney transplant TURP / Laser treatment for enlarged prostate, ESWL, Laparoscopic surgeries Andrology treatments along with Obstetrics & Gynaecology department
Minimum infrastructure to be built	70 total beds including a dedicated Renal ICU [at least 10 beds] 2 Major OTs, 1 Minor OT, 1 Transplant OT 10 bed Dialysis Unit [Currently outsourced] Urodynamics unit, at least 50W Holmium LASER; ESWL unit
SITE SPECIFICATIONS	
Location	Plot No. XX, ____
Ownership	XX
Land area	99 acres
Total built-up area of Hospital (Current)	3.84 lakh sq. ft.
Minimum Built-up area for CoE	40,000 sq. ft.
PPP FRAMEWORK	
PPP Model	Design, Build, Finance, Operate and Transfer (DBFOT)

<p>Implementation framework</p>	<p>VIMS to Lease space within Hospital campus / existing built-up structure CoE to be constructed and operated by Private operator (“Concessionaire”) on DBFOT basis Applicant to form Special Purpose Vehicle (SPV) for execution of Project Concessionaire shall submit layout, drawing and design of CoE to VIMS for approval Concessionaire responsible for obtaining necessary regulatory approvals specific to the CoE – VIMS to assist obtaining the same on a best-efforts basis</p>																
<p>Salient features of Concession</p>	<p>Dedicated space to be provided by VIMS within the Hospital campus / existing built-up structure Concession period: 15 years renewable for another 15 years Concessionaire shall:</p> <ul style="list-style-type: none"> o Design, construct and install necessary equipment for the CoE with its own resources o Will enter into a separate agreement with the existing Dialysis provider or takeover setup for CoE operations o Pay VIMS a fixed Rental amount at Rs. 5 per sq. ft. [with escalation of 10% every 3 years] every year as annual concession fee o Provide treatment for VIMS referred patients and other applicable patients at NTRVS rates where applicable and VIMS defined rates where NTRVS is not applicable o Charge discounted market rates [capped at 2x the NTRVS rate] for patients who can afford to pay (“Private patients”); share of such patients to be capped at 30% of total patients treated every month o Pay VIMS a pre-defined X% revenue share of Insurance patients 																
<p>Bid parameter</p>	<p>Highest financial score calculated as follows:</p> <table border="1" data-bbox="509 1278 1362 1644"> <thead> <tr> <th data-bbox="509 1278 581 1356">Sr. No.</th> <th data-bbox="581 1278 889 1356">Parameter</th> <th data-bbox="889 1278 1032 1356">Base value</th> <th data-bbox="1032 1278 1362 1356">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="509 1356 581 1478">I</td> <td data-bbox="581 1356 889 1478">Built-up area for CoE</td> <td data-bbox="889 1356 1032 1478">40,000 sq. ft.</td> <td data-bbox="1032 1356 1362 1478">1 point for every additional 1,000 sq. ft. [capped at 10 points]</td> </tr> <tr> <td data-bbox="509 1478 581 1560">II</td> <td data-bbox="581 1478 889 1560">Total capital expenditure proposed</td> <td data-bbox="889 1478 1032 1560">Rs. 20 crores</td> <td data-bbox="1032 1478 1362 1560">1 point for every additional 1 crore invested</td> </tr> <tr> <td data-bbox="509 1560 581 1644">III</td> <td data-bbox="581 1560 889 1644">Insurance patients’ revenue share with VIMS</td> <td data-bbox="889 1560 1032 1644">-</td> <td data-bbox="1032 1560 1362 1644">1 point per 1% revenue shared</td> </tr> </tbody> </table>	Sr. No.	Parameter	Base value	Marks	I	Built-up area for CoE	40,000 sq. ft.	1 point for every additional 1,000 sq. ft. [capped at 10 points]	II	Total capital expenditure proposed	Rs. 20 crores	1 point for every additional 1 crore invested	III	Insurance patients’ revenue share with VIMS	-	1 point per 1% revenue shared
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<p>Concessions authority</p>	<p>VIMS</p>																
<p>Monitoring mechanism</p>	<p>XX</p>																

1.1.2. The selected bidder who is either a company incorporated under the Companies Act, 1956 or undertakes to incorporate as such prior to execution of the concession agreement (the “Concessionaire”) shall be responsible for Design Build Finance Operate Transfer (the “DBFOT”) of the Project under and in accordance with the provisions of a concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and VIMS.

1.1.3. Scope of Work: The scope of work shall broadly include:

- a. To plan, design, build, finance, operate and maintain the Renal Centre of Excellence (CoE) within VIMS
- b. To procure and install necessary medical and diagnostic equipments
- c. To ensure quality and service levels are at par / better than norms defined in the “common operating framework”

The Concessionaire will operate and maintain the facility during the term of the lease and transfer the same to VIMS at the end of the lease term. The time period for holding lease rights for this project shall be **15** years initially commencing from the date of signing of the Concession Agreement with the provision of renewing for next **15** years.

1.1.4. Indicative capital cost of the Project (the “Estimated Project Cost”) is about Rs. **20** to Rs. **25** Crores which may be revised and specified in the addenda to the RFP. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5. **APMSIDC** shall receive Applications pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by **APMSIDC**, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.3**

1.2 Brief description of Bidding Process

1.2.1. The Authority has adopted a “Single Stage” **online** bidding process (collectively referred to as the “Bidding Process”) for selection of Bidder for award of the Project. Applicants, including their successors (the “Bidders”, which expression shall, unless repugnant to the context, include the Members of the Consortium) would be required to meet the Technical and Financial Capacity requirements and adhere to other conditions specified in this RFP so as to qualify for Financial Proposal opening stage of the Bidding Process. The Technical and Financial Capacity assessment would be carried out as part of the Bidding Process. Financial Proposal of only those Bidders whose Bids are responsive and meet the Technical and Financial Capacity requirements (as laid down in **Clause 2.2**) would be opened and evaluated as per the process outlined in **Clause 3**.

GOI has issued guidelines (see Appendix V of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix I.

1.2.2. Through this RFP, Bidders are being called upon to submit their Technical and Financial Bids (the “Bids”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the date specified in **Clause 1.3** for submission of bids (the “Bid Due Date”).

1.2.3. The Bidding Documents including the IPR providing brief details of the Project are enclosed. The aforesaid documents and any other documents or addenda issued subsequent to this RFP document will be deemed to form part of the Bidding Documents.

1.2.4. A Bidder is required to deposit, along with its Bid, a bid security as detailed below (the “Bid Security”), refundable not later than **60** (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in online, acceptable to the Authority, and in such event, the validity period of the Bid Security, as the case may be, shall not be less than **180** (one hundred

and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

Bid Security Amount: Rs. 1,00,00,000 (One crore)

1.2.5. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.

1.2.6. Bids are invited for the Project on the basis of highest Financial Score, (the “Financial Score”) for award of the Concession. The Bidder will offer to pay VIMS:

- a. A base annual rental in the form of lump sum payment to the Authority in advance on an annual basis; and
- b. A pre-defined revenue share on revenue earned from Insurance patients payable on a Quarterly basis

A Bidder’s Financial Score will be calculated as defined in [Clause 3.10.3](#)

The concession period shall be 15 (Fifteen) years (the “Concession Period”). If the Authority decides to again bid for the Project on Public-Private-Partnership (PPP) basis, the Concessionaire shall be given “First Right of Refusal” i.e. the Concessionaire would be allowed to match the Financial Proposal of the preferred bidder at that stage, if the Concessionaire’s bid is found to be within 10% of the highest quoted bid.

The Financial Score shall constitute the sole criteria for evaluation of Bids. Subject to [Clause 3.1](#), the Project will be awarded to the Bidder quoting the highest combined capital investment and revenue share to VIMS. In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Financial Score.

1.2.7. Generally, the Highest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in [Clause 3](#) of this RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not

selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8. The Concessionaire shall be entitled to levy user charges as per the provisions of the Concession Agreement and summarized in [Section 1.1](#).

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

1.2.10. Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to aphmhidc@gmail.com. The envelopes / communication shall clearly bear the following identification / title addressed to **The Managing Director, APMSIDC**:

“Queries / Request for Additional Information: RFP for Development, Operation & Maintenance of Renal Sciences Centre of Excellence (CoE) on PPP Basis”

1.3 Schedule of Bidding Process

APMSIDC will endeavor to adhere to the following schedule:

Sr. No.	Event / Stage	Date and Time
1	Sale of RFP	14/04/2018
2	Pre-Bid Conference	23/04/2018 @ 12.00 P.M Address : APMSIDC, 2 nd Floor, Plot No.09, Survey No.49, IT Park, Mangalagiri, Guntur 522503
3	Submission of Bids	21/05/2018 @ 11.00 A.M
4	Opening of Technical Bids	21/05/2018 @ 11.30 A.M
5	Opening of Financial Bids	21/05/2018 @ 03.30 .M
6	Signing of Concession Agreement	11/06/2018

2. Instructions to Bidders

A GENERAL

2.1 General terms of Bidding

2.1.1. No Bidder shall submit more than one Bid . A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

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

2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.4. The Bid should be furnished in the formats provided in this RFP and signed by the Bidder's authorized signatory.

2.1.5. The Financial Bid shall consist of two parts:

- a. A base annual rental in the form of lump sum payment to the Authority in advance on an annual basis; and
- b. A pre-defined revenue share on revenue earned from Insurance patients payable on a Quarterly basis

A Bidder's Financial Score will be calculated as defined in [Clause 3.10.3](#). The Financial Score shall constitute the sole criteria for evaluation of Bids. Subject to [Clause 3.1](#), the Project will be awarded to the Bidder quoting the highest combined capital investment and revenue share to VIMS. The

revenue share amount shall be payable by the Concessionaire to the Authority as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

2.1.6. The Bidder shall deposit a Bid Security as per [Clause 1.2.4](#) of this RFP.

2.1.7. The validity period of the Bid Security, as the case may be, shall not be **less than 180** (one hundred and eighty) days from the Bid Due Date, inclusive of a **claim period of 60 (sixty) days**, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable **no later than 60 (sixty) days** from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.

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

2.1.9. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix III and the Joint Bidding Agreement, substantially in the form specified at Appendix IV

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

2.1.11. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.12. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and 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 2.1.12](#) shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.2 Eligibility of Applicants

2.2.1. For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

- a. The Applicant for pre-qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- b. An Applicant may be a natural person, firm, private entity, non- profit organization (trust or society) or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in [Clause 2.2.5](#) below.
- c. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than **5% (five per cent)** of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than **5% (five per cent)** of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub clause (c) of [Clause 2.2.1](#), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise

- control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than **26% (twenty six per cent)** of the subscribed and paid up equity shareholding of such intermediary; or
- ii. A constituent of such Applicant is also a constituent of another Applicant; or
 - iii. Such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
 - iv. Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
 - v. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or
 - vi. Such Applicant or any Associate thereof has participated as a consultant to the VIMS in the preparation of any documents, design or technical specifications of the Project
- d. An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the VIMS in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

In case an Applicant is a Consortium, then the term Applicant as used in this **Clause 2.2.1**, shall include each Member of such Consortium.

2.2.2. To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility;

- a. **Technical Capacity:** For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall preceding the Application Due Date, have:
 - i. **Developed or Operated Projects** (as specified in [Clause 3.2.1](#)) with a cumulative experience of:
 - A. Having managed at least **2 Major OTs, 1 Minor OT, 1 Transplant OT and 70 dedicated beds for Renal Sciences** [including a minimum of **10 ICU beds**]
 - B. Having undertaken an average of at least of **2,400 urology surgeries and 6,000 dialysis sessions per year for the last 3 (three) years**
 - C. Having initiated at least **1 Renal Transplant**

- b. **Financial Capacity:** For demonstrating financial capacity (the “Financial Capacity”), the Applicant shall, have:
 - i. The Applicant shall have a minimum Net Worth of Rs. **25 Crores** (Rs. Twenty Five crores);
 - ii. **Average Annual Turnover** of at least Rs **50 Crores** (Rs. Fifty crores) for last **three** financial years ending March 31, **2018**; and annual Operating Profit of Rs **5 Crores** (Rs. Five crores) in **2** years out of last **3** years ending March 31 **2018**

In case of a Consortium, the combined technical capacity and financial capacity of those Members, who have and shall continue to have an equity share of at least **26%** (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of **10** (ten) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) **26%** (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii) **5%** (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3. The Applicants shall enclose with its application, to be submitted as per the format at Appendix I, complete with its Annexes, the following:

- a. Certificate(s) from its statutory auditors or the concerned client(s) stating the eligible works in respect of the projects specified in [Clause 2.2.2](#) above. In case a particular work/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular work/ contract by producing a certificate from its statutory auditor or the client;
- b. Certificate(s) from its Statutory Auditors specifying Average Turnover of the Applicant, in the last three financial years ending March 31, 2017 and also specifying that the methodology adopted for calculating such Average Turnover conforms to the provisions of this [Clause 2.2.3](#)

- (ii).** For the purposes of this RFP, turnover (the “Average Turnover”) shall mean the average of sum of Revenue earned by the Applicant from core business operations (excluding Other Income) in preceding three financial years; and
- c. Certificate(s) from its Statutory Auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this **Clause 2.2.3 (iii)**. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

2.2.4. The Applicant should submit a Power of Attorney as per the format enclosed in Appendix II, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the members shall submit a Power of Attorney in favor of the Lead Member as per format at Appendix III

2.2.5. Where the Applicant is a single entity, it shall be required to form an appropriate Special Purpose Vehicle (the “SPV”), incorporated under the Indian Companies Act, 1956 to execute the Concession Agreement and implement the Project. In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

- a. Number of members in a consortium shall not exceed **3** (three), and the information sought in the Application shall be in the order of their equity contribution;
- b. Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium;
- c. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least **51%** (fifty one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix III, signed by all the other members of the Consortium;
- d. The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O & M obligations;
- e. An individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- f. The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

- g. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix IV (the “Jt. Bidding Agreement”), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- h. Convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- i. Clearly outline the proposed roles and responsibilities, if any, of each member;
- j. Commit the minimum equity stake to be held by each member;
- k. Commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to **26%** (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of **5** (five) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) **26%** (twenty six per cent) of the subscribed and paid up equity share capital of the SPV; and (ii) **5%** (five per cent) of the Total Project Cost specified in the Concession Agreement;
- l. Members of the Consortium undertake that they shall collectively hold at least **51%** (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the **tenth** anniversary of the commercial operation date of the Project; and
- m. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and
- n. Except as provided under this RFP and the Bidding documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the VIMS

2.2.6. Any entity which has been barred or disqualified either by Govt. of India or Govt. of Andhra Pradesh or any entity controlled by it, from participating in any project (BOT or otherwise) and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.7. An Applicant including any Consortium Member or Associate should, in the last **3** (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or

contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.8. In computing the Technical Capacity, Average Turnover and Net Worth of the Applicant/ Consortium members under **Clauses 2.2.2, 2.2.3** and 3.2, the Technical Capacity, Average Turnover and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.9. The following conditions shall be adhered to while submitting an Application:

- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b. Information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- c. In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with **Clause 3.1** below; and
- d. In case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.10. Qualification is open only to residents/entities incorporated in India

2.2.11. Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within **three months** of the closing of the latest financial year of an Applicant, it shall

ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the **3** (three) years or **1** (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business

2.3 Change in Composition of Consortium

2.3.1. Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted only where:

- a. the application for such change is made no later than **15** (fifteen) days prior to the Bid Due Date;
- b. the Lead Member continues to be the Lead Member of the Consortium;
- c. the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- d. the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant / Member /

Associate of any other Consortium bidding for this Project.

2.3.2. Approval for change in the composition of a Consortium shall be at the sole discretion of **APMSIDC** and must be approved by **APMSIDC** in writing.

2.3.3. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.4. Notwithstanding anything to the contrary contained in sub-clause (c) (i) of **Clause 2.2.1**, an Applicant may, within **10** (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications and Costs thereof

2.4.1. No Applicant shall submit more than one Application for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.4.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. **APMSIDC** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and Verification of Information

Applicants are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, facilities available in the hospital and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1. It would be deemed that by submitting the Application, the Applicant has:

- a. Made a complete and careful examination of the RFP ;
- b. Received all relevant information requested from VIMS;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of VIMS relating to any of the matters referred to in **Clause 2.5** above; and
- d. Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. **APMSIDC** shall not be liable for any omission, mistake or error on the part of the Applicant in respect of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the **APMSIDC**.

2.8 Right to Accept or Reject any or all Applications / Bids

2.8.1. Notwithstanding anything contained in this RFP, **APMSIDC** reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that **APMSIDC** rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.8.2. **APMSIDC** reserves the right to reject any Application and/ or Bid if:

- a. At any time, a material misrepresentation is made or uncovered, or
- b. The Applicant does not provide, within the time specified by **APMSIDC**, the supplemental information sought by **APMSIDC** for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then **APMSIDC** reserves the right to

- a. Invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
- b. Take any such measure as may be deemed fit in the sole discretion of **APMSIDC**, including annulment of the Bidding Process.

2.8.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by **APMSIDC**, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession

Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by **APMSIDC** to the Applicant, without **APMSIDC** being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which **APMSIDC** may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.8.4. **APMSIDC** reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by the **APMSIDC** shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the **APMSIDC** there under.

B DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with [Clause 2.11](#).

Invitation for Bids

- Section 1: Introduction**
- Section 2: Instructions to Bidders**
- Section 3: Evaluation of Bids**
- Section 4: Fraud and Corrupt Practices**
- Section 5: Pre Bid Conference**
- Section 6: Miscellaneous**

Appendices

- Appendix I: Letter comprising Bid**
- Appendix II: Power of Attorney for signing Bid**
- Appendix III: Power of Attorney for Lead Member of Consortium**
- Appendix IV: Joint Bidding Agreement for Consortium**
- Appendix V: Guidelines of Department of Divestment**
- Appendix VI: Letter comprising Financial Bid**

2.10 Clarifications

2.10.1. Applicants requiring any clarification on the RFP may notify **APMSIDC** in writing or by fax and by e-mail in accordance with **Clause 1.2.10**.

2.10.2. **APMSIDC** would endeavor to respond to the questions raised or clarifications sought by the Applicants by the date mentioned in the Schedule of Bidding Process. However, **APMSIDC** reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring **APMSIDC** to respond to any question or to provide any clarification.

2.10.3. **APMSIDC** may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by **APMSIDC** shall be deemed to be part of the RFP. Verbal clarifications and information given by **APMSIDC** or its employees or representatives shall not in any way or manner be binding on **APMSIDC**.

2.11 Amendment of RFP

2.11.1. At any time prior to the deadline for submission of Application, **APMSIDC** may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addenda.

2.11.2. Any Addendum thus issued will be uploaded on <https://tender.apecurement.gov.in/>.

2.11.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, **APMSIDC** may, in its sole discretion, extend the Application Due Date.

C PREPARATION AND SUBMISSION

OF BIDS 2.12 Language and Currency

The Application and all related correspondence and documents in relation to the Bidding Process shall be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by an appropriate translation of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

2.13 Format and Signing of Bid

2.13.1. The Applicant shall provide all the information sought under this RFP. **APMSIDC** would evaluate only those Bids that are received in the required format and are complete in all aspects. Incomplete and / or conditional Bids shall be liable to rejection.

2.13.2. The Applicants need to scan and upload the required documents. Such uploaded documents pertaining to technical **Application** need to be attached to the tender while submitting the **Application** on line. The attested copies of all these uploaded documents of technical **Application**, signed undertaking of tenderer should be submitted off line to Managing Director, APMSIDC, Mangalagiri, Guntur District- 522503 on or before the last date of submission of **Application**. The Corporation/APMSIDC will consider only the **Application** submitted through on-line over the copies of the paper based **Application**.

2.13.3. The online and offline application shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The offline Application shall contain page numbers and shall be bound together in hard cover.

2.14 Sealing and Marking of Bids

2.14.1. The Applicant shall submit the Application in the format specified at Appendix I **Appendix-I**, together with the documents specified in **Clause 2.14.2**, and seal it in an envelope and mark the envelope as “APPLICATION”. The Applicant shall seal the offline Application, together with their respective enclosures. The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with **Clauses 2.14.2** and **2.14.3**. The Financial proposal shall be **uploaded only ONLINE** which is inclusive of all taxes & duties and quoted in the proforma enclosed at "Annex - I" as per scope of work / service to be rendered under VIMS.

2.14.2. Online and Offline technical application shall contain:

- a. Application in the prescribed format (**Appendix I**) along with Annexes and supporting documents;
- b. Power of Attorney for the signing of Application as per the format enclosed in Appendix II ;
- c. If applicable, Power of Attorney for the Lead Member of the Consortium as per the format in Appendix III;
- d. Copy of the Jt. Bidding Agreement, in case of a Consortium, substantially in the format in Appendix IV;
- e. Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- f. Copies of Applicant’s duly audited balance sheet and Profit and Loss Account for the preceding 3 (three) Financial Years;

The Offline technical envelopes shall clearly bear the following identification:

“Bid for Development, Operation & Maintenance of Renal Sciences Centre of Excellence (CoE) at VIMS, Vizag on PPP Basis”

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.14.3. The Offline technical envelope shall be addressed to :

**The Managing Director, APMSIDC, Plot No.09, Survey No.49, IT Park,
Mangalagiri, Guntur 522503.**

2.14.4. If the envelope is not sealed and marked as instructed above, **APMSIDC** assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted and consequent losses, if any, suffered by the Applicant.

2.14.5. Applications submitted by fax, telegram or email shall not be entertained and shall be rejected.

2.15 Bid Due date

2.15.1. Applications should be submitted before **11.00 A.M** on the Application Due Date, at the address provided in **Clause 2.14.3** in the manner and form as detailed in this RFP.

2.15.2. **APMSIDC** may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with **Clause 2.11** uniformly for all Applicants.

2.16 Late Bids

Bids received by **APMSIDC** after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification / Substitution / Withdrawal of bids

2.17.1. The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.17.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **Clause 2.14**, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.17.3. Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.18 Proprietary Data

All documents and other information supplied by **APMSIDC** or submitted by an Applicant to **APMSIDC** shall remain or become the property of **APMSIDC**. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. **APMSIDC** will not return any Application or any information provided along therewith.

3. Evaluation of Bids

3.1 Opening of Bids

3.1.1. **APMSIDC** shall download the Applications at **11.30 A.M** on the Application Due Date.

3.1.2. Applications for which a notice of withdrawal has been submitted in accordance with [Clause 2.17](#) shall not be downloaded.

3.1.3. **APMSIDC** will subsequently examine and evaluate Applications in accordance with the provisions set out in [Section 3](#).

3.1.4. Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of **APMSIDC**. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.1.5. Any information contained in the Application shall not in any way be construed as binding on **APMSIDC**, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

3.1.6. **APMSIDC** reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

3.1.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, **APMSIDC** may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.

3.1.8. In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by **APMSIDC** as incorrect or erroneous, **APMSIDC** shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any

information is found to be patently false or amounting to a material misrepresentation, **APMSIDC** reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clause 2.8.

3.2 Tests of Responsiveness

3.2.1. Prior to evaluation of Applications, **APMSIDC** shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:

- a. It is received as per format at Appendix-I;
- b. It is received by the Application Due Date including any extension thereof pursuant to **Clause 2.15.2**;
- c. The offline technical application is signed, sealed, bound together in hard cover, and marked as stipulated in **Clauses 2.13 and 2.14**;
- d. It is accompanied by the Power of Attorney as specified in **Clause 2.2.4**, and in the case of a Consortium, the Power of Attorney as specified in the **Clause 2.2.5 sub clause (c)**;
- e. It contains all the information and documents (complete in all respects) as requested in this RFP;
- f. It contains information in formats same as those specified in this RFP;
- g. It contains certificates from its statutory auditors in the formats specified at Appendix I of the RFP for each Eligible Project;
- h. It contains an attested copy of the receipt for payment of Rs. 28,650/- (Rupees Twenty Eight Thousand Six Hundred and Fifty only) to APMSIDC towards the cost of the processing fee;**
- i. It is accompanied by the Jt. Bidding Agreement (for Consortium), specific to the Project, as stipulated in **Clause 2.2.5 sub clause (g)**;
- j. It does not contain any condition or qualification; and
- k. It is not non-responsive in terms hereof.

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

3.3 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising **APMSIDC** in relation to or matters arising out of, or concerning the Bidding Process. **APMSIDC** will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. **APMSIDC** may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or **APMSIDC** or as may be required by law or in connection with any legal process.

3.4 Clarifications

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

3.4.2. If an Applicant does not provide clarifications sought under [Clause 3.4.1](#) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, **APMSIDC** may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of **APMSIDC**.

3.5 Contacts during Bid evaluation

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

3.6 Evaluation parameters

3.6.1. Only those Applicants who meet the eligibility criteria specified in [Clause 2.2.2](#) above shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.6.2. The Applicant's competence and capability is proposed to be established by the following parameters:

- a. Technical Capacity;
- b. Financial Capacity

3.7 Technical Capacity for Purposes of Evaluation

3.7.1. Subject to the provisions of [Clause 2.2](#), the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in [Clauses 3.7.3](#) and [3.7.4](#) (the "Eligible Projects"):

Category 1: Project Development ¹ experience in Eligible Projects in Hospital Sector ² that qualify under [Clause 3.7.3](#)

Category 2: Operations experience in Eligible Projects in Hospital Sector that qualify under [Clause 3.7.4](#)

3.7.2. Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.7.3. For a project to qualify as an Eligible Project under Category 1:

¹ Developed shall mean build and financed the construction of the project

² Hospital Sector would be deemed to include Public Hospitals, Private Hospitals, General Hospitals, District Hospitals, Specialized Hospitals or Teaching Hospitals

- a. It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT, DBOOT or developed /constructed by the Applicant for providing its output or services on non-discriminatory basis to users, in pursuance of its charter, concession or contract, as the case may be;
- b. It should have at least **2** Major and **1** Minor OTs, **1** Transplant OT with a dedicated bed strength of at least **30** beds for Renal Sciences
- c. It should have **1** Holmium LASER and ESWL unit
- d. They should have performed on an average at least **800** Urology surgeries and **3,000** dialysis sessions per year for the last **3 (three)** years

3.7.4. For a project to qualify as an Eligible Project under Category 2,

- a. It should have at least **2** Major and **1** Minor OTs, **1** Transplant OT with a dedicated bed strength of at least **30** beds for Renal Sciences
- b. It should have **1** Holmium LASER and ESWL unit
- c. They should have performed on an average at least **800** Urology surgeries and **3,000** dialysis sessions per year for the last **3 (three)** years
- d. The entity claiming experience should have held, in the company owing the Eligible Project, a minimum of **51%** (fifty one per cent) equity during the period for which Eligible Experience is being claimed

3.7.5. The Applicant shall quote experience in respect of a particular Eligible Project under both categories.

3.7.6. Only those Applicants with a cumulative experience of

- a. Having managed at least **2** Major OTs, **1** Minor OT, **1** Transplant OT and **70** dedicated beds for Renal Sciences [including a minimum of **10** ICU beds]
- b. Having undertaken an average of at least of **2,400** urology surgeries and **6,000** dialysis sessions per year for the last **3 (three)** years
- c. Having initiated at least **1** Renal Transplant program

3.7.7. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.8 Details of Experience

3.8.1. The Applicants must provide the necessary information relating to Technical Capacity as per format at [Annex – II](#) of Appendix I.

3.8.2. The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at [Annex – IV](#) of Appendix I.

3.9 Financial Information for Purposes of Evaluation

3.9.1. The Application must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

3.9.2. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.9.3. The Applicant must establish the minimum financial capacity specified in [Clause 2.2.2 sub clause \(b\)](#), and provide details as per format at [Annex – III](#) of Appendix I.

3.10 Selection of Bidder

3.10.1. The credentials of eligible Applicants shall be measured in terms of their “Experience Score”. The sum total of the Experience Scores for all Eligible Projects shall be the ‘Aggregate Experience Score’ of a particular Applicant. In case of Consortium, the Aggregate Experience Score of each of its

VIMS VIZAG – ESTABLISHING A HIGH END TERTIARY CARE INSTITUTION

Members, who have an equity share of at least **26%** in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

The Experience Score for each Applicant would be calculated as follows:

Sr. No.	Criteria	Maximum Marks	Marking Scheme	
			Cumulative experience / value across Eligible Projects	Marks
I	TECHNICAL CAPACITY	60		
1	Infrastructure development experience	30		
	Dialysis machines	10	Minimum of 10 For every additional 1 unit (s)	2 marks 1 mark
	Major OTs	10	Minimum of 3 For every additional 1 unit (s)	2 marks 1 mark
	Dedicated beds for Renal Sciences	10	Minimum of 70 For every additional 10 beds	2 marks 1 mark
2	Operations experience	30		
	Average Urology surgeries per year over last 3 years	15	Minimum of 2,400 For every additional 200 nos.	2 marks 1 mark
	Average Dialysis sessions per year over last 3 years	15	Minimum of 6,000 For every additional 50 nos	2 marks 1 mark
II	FINANCIAL CAPACITY	40		
3	Net worth in Rs. crores	20	Minimum of 25 crores For every additional 10 crores	4 marks 2 marks
4	Average turnover in Rs. crores	20	Minimum of 50 crores For every additional 50 crores	4 marks 2 marks

3.10.2. The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for Opening of Financial Bids. The Authority expects to open upto **6 (six)** pre-qualified Applicants' Financial Bids. The Authority, however, reserves the right to increase the number of shortlisted pre-qualified Applicants by adding additional Applicants.

3.10.3. The Bidder whose Bid is adjudged as responsive in terms of [Clause 3.2.1](#) and who quotes the highest investment amount and insurance revenue share with VIMS, measured in terms of the highest Financial Score, shall be declared as the Selected Bidder (the “Selected Bidder”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder. The Financial Score will be determined as given below:

Sr. No.	Parameter	Base value	Marks
I	Built-up area for CoE	40,000 sq. ft.	1 point for every additional 1,000 sq. ft. [capped at 10 points]
II	Total capital expenditure proposed	Rs. 20 crores	1 point for every additional 1 crore invested
III	Insurance patients’ revenue share with VIMS	-	1 point per 1% revenue shared

3.10.4. In the event that two or more Bidders quote the same amount of Premium, as the case may be (the “Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.10.5. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

3.10.6. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in [Clause 3.10.5](#), the Authority may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.10.7. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) 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(s) as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.10.8. After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in **Clause 1.3**. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.10.9. The Select Bidder shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to the Authority, simultaneously with the execution of the Concession Agreement, an irrevocable and unconditional bank guarantee in favour of **VIMS**, payable at **Visakhapatnam** from any Nationalized or Scheduled bank, for a sum equivalent to **20%** of the Estimated Project Cost (the “Performance Security”). The Performance Security shall be kept valid till completion of **60** days from the end of the Concession Period (60 days + Concession Period). The security deposit shall be discharged (forfeited) as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract

4. Fraud and Corrupt practices

4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, **APMSIDC** may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.2. Without prejudice to the rights of **APMSIDC** under **Clause 4.1** hereinabove, if an Applicant is found by **APMSIDC** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by **APMSIDC** during a period of **2 (two)** years from the date such Applicant is found by **APMSIDC** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3. For the purposes of this **Section 4**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under **Clause 2.2.1** sub clause (d), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b. “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by **APMSIDC** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- e. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-bid Conference

5.1. A Pre-bid conference of the interested parties shall be convened at the designated date, time and place. Applicants who have downloaded the RFP document from the Authority's website (<https://tender.apecurement.gov.in/>) should submit a Demand Draft of Rs. **28,650/- (Rupees Twenty Eight Thousand Six Hundred and Fifty only)** towards the cost of document, through their representative attending the conference. A maximum of **three** representatives of each Applicant shall be allowed to participate in pre bid conference.

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

6. Miscellaneous

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Hyderabad** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2. **APMSIDC**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Pre-qualify or not to pre-qualify any Applicant and/ or to consult with any Applicant in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to **APMSIDC** by, on behalf of, and/ or in relation to any Applicant; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6.3. It shall be deemed that by submitting the Application, the Applicant agrees and releases the **APMSIDC**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendix

Appendix I: Letter comprising Bid Application

Refer clause [2.13.2](#)

[On the Letter Head of the Bidder]

Dated:

To,

**The Managing Director,
APMSIDC
Mangalagiri,
Guntur 522503**

Sub: Bid for “Development, Operation & Maintenance of Renal Sciences Centre of Excellence (CoE) at VIMS, Visakhapatnam, through PPP Basis”

Dear Sir,

With reference to your RFP document dated **DD/MM/YYYY**, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for the Bidding process for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We acknowledge that **APMSIDC** will be relying on the information provided in the Application and the documents accompanying such Application for bidding process of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in [Annex – I](#) to [Annex – IV](#) is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

2. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.

3. I/ We shall make available to the **APMSIDC** any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

4. I/ We acknowledge the right of **APMSIDC** to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the **APMSIDC**;
 - b) I/ We do not have any conflict of interest in accordance with **Clause 2.2.1** sub clauses (c) and (d) of the RFP document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in **Clause 4.3** of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the **APMSIDC** or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Section 4** of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
8. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification bid.

10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix V thereof.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the **APMSIDC** of the same immediately.

15. The Statement of Legal Capacity as per format provided in **Annex – V** in Appendix I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and Appendix III respectively of the RFP, are also enclosed.

16. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement.

17. I/ We hereby confirm that we are in compliance of/ shall comply with the development, operation and management requirements specified in **Clause 3.7**

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the **APMSIDC** in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

20. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rupees in words) and my/our Average Turnover is Rs. (Rupees in words)

21. {We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}³

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Date:

Name and seal of the Applicant/ Lead Member

Place:

³Omit if the Applicant is not a Consortium

Annex – I Details of the Applicant

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

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

3. Details of individual(s) who will serve as the point of contact/ communication for the VIMS:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number:
 - f) E-Mail Address:
 - g) Fax Number:

4. Particulars of the Authorized Signatory of the Applicant:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number:
 - e) Fax Number:

5. In case of a Consortium:
 1. The information above (1-4) should be provided for all the Members of the Consortium.
 2. A copy of the Jt. Bidding Agreement, as envisaged in of **Clause 2.2.5** sub clause (g) should be attached to the Application.
 3. Information regarding the role of each Member should be provided as per table below:

S.No.	Name of member	Role ⁴ (Refer sub clause (d) of Clause 2.2.5)	Percentage of equity in the Consortium (Refer sub clauses (a), (c) and (g) of Clause 2.2.5)
1.			
2.			
3.			
4.			

4. The following information shall also be provided

S.No.	Criteria	Yes	No
1.	Has the Applicant/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it from participating in any project (BOT/DBFOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3.	Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

⁴ The role of each Member, as may be determined by the Applicant, should be indicated in accordance with [instruction 4 at Annex – IV](#).

Annex – II Technical Capacity of the Applicant[@]

(Refer to sub clause (a) of Clause 2.2.2, Clause 3.7 and Clause 3.8 of the RFP)

I. Summary of Project Development experience: Developed Eligible Project(s) in Category 1 specified in Clause 3.7.1

Applicant type [#] (1)	Member code [*] (2)	Project code ^E (3)	Category ^o (4)	Cumulative Experience						
				No. dedicated beds for Renal Sciences (5)	No. of Dialysis machines (6)	No. of major OTs (7)	No. of minor OTs (8)	Average Urology surgeries per year for the last 3 years (9)	Average dialysis sessions per year for the last 3 years (10)	Renal transplant program in the last 3 years (11)
Single Entity Applicant		a								
		b								
		c								
		d								
		Total								
Consortium Member 1		a								
		b								
		c								
		d								
		Total								
Consortium Member 2		a								
		b								
		c								
		d								
		Total								
Consortium Member 3		a								
		b								
		c								
		d								
		Total								

II. Summary of Project Operation & Management experience: Operated & Managed at least one Eligible Project in Category 2 projects specified in [Clause 3.7.1](#)

Applicant type [#] (1)	Member code [*] (2)	Project code ^E (3)	Category ^o (4)	Cumulative Experience						
				No. dedicated beds for Renal Sciences (5)	No. of Dialysis machines (6)	No. of major OTs (7)	No. of minor OTs (8)	Average Urology surgeries per year for the last 3 years (9)	Average dialysis sessions per year for the last 3 years (10)	Renal transplant program in the last 3 years (11)
Single Entity Applicant		a								
		b								
		c								
		d								
		Total								
Consortium Member 1		a								
		b								
		c								
		d								
		Total								
Consortium Member 2		a								
		b								
		c								
		d								
		Total								
Consortium Member 3		a								
		b								
		c								
		d								
		Total								

Notes for Annex II:

@ : Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in **Clause 2.2.8** and/ or by a project company eligible under sub clause (c) of **Clause 3.7.3** and sub clause (c) of **Clause 3.7.4**

: An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of **Clause 2.2.8**, shall be provided.

***** : Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.

E : For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on. Same codes shall be used in **Annex – IV** of this Appendix I. Add more rows if necessary.

\$: Refer **Clause 3.7.1**

Attach documentary evidence in the form of agreements/contracts/work order/client certificate, published data in support of above asked technical capacity.

Kindly note that the above summary statements should also be certified by the Statutory Auditors of the Applicant. For claiming experience of Projects provide a certificate from its statutory auditor/chartered accountant in the format below:

(DRAFT) Certificate from the Statutory Auditor/Chartered Accountants regarding hospital projects

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Applicant/ member of the Consortium) has developed the hospitals listed above.

We further certify that:

- 1) Cumulative number of dedicated beds of the hospitals for Renal Sciences is,
- 2) Total number of dialysis machines in the hospitals is,
- 3) Total number of major OTs in the hospitals is,
- 4) Total number of minor OTs in the hospitals is,
- 5) Hospitals have performed a total of urology surgeries per year for the last **three years**
- 6) Hospitals have performed dialyses per year for the last **three years**
- 7) Hospitals have performed renal transplant programs and robotic surgery programs in the last **three years**

We further certify that the..... ((Name of the Applicant/ Member of the consortium) has been operating and managing hospitals that have a total of dedicated beds for Renal Sciences for a continuous period of **three** years preceding the date of submission of application fulfilling the eligibility criteria in terms of **Clause 3.7** of the RFP.

Signature, name and designation of the authorised signatory

Place:

Date:

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Annex – III Financial Capacity of the Applicant

(Refer to sub clause (b) of **Clause 2.2.2**, sub clause (b) and (c) of **Clause 2.2.3** and 3.9 of the RFP)

Applicant type [#]	Member code [*]	Net Worth (3)	Annual Turnover (in Rs. Crore)			Annual operating profit		
			FY16	FY17	FY18	FY16	FY17	FY18
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity applicant								
Consortium member 1								
Consortium member 2								
Consortium member 3								
Total								
Name and address of Applicant's Bankers: (to be mentioned here)								

Notes for Annex III:

\$: An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

***** : Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.

The Applicant should provide details of its own Financial Capacity or of an Associate specified in [Clause 2.2.8](#).

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate’s financials;
 - b. Be audited by a statutory auditor;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Average Turnover shall mean the sum of Revenue earned by the Applicant from core business operations (excluding Other Income) in preceding three financial years.
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to [Clause 2.2.11](#).
5. The Applicant shall provide an Auditor’s Certificate /Chartered Accountant certificate specifying the net worth and Average turnover of the Applicant and also specifying the methodology adopted for calculating such net worth and Average turnover in accordance with sub clause (b)

and (c) of **Clause 2.2.3** of the RFP document. For claiming experience of Projects provide a certificate from its statutory auditor/chartered accountant in the format below:

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has a Net Worth and Annual turnover as shown above.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Seal of the Firm

Annex – IV Details of Eligible Projects

(Refer to sub clause (a) of **Clause 2.2.2**, **Clause 3.7** and **Clause 3.8** of the RFP)

Project Code:

Member Code:

Item (1)	Refer Instruction (2)	Particulars of the project (3)
Title & name of the project		
Category	5	
Type of Hospital		
Total No. of beds		
Entity for which the project was Developed/ Operated & Managed	6	
Location/ Address of the Eligible Project		
Project Cost	7	
Date/Year of Commencement of project/Contract		
Equity Shareholdings (with period during which equity was held)	8	
Whether credit is being taken for the Eligible Experience of an Associate (Yes/No)	13	
Current Status of the Project		

Performance summary

Performance indicator	Performance			Cumulative
	FY16	FY17	FY18	
Average urology surgeries per year				
Average dialysis sessions treated per year				
Number of renal transplants				

Infrastructure summary

Infrastructure type	Type / Make	Total number of units
Holmium LASER		
ESWL		
Dialysis unit		
ICU beds		
Ward beds		

(Signature of Authorized Signatory)
 (NAME, TITLE AND ADDRESS)

Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in [Clause 2.2.2](#) and [Clause 3.7](#) of the RFP. Information provided in this section is intended to serve as a back-up for information provided in the Application. Applicants should also refer to the Instructions below.
2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write “Associate” along with Member Code.
5. Refer to [Clause 3.7.1](#) of the RFP for category number.
6. In case of projects in Category 1, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects in Category 2, similar particulars of the client need to be provided.
7. Provide the estimated capital cost of Eligible Project [For the **Renal Sciences department**].
8. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer [Clause 3.7.3](#) & [3.7.4](#)).
9. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the Applicant’s statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.

11. For claiming experience under Categories 1 (refer [Clause 3.7.1](#)), the Applicant should provide a certificate from its statutory auditor in the format given below: (Note: Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.)

Certificate from the Statutory Auditor regarding Eligible Project Developed

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Applicant/Member/Associate) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date). The project was/is likely to be commissioned on (date of commissioning of the project). We further certify that the total estimated capital cost of the project [for the Renal Sciences department] is Rs. cr. (Rupeescrore)

We also certify that the eligible number of beds of the aforesaid project in terms of [Clauses 2.2.2, 3.7.1 and 3.7.3](#) of the RFP were dedicated **Renal Sciences beds**.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation
of the authorised signatory)

Note: In case the project is owned by the Applicant company, this language may be suitably modified to read: "It is certified that (name of Applicant) constructed and/ or owned the (name of project) from (date) to (date)."

12. If the Applicant is claiming experience under Category 2 (refer Clause 3.7.1), it should provide a certificate from its statutory auditors or the client in the format below:

Certificate from the Statutory Auditor/ Client regarding Operation and management Work

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Applicant/Member/Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project). The operation & management of the project commenced on (date) for a period ofyears ending(date).

The total number of dedicated **Renal Sciences beds** managed is beds

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorised signatory)

13. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in **Clause 2.2.8**, the Applicant should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate[§]

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of(name of the associate) is held, directly or indirectly[£], by (name of Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of **Clause 2.2.8** of the RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate}

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the

Date:

authorized signatory)

Note:

§: In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

£: In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.

14. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score (Refer **Clause 3.7.6**).

Annex – V Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

**The Managing Director,
APMSIDC,
2nd Floor, IT Park, Mangalagiri,
Guntur 522503**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member’s name) will act as the Lead Member of our consortium.⁵

We have agreed that (insert individual’s name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the Bid documents as per the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

⁵Please strike-out whichever is not applicable

Appendix II: Power of Attorney for Signing of Bid Application

(Refer Clause 2.2.5)

(On a Stamp Paper of appropriate value)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the development and operation and maintenance of Renal Sciences Centre of Excellence (CoE) at Visakha Insitute of Medical Sciences (VIMS) in Visakhapatnam proposed by VIMS (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Appendix III: Power of Attorney for Lead Member of Consortium
(Refer Clause 2.2.5)

Whereas **APMSIDC** (the “Authority”) has invited applications from interested parties for the development and operation and maintenance of Renal Sciences Centre of Excellence (CoE) at VIMS in Visakhapatnam on a PPP basis (the “Project”).

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, and M/s.having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection

with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

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

For.....
(Signature)

.....
(Name and Title)

For
(Signature)

.....
(Name and Title)

For
(Signature)

.....
(Name and Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

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

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Appendix IV: Joint Bidding Agreement

(Refer [Clause 2.13.2](#))

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

WHEREAS

- A. **APMSIDC** (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal No. dated **DD/MM/YYYY** (the “RFP”) for pre-qualification and short-listing of bidders for development, operation and maintenance of Renal Sciences Centre of Excellence (CoE) at VIMS (the “Project”) through Public Private Partnership.

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and**
- C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.**

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.**
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.**

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

- 4.1. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;**
- 4.2. Party of the Second Part shall be - _____**

4.3. Party of the Third Part shall be _____.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2. The Parties undertake that a minimum of **26% (twenty six per cent)** of the subscribed and paid up equity share capital of the SPV shall, at all times till the **tenth anniversary** of the date of commercial operation of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFP.

6.3. The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the fifth anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least **5% (five per cent)** of the Total Project Cost.

6.4. The Parties undertake that they shall collectively hold at least **51% (fifty one per cent)** of the subscribed and paid up equity share capital of the SPV at all times until the **tenth anniversary** of the commercial operation date of the Project.

6.5. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of

the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

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

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

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appendix V: Guidelines of Department of Divestment

(Refer **Clause 1.2.1**)

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex

New Delhi.

Dated: 13th July, 2001.

OFFICE MEMORANDUM

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

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

- a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b) In regard to matters relating to the security and integrity of the country, any charge sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

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

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

Annex – I Financial Selection Bid

I. Summary of financial bid offer as specified in **Clause 3.10.3**

Sr. No.	Parameter	Base value	Offer
I	Built-up area for CoE	40,000 sq. ft.	
II	Total capital expenditure proposed	Rs. 20 crores	
III	Insurance patients' revenue share with VIMS	-	

II. Summary of capital expenditure to be invested

Sr. No.	Capital expenditure	Offer (in Rs. Crores)
I	Facility upgradation	
II	Medical equipment	
Total		

III. Summary of medical equipment to be installed by Private operator

Sr. No.	Equipment	Specificationa	Vendor	Price
1	Equipment 1			
2	Equipment 2			
3	Equipment 3			
Total				