

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	09-08-2022 12:00:00
<b>Bid Opening Date/Time</b>	09-08-2022 12:30:00
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Andhra Pradesh
<b>Department Name</b>	Health Medical And Family Welfare Department Andhra Pradesh
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Vijayawada
<b>Total Quantity</b>	432
<b>Item Category</b>	Base Vehicles for MMUs (Q3)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	2500 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	20000 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	50 %
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	0.50

EMD Amount	2592000
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**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	2.00
Duration of ePBG required (Months).	36

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Managing Director, APMSIDC  
 Plot No-9, Survey No - 49, 2nd floor, IT Park Mangalagiri - 522 503  
 (Managing Director)

**Splitting**

Bid splitting not applied.

**MSE Purchase Preference**

MSE Purchase Preference	No
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**MII Purchase Preference**

MII Purchase Preference	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid

opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Base Vehicles For MMUs ( 432 pieces )

Brand Type	Unbranded
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### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
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### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Dr YSR Aarogyasri Health Care Trust	522503,Mangalagiri, Andhra Pradesh 522503	432	45

### Buyer Added Bid Specific Terms and Conditions

#### 1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 2. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### 3. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

**4. Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

**5. Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

**6. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Quantity mentioned in the bid is based on the requirement the purchase orders will be issued in phased manner and destination list will be provided at the time of issue of purchase order and to be supplied to 13 districts of Andhra Pradesh.**

**Sample verification will be conducted for qualified bidders. Date will be intimated later through mail.**

**If the seller fails to deliver the Goods/Services within the Delivery/Time, Liquidated Damages will be charged @ 0.5% per week or part of the week of delayed period not exceeding 10% of the contract value.**

**Bidder and OEM Turnover Proforma (Should be certified by CA)**

**A. Details of Annual Turnover for Preceding 3 Years.**

	<b>Year 1 (2018-19)</b>	<b>Year 2 (2019-20)</b>	<b>Year 3 (2020-21)</b>	<b>Average Annual Turnover</b>
<b>Turn Over (In Rs. Crores)</b>				

**B. Details of Net Worth**

	<b>Year1 (Last Financial Year i.e. as on 31<sup>st</sup> March 2021)</b>
<b>Paid up Capital (Rs. Cr)</b>	
<b>(Add) Free Reserves (Rs. Cr)</b>	
<b>Total Net Worth (Rs. Cr)</b>	
<b>(Signature of Bid Signatory)</b> <b>Seal of the Firm</b>	
<b>Certificate from the Statutory Auditor</b>	
<b>This is to certify that .....(Name of the Bidder/OEM) has an average annual turnover (in the last three financial years) and Net Worth (in the last financial year) as shown above</b>	
<b>Name of Authorized Signatory:</b>	
<b>Designation:</b>	
<b>Name of firm:</b>	
<b>(Signature of the Authorized Signatory)</b> <b>Seal of the Firm</b>	

**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**



**Request for Proposal(RFP) for Supply of 432 Base Vehicles for use as  
Mobile Medical Units for providing Healthcare Services (104) across Andhra  
Pradesh**

## **Disclaimer**

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh” shall be procuring vehicles for Mobile Medical Units (MMUs) for providing healthcare services in Andhra Pradesh”

The information contained in this Request for Proposal (RFP) document or subsequently provided to bidders whether verbally or in documentary form by or on behalf of APMSIDC, Department of Health, Medical & Family Welfare, Government of Andhra Pradesh, or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by APMSIDC, Department of Health, Medical & Family Welfare or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their proposal. This RFP document does not purport to contain all the information each applicant may require.

This RFP document may not be appropriate for all persons, and it is not possible for APMSIDC, Department of Health, Medical & Family Welfare, their employees or advisors to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this RFP document. Certain bidders may have a better knowledge of the proposed project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. APMSIDC, their employees and advisors make no representation or warranty and shall not incur any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document.

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



**List of abbreviations:**

<b>S. No.</b>	<b>Abbreviation</b>	<b>Description</b>
1	ANM	Auxiliary Nurse Midwife
2	AP	Andhra Pradesh
3.	APMSIDC	Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)
4.	APTS	Andhra Pradesh Technology Services Limited
5.	ARAI	Automotive Research Association of India
6.	ASHA	Accredited Social Health Activist
7.	AWW	Anganwadi Worker
8.	BDS	Bid Data Sheet
9.	BG	Bank Guarantee
10.	CA	Chartered Accountant
11.	CC Camera	Closed-Circuit Camera
12.	CMC	Comprehensive Maintenance Contract
13.	DD	Demand Draft
14.	DM&HO	District Medical and Health Officer
15.	EMD	Earnest Money Deposit
16.	FDHS	Fixed Day Health Services
17.	GIS	Geographic Information System
18.	GoAP	Government of Andhra Pradesh
19.	GPS	Global Positioning System
20.	GST	Goods and Services Tax
21.	HR	Human Resources
22.	IEC	Information Education and Communication
23.	INR	Indian Rupee
24.	IT	Information Technology
25.	KPI	Key Performance Indicators
26.	LCD	Liquid Crystal Display
27.	LOA	Letter of Award
28.	MMU	Mobile Medical Unit
29.	MO	Medical Officer

30.	MPHEO	Multipurpose Health Extension Officer
31.	MPHS	Multipurpose Health Officer
32.	NHM	National Health Mission
33.	NVBDCP	National Vector Borne Disease Control Programme
34.	O&M	Operations and Maintenance
35.	OPD	Out Patient Department
36.	PC	Personal Computer
37.	PHC	Primary Health Care
38.	PSU	Public Sector Unit
39.	RFP	Request for Proposal
40.	RNTCP	Revised National Tuberculosis Control Program
41.	TIA	Tender Inviting Authority
42.	VHNSC	Village Health Nutrition and Sanitation Committee
27.	LOA	Letter of Award
28.	MMU	Mobile Medical Unit
29.	MO	Medical Officer
30.	MPHEO	Multipurpose Health Extension Officer
31.	MPHS	Multipurpose Health Officer
32.	NHM	National Health Mission
33.	NVBDCP	National Vector Borne Disease Control Programme
34.	O&M	Operations and Maintenance
35.	OPD	Out Patient Department
36.	PC	Personal Computer
37.	PHC	Primary Health Care
38.	PSU	Public Sector Unit
39.	RFP	Request for Proposal
40.	RNTCP	Revised National Tuberculosis Control Program
41.	TIA	Tender Inviting Authority
42.	VHNSC	Village Health Nutrition and Sanitation Committee

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## **1. Introduction**

Andhra Pradesh [AP] is the 8th largest state in terms of area and has a population of around 5 Crores. AP has about 3 Crore of its population residing in rural areas, which constitutes about 60% of total population of the state. The State Government has taken major initiatives for providing last mile access of health care to all people of the State, especially in rural areas.

Mobile health services facilitate access to public health care, particularly for populations living in remote, difficult, under-served and unreached areas. The persistent challenge of unreached populations, however, requires renewed focus and learning from past experiences.

Operationalization of Mobile Medical Units (MMUs) is one such service delivery mechanism, undertaken under the National Health Mission (NHM), with the objective of improving equitable access and coverage with a set of preventives, promotive and curative health care services. Integration of Information Technology and introduction of various services through MMUs, has resulted in many positive benefits, including:

- a. Improve mapping of inaccessible villages with better route planning of MMUs
- b. Increase number of functional facilities, allowing more opportunities for referral to facilities at shorter distances,
- c. Ready availability of telemedicine, and
- d. Better understanding of service packages that can be rendered through MMUs

The Ministry of Health & Family Welfare, Government of India, released Operational Guidelines for Mobile Medical Units in 2015 as a reference framework for states to adopt good practices and improve use of MMUs. The MMUs operate based on a range of parameters such as geography, mapping, routing, service packages for various contexts, norms for deployment, and appropriate human resources.

Government of Andhra Pradesh (GoAP) is in the process of revamping its healthcare delivery systems and service delivery models to improve overall quality and responsiveness of MMU services.

In view of the above, and as per the suggestion received from the Expert Committee on Health, constituted by the Government, Dr. YSR Aarogyasri Health Care Trust, on behalf of the Department of Health & Family Welfare, Government of Andhra Pradesh, is procuring vehicles to operate as Mobile Medical Units (MMU) through this RFP.

## **1.1 Overall scope of current RFP**

The purpose of this RFP is to invite proposals from interested parties to select the eligible **MMU Base Vehicle supplier for 432 number of new MMU vehicles** for providing 104 services in Andhra Pradesh. The detailed scope of work is provided in Section 5 of this RFP.

## **2. Bid Data Sheet**

<b>S. No.</b>	<b>Information</b>	<b>Details</b>
1.	Tender Inviting Authority(TIA)	Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation(APMSIDC), Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh.
2.	Purchaser/Client	Chief Executive Officer, Dr. YSR Aarogyasri Health Care Trust, Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh.
3.	Name of RFP	Supply of 432 Base Vehicles for use as Mobile Medical Units for providing Healthcare Services (104) across Andhra Pradesh
4.	Name, address, and contact details of procuring agency	Designation: Executive Director Address: 2 <sup>nd</sup> Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Auto Nagar, Mangalagiri, Andhra Pradesh - 522503 E-mail id: <a href="mailto:aphmhidc@gmail.com">aphmhidc@gmail.com</a> Contact No: +91-8978644900
5.	Number of MMUs to be procured by Government	432 Numbers
6.	Method of evaluation of bids	Lowest cost bidder (L1) with reverse tendering /Auction
7.	Bid validity period	90 days .
8.	Forms and Annexures to be filled	Form 1: Vehicle specifications
	Delivery Schedule	45 days from the issue of Purchase Orders

### **3. General References**

1. The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation on behalf of “Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh”.
2. Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
3. MD, APMSIDC shall issue the Letter of Award (LoA), sign and implement the contract with the successful bidder.
4. Dr. YSR Aarogyasri Health Care Trust hereafter shall be referred to as “Purchaser/Client” in this document.
5. The Applicant who is providing response to this bid is hereafter referred to as “Bidder” in this document.
6. The Bidder who is successful in post evaluation of proposals according to terms and conditions of this RFP is hereafter referred to as “Selected Bidder / Supplier”.
7. The agency appointed by the Client for delivery of 104 services at the field level. hereafter referred to as “Service Provider” shall be appointed by Client for Operation of MMUs and providing healthcare services at field level.

### **4. Detailed Scope of Work**

#### **Specification of vehicles for MMUs (104 services)**

Government intends to procure vehicles for providing MMUs in Andhra Pradesh. The minimum specifications of the vehicles to be supplied by the selected Bidder/Supplier are mentioned at Form 1 of this document.

#### **Number of vehicles to be procured**

The number of vehicles to be procured is listed in ‘Bid Data Sheet’ of this RFP.

#### **Responsibilities of Government and selected bidder**

#### **Responsibilities of selected Bidder**

- a. Provide brand new vehicle directly through the company or from the same company’s authorized showroom/dealer.
- b. Ensure compliance of the vehicle to various standards and performance

requirements throughout the scope of the contract period as per standard norms and as provided in the RFP.

- c. Provide all relevant invoices and vehicle papers in agreed formats within specified timeline.
- d. Comply with procedures of RTA of the State of Andhra Pradesh in registration of the vehicles, including payment of taxes and fee as required.
- e. Provide free services as per RFP.
- f. The bidder shall undertake to provide standard warranty.
- g. The Supplier at all times shall respond to the concerns raised by Service Provider with regard to vehicle maintenance during the Contract period.
- h. Deliver MMU Base Vehicles to the parking locations identified by the Client.

**Ownership of vehicles**

The vehicles shall be registered in the name of Dr. YSR Aarogyasri Health Care Trust.

**Registration of vehicles**

Selected bidder will be responsible for permanent / temporary registration of all vehicles. All the vehicle registration numbers must be in a sequence form.

The bidder shall take necessary support from the Client, for taking necessary approvals / relaxations from Transport Commissioner, if any required during the process of permanent registration.



### Timelines for supply of vehicles

The delivery schedule for the vehicles is provided in the Bid Data Sheet.

### 5. Conditions of Eligibility of bidder's

#### Pre-qualification criteria

S. No	Eligibility	Documents Required
1	<p>The Bidder can be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium.</p> <p>The bidder shall be either an OEM of vehicles or Authorized Dealer of OEM. If in case both participate, OEM will be given preference.</p> <p>In case of Consortium, the lead member shall be legally responsible and shall represent all consortium members, if any, in all legal matters.</p>	<p>Incorporation certificates for each of the bidding entities is mandatory</p>

### Conflict of interest

1. **A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.**
2. **A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:**
  - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - b. receives or has received any direct or indirect subsidy from another Bidder; or
  - c. has the same legal representative as another Bidder; or
  - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the TIA regarding this bidding process; or
  - e. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or

- f. any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency in implementing Supplier Agreement.
- g. has a close business or family relationship with a professional staff of the Client who:
  - i. are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
  - ii. would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the procurement process and execution of the contract

### **Clarifications**

TIA shall have the right to seek any clarifications from the Bidders during the process of evaluation of proposals.

Bidders requiring any clarification on the RFP may send their queries to the TIA in writing (by post or e-mail) before the date mentioned in the BDS.

The Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Client to respond to any question or to provide any clarification.

### **Amendments/Modifications**

- a. At any time prior to the deadline for submission of proposal, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment through posting it only on its website and on e- Procurement portal.
- b. All such amendments/modified RFP will be posted only on the website and e- Procurement portal and shall not be published in any newspaper and will be binding on all Bidders.
- c. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the TIA may, in its sole discretion, extend the Proposal Due Date

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

## Language of bid

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language, and strictly submitted based on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## Format and signing of proposal

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

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

## Financial proposal

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

### Format – Price bid (Annexure -4):

#### 1 UNIT PRICE OF VEHICLES

S. No	Base Vehicle of MMU Type	Make and Model proposed by Bidder	Number of units(Q) <to be taken from Bid Data Sheet>	Comprehensive Unit price in INR (standard warranty for three years, in compliance with Form 1 & 2) per vehicle (U)	Total price in INR per vehicle category (INR) T = U *Q
1	104 -MMU		<Q1>	<U1>	<T1 = Q1 * U1>
Total					<T=T1>

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

- a. All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b. The Financial Proposal shall take into account all expenses and tax liabilities including GST. For the avoidance of doubt, it is clarified that all other taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- c. Costs shall be expressed in INR.

### **Fraud and Corrupt Practices**

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

Without prejudice to the rights of TIA hereinabove and the rights and remedies which TIA may have under the Letter of Award (LOA), if an Applicant, as the case may be, is found by TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by TIA during a period of 3 (three) years from the date such Applicant, as the case may be, is found by TIA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

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

- i) establishing contact with any person connected with or employed or engaged by TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- ii) having a Conflict of Interest; and
- 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 Selection Process.

## **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the TIA in relation to or matters arising out of/or concerning the Selection Process. The TIA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the TIA

## **Clarifications**

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

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

## **Clients Right to accept/reject any proposal or all proposals**

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

## **Award of Contract**

### **Notification of Award**

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

### **Performance Security**

Upon receipt of Letter of Award (LOA) from the TIA, the successful Bidder shall furnish the Performance Security of an amount equal to 10% of the contract value by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. The Performance Security shall be valid for six months beyond the agreement period and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. The performance security shall remain valid at least till the expiry of the contract period.

### **Signing of contract**

After acknowledgement of the Letter of Award (LOA) by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign the Agreement within the stipulated time, his performance security shall be forfeited and appropriated by the TIA, without prejudice to take further legal recourse. In such an event, the TIA may invite the next ranked Bidder for negotiations and may issue LOA to him.

### **Disqualification of the bidder**

- a. Each bidder shall submit only one Tender for the work. A bidder who submits more than one Tender either in the form of individual or other legal entity will cause dis-qualification of all the Tenders submitted by the bidder.
- b. Any misrepresentation/improper response may lead to disqualification of the Bidder.
- c. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the

LOA or entering into the Agreement

- d. If the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client without the Client being liable in any manner whatsoever to the Applicant, as the case may be. In such an event, the Client shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the Client as mutually agreed for, inter alia, time, cost and effort of the Client without any other right or remedy that may be available to the Client.

### **General Conditions of Contract Definitions**

- a. "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. "Client" means the Chief Executive Officer, Dr. YSR Aarogyasri Health Care Trust, Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh.
- g. "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

### **Relationship between the parties:**

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

### **Law Governing the Contract:**

The Contract shall be governed by and interpreted in accordance with the laws of India.

### **Language:**

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

### **Notices:**

Any notice given by one party to the other pursuant to the Contract shall be in writing to the

address specified in the Special Conditions of Contract. The term “in writing” means communicated in written form with proof of receipt.

A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

### **Taxes and Duties:**

- a. All the Suppliers are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- b. All customs duties, excise duties and other levies payable by the Supplier on goods, equipment, components and any other items used for their consumption or dispatched directly to Purchaser by the Supplier, or their sub-suppliers shall be included in the bid price and any such taxes, duties, levies additionally payable will be to Purchaser’s account and no separate claim on this account will be entertained by the Purchaser.
- c. The Supplier shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Purchaser or the Supplier in pursuance of the Contract, if applicable. Tax liability, if any, on Supplier’s personal income & property shall be borne by the Supplier and shall be the responsibility of the Supplier as per Tax Laws of India.
- d. Purchaser shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Supplier under the contract.
- e. If any rates of taxes/duties/levies (hereinafter called ‘Tax’) are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Supplier in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

### **Effectiveness of Contract:**

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

### **Reporting obligations:**

The Supplier shall ensure that information, records, and documentation necessary to monitor the agreement are maintained and are available at all times to the Purchaser or its authorized representative. The Supplier hereby agrees that his and all his/her staff shall at all times co-operate with the reasonable processes of the Purchaser for monitoring, evaluation and carrying out quality audit by any third party authorized by Purchaser. The Supplier further agrees to maintain confidentiality of data and records



and commits that such data and records will not be shared with any third party for any purpose

## **Expiration of Contract:**

### **Entire Agreement:**

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

### **Modifications:**

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

### **Force Majeure:**

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

war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo.

ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.

rebellion, revolution, insurrection, military or usurped power and civil war.

riot, commotion or disorder, except where solely restricted to employees of the Contractor.

### **Suspension:**

If the Supplier is not performing the duties in accordance with the Contract or is neglecting to perform his obligations there under to seriously affect the programme for carrying out the services, the Client may give notice to the Supplier requiring him to make good such failure or neglect, within 15 days of receiving the notice. In case the default continues beyond two notices, Client shall have the right to terminate/suspend the Supplier by issuing a third notice/ suspension order. Any such

suspension/ termination shall be without prejudice to any other rights of powers of the Client, or the bidder under the Contract. The Supplier shall continue its performance of the contract during arbitration proceedings unless the Client shall order suspension. If any such suspension is ordered, reasonable costs incurred by the Client and occasioned thereby shall be added to the 10 S. No. Page No. Section No. in RFP Existing Clause in RFP Modified Clause Contract Price. No payments due or payable by the Client shall be withheld on account of pending reference to arbitration.

**Disputes and modes of Settlement of claims/ disputes and place of exclusive jurisdiction:**

1. If there is any dispute or difference, the supplier/contractor (since defined) may give notice in writing to the Client/Purchaser/Employer (since defined) and the Client shall give his finding and response within 30-days therefrom (from the date of receipt of the grievance) and if the contractor/supplier is not satisfied or there is no response given within the 30-days supra by the Client supra, the contractor/supplier and likewise for any grievance the client/employer/purchaser may also by giving notice in writing of the same to the Supplier/Contractor seek arbitration within 30-days therefrom and as follows.
2. There shall be an in-house arbitration for settlement of several small claims and the Chief Engineer/ Chief General Manager of the State Government of A.P. concerned with the projects, operation & maintenance as the case may be who is other than the TIA shall be the Arbitrator to whom the dispute to be referred by either party to the dispute only up to the limit of Rs.10,00,000/-as sole Arbitrator as it is a welcome feature to save time, money and manpower of both parties by providing the limit up to Rs.10,00,000/-
3. No doubt, the Government of Andhra Pradesh (while under the composite state) issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated.30-01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs. Modified proceedings to G.O.Rt.No.116 supra are yet to be issued increasing said sum of Rs.10.00 Lakhs to Rs.10 Crore, from the cost of the projects/works & service components in the present prevailing price from the estimates are also increased many more times when compared to past 18-20 years.
4. From the above, it is directed that where the claim is below Rs.10.00 Lakhs to settle by in house arbitration supra as per the Indian Arbitration Act,1996 amended from time to time and where the claim is above Rs.10.00 Lakhs, it is up to Rs.10 Crores the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre, (ICADR), Andhra Pradesh, to nominate a sole Arbitrator from their panel (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.10 Crores till State Government issue modified proceedings by virtue of the above directions).
5. Further, where the claim value in dispute is above Rs.10 Crores, since the contracts coming for judicial preview are all above Rs.100 Crores value, it is only to invoke the jurisdiction of civil courts of Mangalagiri/Guntur (Guntur District) within the State of Andhra Pradesh by excluding jurisdiction outside the State of State of Andhra Pradesh.

6. So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA of Andhra Pradesh at Mangalagiri by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.
7. The language shall be in English with any translation to English from documents in local language with due certification
8. The expenses in internal arbitration shall be borne by respective parties and expenses and fees of the sole Arbitrator (external) shall be borne equally by both parties subject to final decision on costs by sole external Arbitrator. The fees is as per Schedule IV of the Arbitration Act, in addition to the remuneration payable to the ICADR.
9. The arbitrator shall give a reasoned award and same is governed by the provisions of the Arbitration Act-1996 for either finality or execution or enforcement as the case may be.
10. The contractor shall not stop the supply pending any issue raised for resolution with the client as referred supra or in seeking reference to arbitration and during pendency of arbitration as referred in other clauses supra including in pendency of any dispute in Civil Court and the like supra.

**Supplier's Default:**

The following shall constitute Supplier's default:

- i. Supplier fails to comply with any of the terms of the order; or
- ii. fails to comply, within a reasonable time, with notice; or
- iii. assigns the Contract or sub-contracts whole of the Services without the Client's written consent; or
- iv. becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee, or manager for the benefit of his creditors or goes into liquidation.

**Use of contract documents and Information:**

The supplier shall not without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The supplier shall not, without the purchaser's prior written consent make use of any document or information enumerated in the above para except for purposes of performing the contract.

Any document other than the contract itself enumerated in the first para of this clause shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the Supplier's performance under the contract if so, required by the purchaser.

## **Special Conditions of Contract**

### **Performance Security:**

Within 15 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid up to 90 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 days over and above the extended warranty period.

The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.

### **Delivery Schedule:**

Client desires to have delivery of the vehicles as per the schedule specified in the Bid Data Sheet. The estimated time of the arrival of the vehicles at the delivery locations should be planned after allowing for reasonable transportation time.

The basic consideration and the essence of the Contract shall be the strict adherence to the delivery schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

Bidder shall deliver vehicles to various Mandal locations and these will be informed to successful Bidder.

The bidder/supplier/contractor has to and at his own risk and expense fabricate at his respective locations and the completed vehicle as per the RFP Form-I, Specifications, and in a fit condition and in compliance with the specifications with fitted equipment from their factory/other destination transport and deliver the vehicles at the destination points referred supra and the client/employer is no way responsible for any damage, accident or other risks as it is the duty of the bidder/ supplier/contractor to deliver the vehicles in fit condition at the destination points and bear the risk till the vehicles are received at the delivery points for which the employer is not incurring any additional amount including for any transport, insurance, loading and un-loading etc., charges.

## **Access to Suppliers Premises**

The Purchaser and/or his authorized representative shall be provided access to Suppliers' and/or his sub-Vendors premises, at any time during the pendency

## **Source of supply of vehicles**

The Supplier will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. The Supplier will ensure that the brand-new vehicle is to be supplied directly through the company or their authorized showroom/dealer.

## **Inspection – Checking - Testing**

The Supplier shall get each/selected vehicles inspected by a competent authority in manufacturer's works and provide a guarantee/warranty certificate that the vehicle conforms to all specifications contained in this RFP. **Amendment:** Inspection will be offered at Respective Mandal Head Quarter/ Vijayawada.

The Purchaser or its representative may inspect and/or test any or all the vehicles to confirm their conformity to the contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the client to inspect and test the vehicle on receipt at destination. Client shall conduct shower test on base vehicle MMU before approval.

However, on arrival of the vehicles at destinations, the purchaser or its representative shall have the right to inspect and/or test any or all the vehicles to confirm their conformity to the contract. Client shall conduct shower test on prototype and other vehicles before approval, till delivery is accepted. The supply of vehicle is at the suppliers cost and risk.

If the vehicle or its performance is not as per specified conditions, the Supplier shall rectify the deficiency or replace the vehicle to the satisfaction of the Purchaser's representative.

## **Warranty**

The Supplier is required to attend to all complaints on the vehicles, if any, during the warranty period without any cost.

## **Removal of rejected goods and replacement:**

If upon delivery, whether inspected and approved earlier or otherwise, if the material is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Supplier.

## **Delays in the Supplier's performance:**

- a. Delivery of the vehicles shall be made by the Supplier in accordance with the time schedule specified in the Bid Data Sheet.
- b. If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the vehicles / spare parts, the

Supplier shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Client shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without penalties or liquidated damages.

### **Compliance of regulations**

The Supplier shall warrant that all goods and services covered by the Purchase Order have been delivered, tested, and installed and are in strict compliance with all applicable laws, regulations including Industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time. The Supplier should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Supplier.

### **Sub-Letting/Sub-Contractor**

The Supplier shall not sub-let, transfer, or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the purchaser.

### **Terms of payment – as per findings of Hon'ble Judge, Judicial Preview**

90% payment to be made is within 30 to 75 days after submission of the invoice, with relevant documents and if there is any delay beyond said 75 days, from the 76<sup>th</sup> day onwards the amount shall carry interest @ 6% p.a. simple till payment for respective amounts due and for respective period. Hence, it is just to incorporate the clause for interest liability on delayed payments.

The balance 10% will be paid after three months from date of installation on submission of performance satisfactory report, obtained from the Head of the institute or concerned authorities.

### **Patent Rights**

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark for industrial design rights arising from use of the goods or any part thereof in India.

### **Progress of Supply**

The Supplier shall intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date.
- Quantity accepted/rejected by inspecting agency and date.

- Quantity dispatched/delivered to client and date.
- Quantity where incidental services have been satisfactorily completed with date.
- Quantity where rectification/repair/replacement effected/completed, on receipt of any communication from client with date.
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract.

### **Delivery and Documents**

- Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- Acknowledgement of receipt of goods from the client.
- Manufacturer's/Supplier's Warranty and Factory Test certificate.
- Inspection Certificate issued by the nominated inspection agency/Committee constituted for this purpose, as applicable.
- Acceptance Certificate issued by the client

### **Spare parts**

Supplier shall carry sufficient inventories to assure supply of spare parts and components and shall be promptly replaced as soon as possible but in any case, within (2) days of placement of order.

### **Incidental services**

The supplier is required to provide the following services, including additional services, if any:

- Performance of the on-site assembly and start-up of the supplied Goods in vehicle.
- Furnishing of tools required for assembly and maintenance of the supplied vehicle.
- Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
- Performance of maintenance and repair of the supplied Goods, for a period of 3 years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- Training of the users and maintenance personnel, in operation, maintenance and repair of the supplied Goods.

### **Transportation**

The supplier is required to deliver the vehicles to the designated destinations provided by the Client/Tender Inviting Authority, the cost and risk thereof is a part of the the contract price.

The transportation of the Goods after the delivery at the final destination and acceptance shall be theresponsibility of the Supplier.

**Change Orders**

The TIA may at any time by written orders given to make changes within the general scope of the contract in any one or more of the following:

- a) drawings, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser.
- b) the method of shipping or packing.
- c) the place of delivery; or
- d) the services to be provided by the supplier.

If any such changes cause an increase or decrease in the cost of or the time required for the supplier’s performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s receipt of the purchaser’s change order.

**Right to vary quantity of Vehicles at time of award**

Notwithstanding anything said elsewhere in this Agreement, Client reserve the right to increase or decrease the number /quantity of Base MMU vehicles without any change in unit price or other terms and conditions. This shall not be construed as change in scope. The Client shall modify payment to the Supplier on pro-rata basis in case of any change in the number of vehicles proposed in this RFP or subsequent corrigendum.

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

The contract expiry date is three (3) years from the date of completion of delivery of vehicles

**Client’s right to outsource usage**

The Purchaser shall have the right to outsource the usage of the vehicles to any other party. In such scenario, the warranty, insurance, and other related terms shall be seamlessly applicable to any such outsourcing entity.

**Annexures:**

Form 1	Vehicle specifications
Form 2:	Vehicle compliance requirements
Annexure 3:	Manufacturer Authorization Form
Annexure 4:	Financial bid format
Annexure 5:	Format of Bank Guarantee for Performance Security
Annexure 6:	Format for Joint Bidding /Consortium Agreement
Annexure 7:	Format for Power of Attorney for Lead Member of Consortium



### Form 1: Specifications of the MMU vehicles

S.NO	CRITERIA	RANGE
<b>Engine</b>		
1	Engine	Diesel engine
2	Engine Aspiration	Turbocharged with intercooler
3	No. of Cylinders	3 or more cylinders
4	Emission norms	BS-VI
5	Engine Capacity	1999 cc and above
6	Max. Net Engine output	Engine output to be between 80 to 100 HP
7	Max. Net Torque	285 NM at 1200-2500 rpm
8	Fuel Injection Pump	BOSCH/ MICO/ DELPHI
9	Fire retardant Engine Hood	Insulated with fire retardant material from inside and dampening liner to be properly locked and sealed
10	Air conditioning including driver's cabin	5 KW cooling capacity AC, Roof mounted, engine driven suitably fitting to the vehicle, for the rear side and front side with required blowers. The manufacturers name for compressor, evaporator should be mentioned.
11	Axle Drive	Rear
12	Color of the Vehicle	Green
13	TOP Speed	80 Kmph
14	Breaking Distance	37 mtrs
15	Type of Clutch	Dry, single play, Hydraulic
16	Vehicle Transmission System	Manual
17	No. of Free Services	Minimum 3
18	Warranty	36 months
19	Fuel tank capacity for filling of minimum	60 Lt and above
20	Fuel Efficiency	Minimum 9 kmpl

**Other Than Engine**

1	Steering	Power steering system only
2	Suspension - Front / Rear	Independent or semi elliptic at front (with anti-roll bar), semi elliptic at rear. or Parabolic suspension at front and rear with shock absorbers.
3	Tyres	As per ARAI
4	No. of Front and Rear Tyres, spare wheel	2+2 or 2+4  1
5	Turning circle radius	Less than 7250mm
6	Body & Chassis Painting	Anti-rust coating before external painting must be given for body as well as under chassis. The manufacturer to specify the treatment given.
7	Place for keeping tools	Extra space for keeping driver belongings along with other tools.
8	Spare wheel	Spare wheel provision to be provided
9	Front and Rear Bumpers	as per OEM Design
10	Anti-Lock Braking System	Anti-Lock Braking System shall be provided for safety
11	Alternators	2. Nos. Or If not two alternators, at least one alternator should be provided, with 150 amperes capacity, in order to recharge the engine battery as well as 2 numbers of inverter battery having capacity of 100 Ah each.
12	Brakes - Front/Rear	As per ARAI (certificate should be enclosed)
13	Type of Shock Absorbers	Hydraulic, Telescopic double acting
14	Load Body Type	Closed Body with Rear Door. It should not be Trailer Type. There should be proper communication between the driver cabin and rear cabin. There should not be any gap between driver cabin and rear saloon cabin. Subject to that, it can be either cabin chassis type or closed shell type vehicle.

**Overall, Body Dimensions:**

1	Type of body required for streamline structure and, easy communication to patient cabin and driver compartment	Monocoque or Chassis
2	Overall length required to fit foldable stretcher	5,300 mm to 7,500 mm, subject to the conditions of rear cabin volume should be between 11-15 Cubic Meters and Fuel Efficiency shall not be less than 9 km per liter. Such an undertaking is to be submitted along with the bid documents.
3	Overall width to accommodate stretcher, stools, medical equipment etc.	1,900 mm to 2,200 mm +/- 25 mm, subject to condition of the Rear Cabin Volume shall be between 11-15 cubic meters. Such an undertaking is to be submitted along with the bid documents.
4	Overall height for comfortable standing of 6' personnel without any obstruction to the head	2,400 mm and above
5	Ground clearance to have a clear height not to touch speed breaker and stones underneath axle and suspension	Minimum 160 mm – 220 mm, subject to the assurance that it is fit to run even in rural roads with no damage to the bottom layers of the vehicle. Such an undertaking is to be submitted along with the bid documents.
6	Kerb Weight	Up to 5100 Kgs subject to assurance of minimum 9 kmpl fuel efficiency
7	Gross Vehicle Weight to carry payload And equipment	3,500 kg above
8	Wheelbase to have a good length of vehicle	2,500 mm to 4,000 mm, subject to the conditions of rear cabin volume should be between 11-15 Cubic meters and Fuel efficiency shall not be less than 9 km per liter. Such an under taking is to be submitted along with bid documents.
9	Pay load	More than 1,000 kg
10	Seating & carrying capacity to carry minimum 4 passengers apart from the driver and the medical person	Minimum 4 passenger carrying capacity
11	Provision for Oxygen cylinders to accommodate 'B' type cylinders	Space for keeping 'B' type cylinder (10 litres)
12	Drivers cabin fire wall for not to catch fire due to heat	As per ARAI - But Driver Cabin should be provided with fire retardant material
13	Floor mat for not to catch fire due to heat	Fire retardant Floor mat
14	Driver Seat with back rest	Adjustable and sliding seat as per ARAI with seat belt warning chime
15	Co-driver seat with back rest	as per OEM Design
16	Top cover of the cabin	To be covered with fire retardant sheet not easily inflammable as per ARAI specifications. FRP is allowed

**TOOLKIT**

**Extrication  
Items**

**12" WRENCH ADJUSTABLE OPEN END**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**12" SCREWDRIVER STANDARD SQUARE BAR**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**8" SCREWDRIVER PHILIPS HEAD # 2**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**HACKSAW WITH 12" CARBIDE WIRE BLADE**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**WISE GRIP PLIERS 10"**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**5LB HAMMER WITH 15" HANDLE**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**FIRE AXE BUTT 24" HANDLE**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**WRECKING BAR WITH 24" HANDLE**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**51" CROWBAR PINCH POINT**

- Shall be able to withstand the rugged condition of the emergency usages
- Shall be durable, even after repeated use

**BOLT CUTTER WITH 1" TO 1/4" JAW OPENING**

- Shall be able to withstand rugged condition of emergency usages

- Shall be durable, even after repeated use

#### **SHOWEL POINTED BLADE**

- Shall be able to withstand the rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **TIN SNIPS, DOUBLE ACTION 8" MINIMUM**

- Shall be able to withstand the rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **GAUNTLETS**

- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **ROPES 5400LB TENSILE STRENGTH IN 50'**

- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **MASTIC KNIFE**

- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **SPRING LOAD CENTER PUNCH**

- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **PRUNING SAW**

- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **FIRE EXTINGUISHER - 5KGS WITH FIXING STAND**

- Stored Pressure Type
- 5 Kg capacity
- Dry Chemical Powder ABC Based
- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

#### **LUMINOUS SEARCH LIGHT (RECHARGEABLE)**

- Shall be able to withstand rugged condition of emergency usages
- Shall be durable, even after repeated use

	<b>TYRE INFLATOR APPARATUS</b>
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**Form 2: Vehicle Compliance requirements**

1. Color: The base color of the vehicle should be green.
2. Vehicle maintenance: Vehicle should comply the technical requirements of the RFP and the Transport department rules and should always be in working conditions. The Supplier shall inform the purchaser in at least 15 days in advance for taking the vehicle for any pre- planned fitness tests, servicing etc. for acceptance.
3. Servicing: The vehicle shall be serviced as per the requirements and timelines provided by the manufacturer.
4. Warranty: The vehicle and other equipment parts shall be replaced which are under warranty.
5. Comply with any observation met with the client during examination/audit of vehicles and undertake corrective actions such as contract/work order/completion certificate copy etc.

**Annexure 3: Manufacturer Authorization Form**

No. \_\_\_\_\_ dated \_\_\_\_\_

To  
The Managing Director,  
APMSIDC,  
2<sup>nd</sup> Floor, PHYCARE Building,  
Plot no 9, APIIC IT Park, Survey No 49 Auto  
Nagar, Mangalagiri  
Andhra Pradesh 522503

Dear Sir,

Tender Notice No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_ (Name and address of Agents) to bid, negotiate and conclude the contract with you against above-referenced RFP for the above goods manufactured by us.

We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty as per the above tender. We will provide uninterrupted supply of adequate spares for at least a period of 7 years.

We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of MMU vehicles tendered within the stipulated time.

We hereby extend our full guarantee and warranty for the Goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name) For and on behalf of M/s.

\_\_\_\_\_  
(Name of  
manufacturers)

Note: This letter of authority is on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**Annexure 4: Financial bid format**

**Format – Price bid:**

**1. UNIT PRICE OF VEHICLES**

<b>S. No</b>	<b>Base Vehicle of MMU Type</b>	<b>Make and Model proposed by Bidder</b>	<b>Number of units (Q) &lt;to be taken from Bid Data Sheet&gt;</b>	<b>Comprehensive Unit price in INR (standard warranty for three years, in compliance with Form 1 &amp; 2) per vehicle (U)</b>	<b>Total price in INR per vehicle category (INR) T = U *Q</b>
<b>1</b>	104 -MMU		<Q1>	<U1>	<T1 = Q1 *U1>
Total					<T=T1 >



**Annexure 5: Format of Bank Guarantee for Performance Security:**

To  
The Chief Executive Officer  
Dr. YSR Aarogyasri Health Care Trust

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

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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

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

**Signature and seal of Guarantors**

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

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

**Annexure 6: Format for Joint Bidding Agreement//Consortium Agreement:**

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

**AMONGST**

1. {....., a company registered under the } 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. {....., a company registered under the } 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. {....., a company registered under the } 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).
4. 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. **Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)** (hereinafter referred to as the “**Authority**”), on behalf of the **Dr. YSR Aarogyasri Health Care Trust** (hereinafter referred to as the “**Client**”), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. xxxx dated xxx September 2021 (the “**RFP**”) for selection of bidder for “.....” (the “**Project**”).
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**Now it is hereby agreed as follows:**

**1. Definitions and Interpretations:**

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

**2. Consortium:**

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

**3. Covenants:**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into an Agreement with the Client and for performing all its obligations as mentioned in the RFP.

**4. Role of the Parties:**

The Parties hereby undertakes that 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 throughout the contract period.

Responsibilities of the Parties are detailed below:

S. No	Party Name	Role on Project

**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 Contract Agreement that will be signed with the Client upon selection for the Project.

**6. 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 Authority 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 organizational documents thereof.
  - iv. violate any clearance, permit, concession, grant, license or other Governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. creates 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.

## **7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Agreement with Client. However, in case the Consortium is either not prequalified for the Project, or does not get selected for award of the Project, this Agreement will stand terminated upon return of the Bid Security by the Client to the Lead Bidder

## **8. Miscellaneous**

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

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 (BIDDER) by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by: (Signature)

(Name) (Designation)(Address)

(Name) (Designation)(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by: (Signature)

(Name) (Designation)(Address)

In presence of

1.

2.

## **Annexure 7: Format for Power of Attorney for Lead Member of Consortium**

Whereas ..... (“the Client”) has invited bids for in the State of Andhra Pradesh (“Project”). Whereas \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at \_\_\_\_\_, M/s., having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint, and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings 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 Client, and/ or any other authorized representative of the Client 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

Contract Agreement is entered into with the Client.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20\*\*.

For\_\_\_\_\_

(signature)

(Name & Title)

For\_\_\_\_\_

(signature)

(Name & Title)

For\_\_\_\_\_

(Name & Title)

(Executants)

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

Witnesses: [Notarized]

1.

2.

**Notes:**

1. 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.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. Power of Attorney should be executed on a non-judicial stamp paper of appropriate value

as relevant to the place of execution (if required under applicable laws).

### **Notes to Bidders**

1. Upload the documents in ZIP format with suitable description as defined above.
2. The scanned documents shall be legible, failing which they will not be considered.
3. Sign on all statements, documents, certificates uploaded owning responsibility for their correctness / authenticity.
4. All the statements copies of the certificates, documents etc., enclosed to the technical bid shall be given page numbers on the right corner of each certificate
5. The tenderer will be blacklisted, if he is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices Clause).
6. Findings of the Hon'ble Judge, Judicial Preview, is irrespective of finalization of findings on RFP, as to Fabrication and Medical Equipment of the vehicles