

Andhra Pradesh Medical Services &
Infrastructure Development Corporation
(APMSIDC)
(An Enterprise of Government of Andhra Pradesh)

Web Site

[:https://tender.apecurement.gov.in](https://tender.apecurement.gov.in)



Request for Proposals (RFP) For
Project Management Consultancy Services
(PMC)

The Department of Health, Medical and Family Welfare
Government of Andhra Pradesh

SELECTION OF CONSULTANTS

Procurement of Project Management Consultancy Services

Tender Notice No: 4/APMSIDC/Equipment/2019-20, Dt: 13-09-2019

Consulting Services for: Project Management

Client: Andhra Pradesh Medical services & Infrastructure Development Corporation

Country: India

Issued on: *(insert date when RFP is uploaded to e procurement portal)*

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Notification of Intention to Award

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Bids are invited on the e-procurement platform for Project Management Consultancy Services. The details of Tender Notice are available in website [http:// apmsidc.ap.nic.in](http://apmsidc.ap.nic.in)

The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e.,

<https://tender.approcurement.gov.in>. Consultants would be required to register on the e-Procurement Market place “www.eprocurement.gov.in” and submit their bids online. The Corporation will not accept any bid submitted in the paper form.

a) Processing fee: The tenderer shall remit Processing fee of Rs. 11,230/- (Rupees Eleven Thousand Two hundred thirty only) on-line to the account of the Managing Director, APMSIDC, Mangalagiri (Account No. 142410011000314 of Andhra Bank, Mangalagiri 500 195, IFSC Code: ANDB0000366) and upload the original Transaction slip with UTR number. Failure to pay the Processing fee in the aforesaid manner will entitle for rejection of the bid.

b) All the participating bidders should pay a Transaction fee of Rs.200/- (Rupees Two hundred only) payable to APTS by using Credit cards/Debit Cards (MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt. 05.07.2006.

The bidders can view/ download the tender documents from the 'e' market place.

Downloading of Tender Documents: From 25.10.2019 to 15.11.2019 up to 2.00 P.M

Pre- Bid Meeting: 05.11.2019 @ 2:30 PM in office of the MD, APMSIDC

Date and time for Receipt of tenders : on or before 15.11.2019 up to 5.00 P.M

Time and date of opening of tenders:

(a) Technical Bid : 15.11.2019 @ 05:30 PM

(b) Financial Bid : 21.11.2019 @ 02:00 PM

Note: The dates stipulated above are firm and under no circumstances they will be relaxed. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended on online through corrigendum.

Procedure for submission of Bids:

- (a) Consultants or his authorized representative need to contact Managing Director, APMSIDC, Mangalagiri for information on e-Procurement.
- (b) Consultants need to register on the electronic procurement market place of Government of Andhra Pradeshie., “<https://tender.apecurement.gov.in>”. On registration on the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- (c) While registering on the e-procurement market Place, Consultants need to scan and upload the required documents as per the Tender requirements onto their profile.
 - 1 The Consultants who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at e-market place. The Consultants should upload the attested scanned copies of documents in support of their Technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
 - 2 The Corporation will not hold any risk and responsibility for uploading of the scanned document, for the invisibility of the scanned document, and any other problem(s) encountered by the Tenderers while submitting his bids online.

Part 1

Section 1. Request for Proposal Letter

REQUEST FOR PROPOSAL

Letter of invitation

RFP No.	4/APMSIDC/Equipment/2019-20, Dt: 13-09-2019
Title of consulting Services:	Selection of Project Management Consultant (PMC)
Client	APMSIDC
Country:	Government of Andhra Pradesh, India
Date:	13.09.2019

To,

Open to all eligible consultants

Dear Sir/Madam,

1. Andhra Pradesh Medical services & Infrastructure Development corporation, an enterprise of government of Andhra Pradesh under the Medical, Health & Family welfare department intends to employ an eligible agency / consultant for providing Project Management Consultancy (PMC) Services to handle its maintenance, on-going and new projects in civil, drugs and equipment wings.
2. These PMC services are to assist the Managing Director, APMSIDC of the Health, Medical and Family Welfare Department of Government of Andhra Pradesh, in the
 - a) Construction & Maintenance of all infrastructure required for the medical and health care systems
 - b) Procurement and supply chain management), logistics and distribution of Drugs including all Surgical Consumables of hospitals in all 13 districts of the state
 - c) Procurement, maintenance and management of all diagnostic and other medical Equipment in the state etc.
3. Hence, the client (APMSIDC) invites the proposals to provide Project Management Consultancy (PMC) Services (hereinafter called "Services"). More details on the Services are provided in the TOR, Terms of Reference in the section 7 of this RFP.
4. This Request for Proposals (RFP) is open to all eligible consultants

5. A firm will be selected under QCBS (Quality and Cost Based Selection) method based on the proposal submitted in the Full Technical Proposal (FTP) format as described in this RFP, in accordance with the world bank's standard / client's Procurement Policy
 - (a) Section 1 – Request for Proposals Letter
 - (b) Section 2 - Instructions to Consultants and Data Sheet
 - (c) Section 3 - Technical Proposal - Standard Forms
 - (d) Section 4 - Financial Proposal - Standard Forms
 - (e) Section 5 – Eligible Countries
 - (f) Section 6 – Prohibited practice
 - (g) Section 7 - Terms of Reference
 - (h) Section 8 - Standard Forms of Contract (Time-Based)

6. That you have received this Request for Proposals and [intend to submit a proposal alone or intend to associate with other firm\(s\) \(if permissible under Section 2, Instructions to Consultants \(ITC\), Data Sheet 14.1.1\) to enhance your experience.](#)
7. [Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9](#)

Yours sincerely

**Managing Director,
APMSIDC**

O/o The Vice chairman & Managing
Director, Andhra Pradesh Medical services &
Infrastructure Development corporation,
plot no-9, survey no-49, 2nd and 3rd floors,
IT Park, Mangalagiri, Guntur District
Tel. No. **9440905868**
Email-Id: ce.apmhdc@gmail.com

Section 2

Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions:

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the client. It excludes the client’s official public holidays.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Client’s country.
- (j) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract

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- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal
 - (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants with all information needed to prepare their Proposals.
 - (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
 - (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
 - (p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
 - (q) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
 - (r) “Services” means the work to be performed by the Consultant pursuant to the Contract.
 - (s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
 - (t) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
 - (u) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

2. Introduction

- 2.1. The Client named in the **Data Sheet** intends to select a Consultant from those who submits a proposal as detailed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2. The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

- 2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.2.1. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the client (or of implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

5. Prohibited practice

- 5.1. The client requires compliance with its Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the
- 5.2. prohibited practice guidelines, as set forth in Section 6.
- 5.3. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the client to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the client.

6. Eligibility

- 6.1. The client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.
- 6.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the client in the applicable Procurement Regulations.
- 6.3. As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

- 6.3.1. A Consultant that has been sanctioned by the world Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures, Fraud and Corruption shall be ineligible to be shortlisted for, submit proposals for, or be awarded a contract or benefit from a contract, financially or otherwise, during such period of time as the world Bank shall have determined.

b. Prohibitions

- 6.3.2. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
 - (a) as a matter of law or official regulations, the Indianguovernment prohibits commercial relations with that country, provided that the client is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Indian Government prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

- 6.3.3. State-owned enterprises or institutions in the client's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under its own supervision.

d. Restrictions for Public Employees

- 6.3.4. Government officials and civil servants of the client's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) The services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) Their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the client.

e. Client Debarment

- 6.3.5. A firm that is under a sanction of debarment by the client from being awarded a contract that the debarment (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

- 7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

- 9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

- 10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

- 11.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

- 12.1. The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. **Extension of Validity**
 - b. **Period**
- 12.4. The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request,

in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

- 12.5.** If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6.** The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7.** If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8.** If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

- 12.9.** The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

- 13.1.** The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source), open to all aspirant consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1.** At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be open to all consultants and will be binding on them.
- 13.1.2.** If the amendment is substantial, the Client may extend the proposal submission deadline to give the aspirant consultants a reasonable time to take an amendment into account in their Proposals.

- 13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

- 14.1. While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1. If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so as permitted in the **Data Sheet**.
 - 14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
 - 14.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
 - 14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

- 15.1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2. Depending on the nature of the assignment, the Consultant is required to submit either full technical proposal (FTP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5. Payment under the Contract shall be made in INR only.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1. The Consultant shall upload a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done online through the eProcurement portal as specified in the **Data Sheet**.

17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

- 17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4. The signed Original copies of the Proposal shall be uploaded as specified in the **Data Sheet**.
- 17.5. [not applicable]The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, “[reference number], [name and address of the Consultant], and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].”
- 17.6. Similarly, the original Financial Proposal and its copies shall be uploaded through the eProcurement portal www.apecurement.gov.in in the appropriate module marked “**FINANCIAL PROPOSAL**” this will remain unopen until Technical bid evolution completes.
- 17.7. The Technical and Financial Proposals shall be uploaded on to the eProcurement portal before the deadline time and date indicated in the **Data Sheet**.
- 17.8. Improper, incomplete uploads or technical errors that results into non-receives of proposal is not the responsibility of the client.
- 17.9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 18.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

- 19.1. The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the all aspirant consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain unopened and

shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

- 19.2.** At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

- 20.1.** Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded issues its “no objection”, if applicable, by evaluation committee.
- 20.2.** The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

- 21.1.** The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

- 22.1.** Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. [Not applicable]
- 22.2.** If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. [Not applicable]

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

- 23.1.** After the technical evaluation is completed and the evaluation committee has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) Their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) Provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) Their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) Notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2.** The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
 - (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3.** The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4.** The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5.** The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals

24. Correction of Errors

- 24.1.** Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

- 24.1.1. If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust

the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. (Online Quoted amount will only be considered)

b. Lump-Sum Contracts

- 24.1.2. If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. [Not applicable].

25. Taxes

- 25.1. The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

- 26.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

- 27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed budget selection (FBS) Deleted

- 27.2. In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

- 27.3. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. ([Not Applicable](#))

c. Least-Cost Selection Deleted

- 27.4. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract. ([Not Applicable](#))

D. Negotiations and Award

28. Negotiations

- 28.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

1) Availability of Key Experts

- 28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

2) Technical Negotiations

- 28.5. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

3) Financial Negotiations

- 28.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 28.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the evaluation committee. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

- 29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.
- 29.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the evaluation committee's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

- 30.1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the client, the Standstill Period shall not apply.

31. Notification of Intention to Award

- 31.1. The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- a. the name and address of the Consultant with whom the client successfully negotiated a contract;
- b. the contract price of the successful Proposal;
- c. the names of all Consultants included in the short list, indicating those that submitted Proposals;
- d. where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- e. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- f. the final combined scores and the final ranking of the Consultants;
- g. a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- h. the expiry date of the Standstill Period; and
- i. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period

32. Notification of Award

- 32.1.** Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.

(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2. The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1. On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2. Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3. Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4. Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1. The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

E. Data Sheet

ITC Reference	A. General
1 (b)	Republic of India
1 (l)	<p>Electronic –Procurement System</p> <p>www.apecurement.gov.in</p> <p>This electronic-procurement system shall be used to manage the following part of the RFP process: (Issuing RFP, submissions of Proposals, opening of Proposals and award of bid etc.)</p>
2.1	<p>Name of the Client: Medical services and infrastructure development corporation of Government of Andhra Pradesh</p> <p>Method of selection: Quality and Cost base selection(QCBS), as per the Procurement Instructions adopted from world bank SBDs</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is: Selection of Project Monitoring Consultant (PMC)</p>
2.3	<p>A pre-proposal conference will be held: on 05.11.2019, At 2:30 pm</p> <p>At the o/o The Managing Director, (Vice chairman & Managing Director), Andhra Pradesh Medical services & Infrastructure Development corporation, plot no-9, survey no-49, 2nd and 3rd floors, IT Park, Mangalagiri, Guntur District.</p>
2.4	The Client is provided data related to the project and scope of the project in the ToR section-7 of this RFP to facilitate the preparation of the Proposals

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>1st proposal (Technical Proposal):</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS) <p>AND</p> <p>2nd proposal (Financial Proposal):</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>
12.1	<p>Proposals must remain valid for 60days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 7days prior to the submission deadline.</p>

	<p>Address: o/o The Managing Director, (Vice chairman & Managing Director), Andhra Pradesh Medical services & Infrastructure Development corporation, plot no-9, survey no-49, 2nd and 3rd floors, IT Park, Mangalagiri, Guntur District.</p>
14.1.1	Shortlisted Consultants may associate with other consultants: Yes
14.1.2	Estimated input of Key Experts' time-input: 180 person-months
14.1.3 for time-based contracts only	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 180 person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
14.1.4 and 27.2	Not applicable
15.2	Technical Proposal to be submitted is as per section 3 of this RFP. Any wrong format of the Technical Proposal submitted may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>The following sample type of expenses are to be borne by the client.</p> <ol style="list-style-type: none"> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (6) <i>cost of reports production (including printing) and delivering to the Client;</i>

	(7) <i>other allowances where applicable and provisional or fixed sums (if any)</i>
16.2	A price adjustment provision applies to remuneration rates: Yes
16.3	The Client has not obtained an exemption for the Consultant from payment of GST or local indirect taxes, etc. Information on the Consultant's tax obligations in the Client's country can be found http://www.cbic.gov.in/htdocs-cbec/gst/index
16.4	The Financial Proposal shall be stated in the following currencies: The Financial Proposal should state local costs in the Client's country currency (local currency): Yes (Indian Rupees only)
C. Submission, Opening and Evaluation	
17.1	The Consultants shall have the option of submitting their Proposals electronically through eProcurement portal www.apecurement.gov.in . (For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.apecurement.gov.in .)
17.4	The Consultant must submit: (a) Technical Proposal: one (1) original copy for verification if online documents are not properly scanned.
17.7 and 17.9	The Proposals must be submitted no later than: Date: 15th November 2019, Time: 5.00 PM (local time) The Proposal submission address is: www.apecurement.gov.in
19.1	An online option of the opening of the Technical Proposals is offered: Yes

	<p>The opening shall take place at:</p> <p>Address: o/o The Managing Director, (Vice chairman & Managing Director), Andhra Pradesh Medical services & Infrastructure Development corporation, plot no-9, survey no-49, 2nd and 3rd floors, IT Park, Mangalagiri, Guntur District.</p> <p>City: Mangalagiri</p> <p>Country: India</p>																																
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>Nil</p>																																
21.1	<table border="1"> <tr> <td data-bbox="386 846 451 888">(i)</td> <td data-bbox="459 846 1385 888">Profile of the consultant</td> <td data-bbox="1393 846 1547 888">20</td> </tr> <tr> <td></td> <td data-bbox="459 894 1247 961">(a) Turnover of the firm / consulting company (not less than 10 crore)</td> <td data-bbox="1255 894 1385 961">7</td> </tr> <tr> <td></td> <td data-bbox="459 968 1247 1003">(b) Experience of the firm and manpower</td> <td data-bbox="1255 968 1385 1003">8</td> </tr> <tr> <td></td> <td data-bbox="459 1010 1247 1045">(c) Suggestions on ToR</td> <td data-bbox="1255 1010 1385 1045">5</td> </tr> <tr> <td data-bbox="386 1052 451 1094">(ii)</td> <td data-bbox="459 1052 1385 1119">Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:</td> <td data-bbox="1393 1052 1547 1119">30</td> </tr> <tr> <td></td> <td data-bbox="459 1125 1247 1161">(a) Adequacy of proposed methodology</td> <td data-bbox="1255 1125 1385 1161">8</td> </tr> <tr> <td></td> <td data-bbox="459 1167 1247 1203">(b) Quality of proposed methodology</td> <td data-bbox="1255 1167 1385 1203">10</td> </tr> <tr> <td></td> <td data-bbox="459 1209 1247 1245">(c) Work plan in response to ToR</td> <td data-bbox="1255 1209 1385 1245">12</td> </tr> <tr> <td data-bbox="386 1272 451 1314">(iii)</td> <td data-bbox="459 1272 1385 1339">Key Experts' qualifications and competence for the Assignment (Form TECH-6, to be prepared by the Consultant for each position):</td> <td data-bbox="1393 1272 1547 1339">50</td> </tr> <tr> <td></td> <td data-bbox="459 1346 1247 1381">All key Experts (5 members)</td> <td data-bbox="1255 1346 1385 1381">50</td> </tr> </table>			(i)	Profile of the consultant	20		(a) Turnover of the firm / consulting company (not less than 10 crore)	7		(b) Experience of the firm and manpower	8		(c) Suggestions on ToR	5	(ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:	30		(a) Adequacy of proposed methodology	8		(b) Quality of proposed methodology	10		(c) Work plan in response to ToR	12	(iii)	Key Experts' qualifications and competence for the Assignment (Form TECH-6, to be prepared by the Consultant for each position):	50		All key Experts (5 members)	50
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(iii)	Key Experts' qualifications and competence for the Assignment (Form TECH-6, to be prepared by the Consultant for each position):	50																															
	All key Experts (5 members)	50																															

S No	Name of the expert	No required	Man-months required	Total Points	Weightage		
					Education / Training relevant to the assignment (%)	Experience relevant to the assignment (%)	Fluency in local language(s) /knowledge of local culture or administrative system, government organization, etc (%)
1	Project Manager and Procurement Expert (civil) cum team leader	1	36	12	20	75	5
2	Senior architect	1	36	10	20	75	5
3	Senior structural engineer	1	36	8	20	75	5
4	Project Manager with supply chain management background cum Drugs Procurement Expert (Drugs)	1	36	10	20	75	5
5	Project Manager cum Procurement Expert (Equipment)	1	36	10	20	75	5
Public Opening of Financial Proposals							
23.4	An online option of the opening of the Financial Proposals is offered: Yes www.apecurement.gov.in , as described in the section 23.5 below.						

23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Managing Director o/o The Vice chairman & Managing Director, Andhra Pradesh Medical services & Infrastructure Development corporation, plot no-9, survey no-49, 2nd and 3rd floors, IT Park, Mangalagiri, Guntur District.</p> <p>and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above notice of the public opening of Financial Proposals will be published on the eProcurement portal www.apecurement.gov.in</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></p> <p>The official source of the selling (exchange) rate is: Reserve bank of India (RBI)</p> <p>The date of the exchange rate is: Rate prevailing on the date of opening.</p>

<p>27.1 (QCBS only)</p>	<ol style="list-style-type: none"> 1 The lowest (evaluated) Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. 2 The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: The financial score of the firm under consideration (Sf) = 100 x Fm/ F Where “Fm” is the lowest price quoted “F” is the price of the proposal quoted by firm under consideration. 3 The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 % , and P = 20% 4 Proposals are ranked according to their combined technical (St) and financial (Sf) scores (S) is calculated as below S = St x T% + Sf x P%. Where, T = the weight given to the Technical Proposal P = the weight given to the Financial Proposal, as (T + P) = 1
<p>D. Negotiations and Award</p>	
<p>28.1</p>	<p>Expected date and address for contract negotiations: Date: 25th November 2019 Address: same as above</p>
<p>32.1</p>	<p>The successful Consultant <i>shall</i> submit the Beneficial Ownership Disclosure Form.</p>
<p>34.2</p>	<p>Expected date for the commencement of the Services: in the month of 9th December 2019 at: 10.00 AM</p>
<p>35.1</p>	<p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Vijay Ramraju (name of the MD) Title/position: Managing Director Client: APMSIDC</p>

Email address: *md.aphmhidc@gmail.com*

Phone number: 8978680701

In summary, a Procurement-related Complaint may challenge any of the following:

1. The terms of this Request for Proposal;
2. The Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and
3. The Client's decision to award the contract.

Section 3.

Technical Proposal – Standard Forms

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To,
Managing Director,
Andhra Pradesh Medical services & Infrastructure Development corporation (APMSIDC),
O/o The Vice chairman & Managing Director,
plot no-9, survey no-49, 2nd and 3rd floors,
IT Park, Mangalagiri,
Guntur District

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Monitoring services for APMSIDC, in accordance with your Request for Proposals (RFP) dated *13.09.2019* “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal through eProcurement portal www.apecurement.gov.in

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) **{In full and initials}**:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [10]years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., April 2009–March 2019}	{e.g., “Improvement quality of.....” : designed master plan for rationalization of; }	{e.g., Ministry of, country }	{e.g., INR1 mill/INR0.5 mill }	{e.g., Lead partner in a JV A&B&C }
{e.g., April 2009–March 2019}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country }	{e.g., INR0.2 mil/ INR0.2 mil }	{e.g., sole Consultant }

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing }
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [Note to Client: add the following for supervision of civil works contracts: including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1		[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
N-3															
N-4															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office of the expert of the headquarter. "Field" work means work carried out in the Client's site (anywhere in the state) or any other place outside the expert's office at head quarter.

Full-time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{ List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail, phone.....)

Past Experience in Government Audit:**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

FORM TECH-7

[This requirement needs to be included for supervision of civil works contracts.]

**Code of Conduct
Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 7**

The Consultant shall submit an outline of how the Code of Conduct will be implemented based on the following enterprise's code of conduct for Environmental, Social, Health and Safety (ESHS)

Code of Conduct

This will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice.

1. Apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
2. Provide and maintain a healthy and safe work environment and safe systems of work;
3. Protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
4. Ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;
5. Be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for Gender Based Violence (GBV), inhumane treatment, sexual activity with children, and sexual harassment;
6. Incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;
7. Work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
8. Engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
9. Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;
10. Minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works

A minimum code of Conduct should be to consider the issues, impacts, and mitigation measures as identified to address the following.

1. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment etc.
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. Compliance with applicable laws, rules, and regulations
4. The use of illegal substances
5. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
6. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
7. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
8. Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
9. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
10. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
11. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
12. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
13. Respecting reasonable work instructions (including regarding environmental and social norms)
14. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)

15. Duty to report violations of this Code
16. Non-retaliation against personnel who report violations of the Code, if that report is made in good faith.

(The term “child” / “children” means any person(s) under the age of 18 years

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Managing Director,

Andhra Pradesh Medical services & Infrastructure Development corporation (**APMSIDC**),
O/o The Vice chairman & Managing Director, plot no-9, survey no-49, 2nd and 3rd floors,
IT Park, Mangalagiri, Guntur District

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Monitoring services in accordance with your Request for Proposal dated **13.09.2019** and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs.----- {Insert amount(s) in words and figures}, “*exclusive*” of all taxes in accordance with ITC 25.1 in the Data Sheet. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

We remain,
Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}
	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2)Overheads	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) GST	
<u>Total Estimate for Indirect Local Tax:</u>	

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Local Currency- as in FIN-2}
_____	Key Experts				
K-1	_____	_____	[Home] ----- [Field]	_____	
K-2	_____	_____	----- -----	_____	
K-3	_____	_____	[Home] ----- [Field]	_____	
K-4	_____	_____	----- -----	_____	
K-5	_____	_____	----- -----	_____	
K- 6	_____	_____	----- -----	_____	
				Total Costs	

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iv) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (v) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (vi) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vii) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (viii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form
(Not required at time of submission of proposal)

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Not required at time of submission of proposal)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office within India									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES
(Not required at time of submission of proposal)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Prohibited Practice

Prohibited Practices for APMSIDC projects:

6.1 The Client requires that the tenderers, suppliers, contractors, concessionaires and consultants under this contract for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

6.2 Definitions. In pursuance of this policy, the client defines the terms set forth below as Prohibited Practices:

- (i) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (ii) “**collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iii) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (iv) “**fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (v) a **misuse of the client’s resources** which means improper use of the client’s resources, carried out either intentionally or through reckless disregard;
- (vi) an **obstructive practice** which means (i) destroying, falsifying, altering or concealing of evidence material to a client investigation, which impedes the client’s investigation; (ii) making false statements to investigators in order to materially impede a client investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a client investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a client investigation or from pursuing the investigation; or (v) materially impeding the exercise of the client’s contractual rights of audit or inspection or access to information; and
- (vii) “**theft**” means the misappropriation of property belonging to another party.

6.3 Suppliers, contractors, service providers and Consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of these Instructions, as well as the Recipient shall fully cooperate with the client in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the client or its representative (including any financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the client. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

6.4 The client, if the Project is financed by the Bank, (or, where relevant, financier having undertaken an investigation pursuant to paragraph 6.1):

- a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) Reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) Terminates the contract, if it determines at any time that representatives of the consultants are engaged in a prohibited practice during the procurement, administration or the implementation of the contract in question; and
- b) requiring (clause to be included in tender documents for contracts financed by the Bank loan), bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Section -7

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) (An enterprise of Government of Andhra Pradesh)



Terms of Reference (TOR) For procurement of Project Management Consultancy (PMC)

The Department of Health, Medical and Family Welfare Government of Andhra Pradesh

Glossary of Terms

ADB	Asian Development Bank	HVAC	Heat, ventilation and air conditioning
AIIB	Asian infrastructure investment Bank	MEP	Mechanical, electrical and plumbing
AP MSIDC	AP Medical services and infrastructure development corporation	MIS	Management information system
APCRDA	AP Capital region development agency	MoU	Memorandum of understanding
APDSS	AP detailed standard specifications	MS	Microsoft project management tool
AutoCAD	AutoCAD is a computer-aided design (CAD) and drafting software application. Developed and marketed by Autodesk	NGBS	National Green Building Standards
BOQ	Bill of quantities	NBC	National building code
CDS	Central drug stores	O&M	Operation and maintenance
DPR	Detailed project report	PIU	Project implementation unit
EML	Essential medicine list	PMC	Project Management consultants
ESMP	environmental and social management plan	PMIS	A project management information system
ESP	Environmental and social plan	QA / QC	quality assurance and quality control
FIDIC	Fédération Internationale DesIngénieurs-Conseils (International Federation of Consulting Engineers)	SOR	schedule of rates
Go	Government order	MCI	Medical council of India
GoAP	Government of AP	IPHS	Indian public health

GRIHA	Green Rating for Integrated Habitat Assessment	ToR	standards Terms of reference
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1. Brief description of enterprise

The Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) is an enterprise with three main wings namely Civil wing, Drugs wing, Equipment wing, under the Health, Medical and Family Welfare Department of the Government of Andhra Pradesh which functions with No Profit and No Loss basis. The main functions of the Corporation are

- Construction & Maintenance of Hospital Buildings.
- Procurement and distribution of Drugs, Surgical Consumables and Equipment

The Corporation is headed by the Chairman and consists of Managing Director along with the Chief Engineer Headquarters at Mangalagiri and 3 circles headed by Superintending Engineers, 13 divisions headed by Executive Engineers spread over in the State, one division in each District. Central Drug store is located in each district headquarters managed by the Executive Engineer and assisted by 2 Pharmacists for distribution of drugs etcetera to various hospitals in the District.

2. Brief description of task

These Terms of Reference are for providing consultancy services to assist the Managing Director, APMSIDC of the Health, Medical and Family Welfare Department of Government of Andhra Pradesh, in the

- d) Project Management services for construction and maintenance of medical and health infrastructure facilities in the state
- e) Monitoring, controlling and coordination of activities in Procurement, supply chain management, distribution, logistics and allied services of Drugs, surgical items and
- f) Procurement and maintenance of Medical Equipment to facilitate their approvals from various departments for smooth functioning of the department to meet its objectives.

3. State Scenario of Andhra Pradesh

3.1 Introduction

Andhra Pradesh is one of the 29 states of India with Capital @ Amaravati in Guntur district is a new river-front capital of the residual Andhra Pradesh which is under the jurisdiction of APCRDA.

3.2 Physical Location

Andhra Pradesh is situated on the south-eastern coast of India. It is bordered by Telangana in the North West, Karnataka in the west, Tamilnadu in the south and the Bay of Bengal in the east.

3.3 Demography

The population of the state is 4.93 crores, consisting of 13 districts. There are 110 ULBs consisting of four cities with more than 5 lakh population, 26 towns with 1 lakh to 5 lakh population, 39 towns with 50000 to 1 lakh population and 41 towns with less than 50000 population. The urban population of the state was 1.36 crores as per 2011 census.



4. Objectives of the enterprise

- To facilitate prompt and effective implementation of construction & maintenance projects of medical colleges, hospital buildings, staff quarters, hostel blocks and drug stores and all other required infrastructure of medical and health department.
- To facilitate Procurement and supply chain management, logistics and distribution of Drugs including all Surgical Consumables of hospitals in all 13 districts of the state
- To facilitate Procurement, maintenance and management of all diagnostic and other medical Equipment in the state etc.

5. Scope of the project

The project is proposed to be implemented for a period of 3 years. The total programme on hand for all three wings of the enterprise are given below

5.1 Civil wing

- Project Management of Construction and maintenance of medical colleges, hospital buildings, staff quarters, hostel blocks and drug stores and all other infrastructure projects in the medical and health department.

5.2 Drugs wing

- Calling of Demands on Quarterly Basis from the Health Institutions on e-Aushadhi.
- Placing of Purchase orders by keeping sufficient buffers to cover lead time
- Procurement of Drugs and Surgical Consumables which are in EML and ESL list and Scheme products time to time to ensure the availability of all the products by equitable distribution among all 13 district Central Drug Stores
- Monitoring of procurement, distribution and supplies with effective and strategic procurement and logistic planning

5.3 Equipment wing

- Services related to procurement of new and maintenance of existing medical equipment and other allied services of health care projects.

5.4 Funding pattern and over all expected year wise budget of the enterprise from all the 3 wings

- project period is estimated to be Rs 2750 Crores of Indian rupee.
- The year-wise tentative average budget breakup of civil, drugs and equipment share is noted in the table.

Rs. In Crores

Year	Civil	Drugs	Equipment
2019-20	300	250	100
2020-21	500	300	150
2021-22	600	400	150
Total	1400	950	400

6. Objectives of the consultancy assignment for the project

In broad, the objectives discussed in the section - 4 (objectives of the enterprise) above are the objectives of the consultancy services. The wing-wise objectives of the consultancy assignment are given below.

6.1 Civil

- 1) To support providing infrastructure facilities and maintain all medical institutions, hospitals, staff quarters, hostel blocks and drug stores in rural and semi urban areas of Andhra Pradesh to facilitate the implementation of the health care programme effectively.
- 2) The construction of whole medical premises / campus has to be so planned, designed and executed to meet the following requirements, standards, norms and other statutory

requirements as laid down time to time

- The Medical Colleges / Hospitals should satisfy the standards of MCI Norms / IPHS Standards.
 - The residential and other office buildings should meet the silver standards of the National Green Building Standards (NGBS)
 - Construction of buildings should be so planned and executed with Intelligent Building Management System to create Energy efficient and Barrier-free facilities as prescribed and settled by the statutory authority.
 - The buildings so created shall have to aspire to be a 3-4-star compatible green buildings when vetted through the appraisal process as outlined by GRIHA (Green Rating for Integrated Habitat Assessment).
 - The resulting campus of medical facility will have to be a premise of zero waste disposal to outside with all arrangements by implementing latest technology for
 - Solid waste management (recycling of garbage waste)
 - Sewage and waste water treatment and recycling
 - The campus remains to be self-dependent for its energy needs by way of providing solar energy.
 - Eliminating the growing bottlenecks in the construction and building climate resilient infrastructure
 - Ensuring environmental and social safeguard during and after construction of the medical facilities
- 3) The consultancy assignment's over all development objective is to improve operating conditions of medical & health facilities in a sustainable way, thus helping to provide the business enabling environment necessary to support planned health care programme to build healthy Andhra Pradesh

6.2 Drugs wing

- 1) To ensure that the drugs and surgical consumables that are in EML and ESL list are never fall short of requirement in all 13 district Central Drug Stores based on the demand and consumption by keeping track of the e-Aushadhi, maintaining sufficient buffers and monitoring procurement and supplies.
- 2) To procure the required drugs and surgical items time to time by e-procurement process with proper evaluation of technical and financial bids.
- 3) To ensure each batch of the drug and surgical consumables procured are meeting quality standards by subjecting them to quality checking in the empanelled labs and switching them to either active or inactive modes based upon the quality of the products.
- 4) Setting SOPs for yearly procurement, Maintaining of medicines in Central Drug Stores, Reduction of Expired Drugs, Supply Chain of Medicine Delivery.

6.3 Equipment wing

- 1) To procure new equipment through e-procurement process with proper evaluation of technical and financial bids.
- 2) To keep track and monitoring the day to day progress of the maintenance and calibration of the medical equipment as planned and scheduled.
- 3) To suggest any alternative methods / techniques for timely completion of the projects.
- 4) To keep abreast of new / cost effective equipment / technologies coming up to replace the existing old, nonfunctional / outdated equipment
- 5) To visit and conduct the onsite inspections of the equipment by experts as and when required.

6.4 This assignment will address some of the major problems concerning the health care programme

- 1) Improvement in the health care & wellbeing of the rural and semi urban people with faster & easier access to well-equipped hospitals and advanced health care system at cheaper costs etc.
- 2) Serene and patient-friendly environment help patients to recovery faster and easier.
- 3) Reduce the diagnose equipment maintenance and repair costs, spares and cost of consumables.
- 4) Healthy public will be more productive to contribute to prosper the rural and semi-urban environments.

The objectives will be achieved and applied in conjunction with the agreed project documents

- 1) Project Documents for each project
- 2) Legal Agreements between government of Andhra Pradesh (GoAP), the consultancy firm, contractors /executing agencies, suppliers, vendors and the financial institution (Bank), if any.
- 3) Financial Agreements.
- 4) Environmental and Social Management frame work (ESMF).

7. Implementation arrangements & Mechanism

The Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) headed by MD is the Nodal agency for this Project and will monitor the project activities, under the ministry of Health, Medical and Family welfare department of Government of Andhra Pradesh, and will liaise with the other government departments and the financial institutions (Bank), if any, on all issues relating to this Project. The APMSIDC will manage the project under the leadership of

Managing Director, and will be supported by the Project Monitoring Unit (PMU) based at head office, Mangalagiri, supporting team & PIUs at district level.

7.1 **The Organogram of the APMSIDC Headquarters at Mangalagiri,**

(i) **Headed office**, headed by a Project Director (Managing Director, APMSIDC) supported by a Technical Advisor, GM-civil, GM-drugs, GM-Admin and equipment, GM-finance with their supporting staff at HO.

(ii) **Project implementation units (PIU), head office at districts**

Civil: Three (3) Regional (circle) offices headed by Superintending Engineers and other technical subject matter experts and accounts staff and thirteen (13) divisions, at district level in all the 13 districts of A.P, each headed by an Executive Engineer supported by other technical staff (DEEs and AEEs), who have vast experience in construction of buildings, roads, rural infrastructure and cross drainage structures under various government schemes and grants assisted by various funding agencies like AIIB, ADB and World Bank etc.

Drugs: Central drug stores (CDS) at each district headquarters headed by a pharmacist and other supporting staff for the storage and distribution of various drugs across all the hospitals in the district

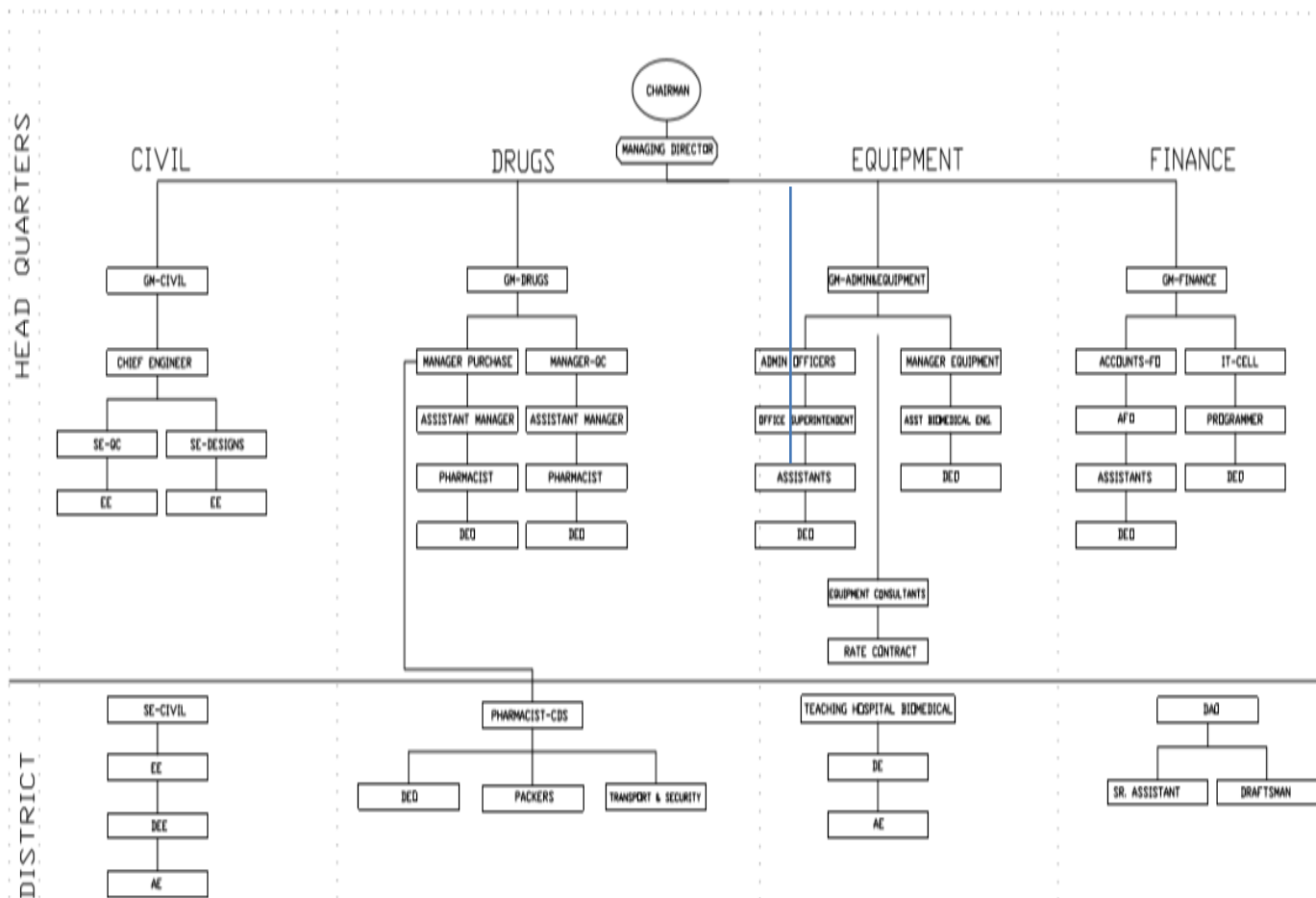
Equipment: Teaching hospital's bio-medical sections with other supporting staff.

7.2 **Project Monitoring Unit (PMU)**

The Client (APMSIDC) proposes to establish PMU under leadership of **Managing Director APMSIDC** by engaging a Project Monitoring Consultants who will act as project Monitoring Unit (PMU) at headquarters to support and assist

APMSIDC, hereinafter called ‘Consultant’, to effectively implement and administer the projects undertaken by the client and to focusing on both the quality and timely implementation of all project components. The Consultant is essentially to provide high quality management, procurement, logistic and implementation support (through a small team of experts) by working as an integral part of PMU.

ORGANIZATIONAL CHART OF APMSIDC



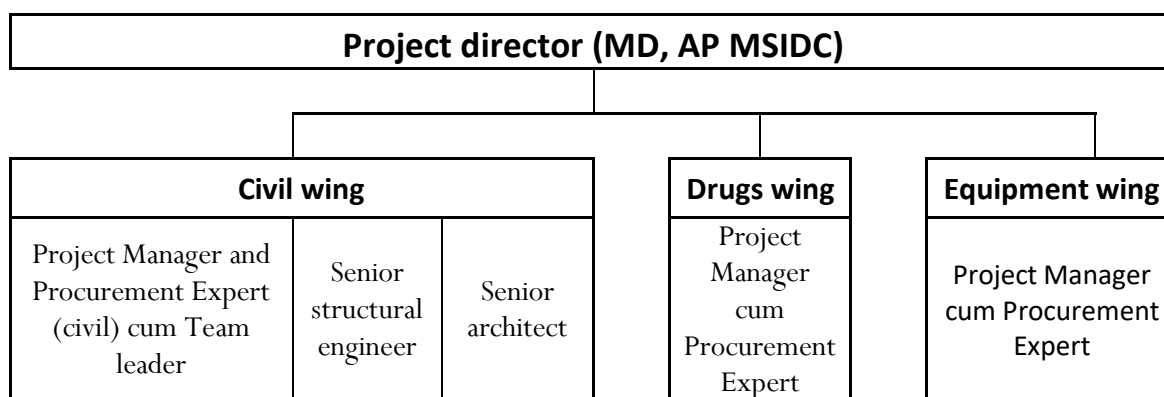
7.3 The Project Director at State level and the PIU’s at district level will be provided with necessary consulting services through the Project

Monitoring Consultants (PMC) to strengthen their program management capacity and implementation of projects in filed including scrutiny of the Project Reports submitted by the PIU's and the bid document prepared for the procurement as per statutory guidelines, construction supervision, Quality control & Project Monitoring procedures, etc.

- 7.4 In order to provide effective and efficient PMC services to the Projects, the PMC will have one state office, a set of experts, at Mangalagiri. The PMC experts shall be deployed to projects in such a manner and fashion, ensuring value for money and best benefits to the project.

The Organogram of proposed PMC is given below

Proposed PMC for AP MSIDC



- 7.5 The PMC have to act as PMU and the PIUs to ensure that EMPs (Environmental Management Plans) are implemented by the Contractor and social safeguard issues are appropriately identified and addressed.

Note:

- In case any new PIUs are included in the project at a later date, the Consultant is required to perform all the tasks of ToR in the newly added PIUs also. The personal to be engaged will be drawn from this Consultant's contract accordingly and within the initial contractual input requirements.
- Overall Consultancy contracts will be for duration of 36 calendar

months (3 years).

8. Project Monitoring Process

- 8.1 Review of existing infrastructure facilities status, its performance, and gap and demand assessment with reference to service level indicators will be made for the identified projects and ensure that the components proposed in the Project reports will address the gaps for improving, as deemed necessary.
- 8.2 To ensure the asset management and creation and maintenance of register for asset of the medical and health department.
- 8.3 Ensure that the formulation of technical options, design, cost estimates for civil wing and procurement and logistics for drugs and equipment wings. The financial plan including O&M (Operation and Maintenance) strategy in case of civil, drugs and equipment projects for the complete life cycle of the project shall be an integral part of the project reports as deemed necessary.
- 8.4 Ensure that the Environmental and Social Management Plans, if any, are prepared and implemented in case of all three types of projects. An Environmental Management Plan shall be developed and implemented by the Contractor / supplier. Social safeguard issues, if required, will be identified and addressed. The PMC will monitor and document the entire process on a sample basis. The sample size will be decided by the PMU
- 8.5 Possibilities to apply smart technologies for providing better and enhanced services to the projects shall be explored and suggested.
- 8.6 Ensure Insurance linkage between proposed infrastructure and procurement project and delivery of services.

9. Detailed scope of the consultancy assignment

The scope of PMC under the proposed assignment will be divided into four basic components namely

- 1) Review and verification of the Project reports and estimates for civil projects and procurement and logistic plans for drugs and equipment
- 2) Project Management (Planning, implementation and Monitoring)
- 3) Contract Management, quality assurance and Construction Supervision
- 4) Ensuring that the ESMPs are properly prepared and implemented
- 5) Asset Management

9.1 Review and Verification of the Project Reports and estimates for civil projects and procurement and logistics plans for drugs and equipment

a) The PMC will review the project reports, estimates and procurement plans and logistics and ensure the following

- (i) The contracts a proposal are incorporated with the best possible methods and techniques for the contracts to be cost effective, no time over runs and meet all quality standards and assures all sustainable assets / infrastructure / equipment are created.
- (ii) The existing infrastructure facilities status, its performance, and gap and demand assessment with reference to service level indicators have been studied properly and incorporated in the project proposals.
- (iii) The procurement plans are so designed to overcome all the expected bottlenecks and incorporated with optimum cost.
- (iv) The mandatory, statutory and legal obligations of the project are properly studied and incorporated in the plans, estimates and reports

- (v) Compliance to loan policies, agreement and agreement strategies, if any on the project, and agreed upon project delivery timelines within the stipulated time frame.
 - (vi) Contract documents are so devised to capture all the interests, obligations and objectives of the enterprise and all other stakeholders of the project
 - (vii) PMU conducted screening for ESMP and prepared ESP by taking into consideration of all possible / expected issues related each individual project.
- b) **PMC will provide training to the PIU staff** in project formulation, management, monitoring and evaluation, financial, procurement, logistics, QA/QC and environmental management aspects and community participatory approaches of the Project. PMC will be fully associated with PMU in implementation of project works.

9.2 **Project Management (Planning, implementation and Monitoring)**

- a) **Handhold / support PIU/APMSIDC for project review** and development in the aspects of project planning, scheduling, procurement, contract management, logistics, project supervision, quality assurance and quality control, cost control, risk management, project monitoring, auditing, reporting, ensuring compliance and due diligence required for the project.
- b) Help planning, scheduling and monitoring of the projects using MS Project/ PMIS /Primavera or latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools/Apps
- c) Assist PIU/ APMSIDC in conducting regular meetings with all stakeholders, contractors, and other government entities

- etc. to discuss progress and issues related to implementation and prepare minutes for recording and circulation.
- d) Establish all necessary records and the procedures for maintaining/updating such records for each component of the entire project.
 - e) Develop and implement procedures for timely payments to the contractors / suppliers / vendors and monitor for compliance
 - f) Develop and Monitor implementation of risk mitigation measures for the projects and update the Plan as per requirement.
 - g) PMC will assist the Client in preparation of bidding documents, updating cost estimates, bid invitations and bid evaluations, as required. The PMC is also required to assist the APMSIDC and PIUs in implementing, managing and monitoring Project activities, assess reasons for delay and identify means for improvement, review reasonability of the proposals prepared by PIU's any other consultants.
 - h) The PMC will monitor, support and assist PIU to ensure the implementation of Environmental and social plan (ESP) as prepared.

9.3 Project execution

- a) PMC will ensure that the cost, time and quality compliances as envisaged in contract agreement.
- b) Identify hindrances for implementation of contracts and resolve the same with the help of respective agencies. Expertise of PMC firm will be used by the APMSIDC/PIU to make quick decisions so as to ensure timely completion of projects consistent with quality within cost of estimates.
- c) The PMC will have to liaison with APMSIDC and will have to work in close collaboration with the PIU / APMSIDC and other stake holders during the entire period of execution and

provide high quality professional advice for modern procedures and guidelines for project implementation and management in general management to the Client to effectively implement the Project.

- d) Arrange, coordinate and be available for consultation in all stages of construction of the project, and accordingly ensure modification of the project components /implementation/ procurement/ logistics, if any
- e) Prepare construction supervision manual, which shall specify Quality Control and Quality Assurance aspects and methodology for the following phases of the project

Civil wing

- Mobilization phase
- Inception Report & Quality Audits.
- Pre-Construction Stage
- Construction Stage
- Final Quality checking
- Post-Construction stage & Final Wrap-up

Drugs wing

- Generation of demands on Drugs and Surgical Consumables
- Placing Purchase orders
- Procurement of Drugs and Surgical Consumables in time
 - ✓ Empanelment of quality checking laboratories
 - ✓ Batch-wise quality tracking and switching them to either quarantine, active or inactive modes
- Management of stock / inventory, logistics and distribution

(to ensure the availability of all the products by equitable distribution among all 13 district Central Drug Stores)

Equipment wing

- Need for procurement
- Inception Report & quality audits of the reports.
- Pre-procurement documentation
(specification reports, bid documents, planning and scheduling)
- Procurement
(Technical and financial evaluations of bids and agreements)
- Quality checks
- Installation and Commissioning
- Operations and maintenance

The manuals shall emphasis on continuous quality standards & tests of materials, field tests to be conducted and their frequency strictly in accordance with IS specifications, APDSS, NBC and other relevant Codes, **drugs standards and codes and equipment governing standards and codes.**

- f) Interpretation of the technical specifications for each item project and verification of design vis-a-vis ground situation and make necessary corrections, if required, with approval of competent authority, any changes in the plans that may be deemed necessary indicating the effect due to the changes on the contract, and preparation of variation orders accordingly

Contract Management

- g) Provide support to the APMSIDC/PIU in contract management and administration of the Contract Agreements with the civil contractors / suppliers / vendors engaged for various components under the project.
- (i) Assist APMSIDC in monitoring the services of contractors / vendors / suppliers and other consultants working in the projects, reviewing their performances in respect of quality of their deliverables (services / reports

- / equipment / drugs etcetera) and provide feedback to the APMSIDC.
- (ii) Scrutinize the contractor's / vendor's / supplier's detailed work program and guide him in preparation of supervision schedule/ delivery plan / logistics for each individual contract.
 - (iii) Scrutinize construction methods / delivery strategy proposed by contractor / vendor / supplier including environmental, disaster management, safety, personnel and public issues
 - (iv) Assess the adequacy and quality of proposals of contractor's / vendor's / supplier's supervisory staff and manpower and other inputs in material, labor and monitor to provide advisories when required
 - (v) Assist the Client in interim and final certification of the bills of payment
 - (vi) Review of the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required
 - (vii) Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client
 - (viii) Assist in identifying deviations in contracts and take action for approval of revised contract values
 - (ix) The Contractor shall be responsible for safety of man, material and public property. However, the Consultant shall ensure that all safety measures are taken by the Contractor w.r.t. public safety and safety of man, material, machinery and property of the

- PIU/APMSIDC/Employer or any property of 3rd Party associated/adjoining the project;
- (x) Assist third party inspections, if necessary, as decided by Client
 - (xi) Assist PIU/ APMSIDC in obtaining all necessary permissions and complying with statutory requirements as required prior to construction / procurement.
 - (xii) Review “as built” drawings submitted by Contractor;
 - (xiii) Assist the Client in issue of completion certificates

(xiv) Establish Quality Assurance (QA) system

Civil wing

- The consultant shall (Q.C) Quality Control mechanism to help Quality control team / Engineer of APMSIDC to ensure the project quality at all levels of execution and help empanel the NABL accredited quality control laboratories of private agencies / institutions for the project.
- Ensure that the equipment in the contractor’s laboratory should be sufficient in quality and quantity to ensure at least 10% of the Mandatory Test as prescribed in the specifications of work are executed. The quality control and assurance system shall provide facility to verify the source materials and certification and also to have continuous control over all activities affecting the quality of work.

Note: The list of equipment for Quality Control Laboratory including the qualities shall be approved by the employer.

Drugs wing

Help APMSIDC/PIUs in establishing the quality control system / Empanel the laboratory in such a way that all

batches of drugs received should be quality checked in time to enable them to switching them in the quarantine, active or inactive modes based on their quality, so that the availability of items of EML and ESL list are never fall short of requirement in all 13 district Central Drug Stores.

Equipment wing

Help APMSIDC/PIUs in establishing a quality control system in such a way to quality check the equipment at supplier's place and ensure on site, on receiving the same.

9.4 Revision of project reports / procurement plans and logistics

Review/revise/modify & updating of the existing project reports with reference to the following aspects.

- (i) Ensure that the designs shall meet the techno economic aspects for best possible solution after consideration of various available alternatives.
- (ii) Ensure that the costs estimate prepared by PIUs / other consultants shall be on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda / approved rates by appropriate authority for procurement / for other Non-SOR items, if any, adopting rates on the basis of relevant rates as applicable or market rate by proper rate analysis carried out through market enquiry, and make appropriate price variation clauses where applicable.
- (iii) Checking and field verification of existing project reports including efficacy of the reports and

modification/revision of project reports to achieve the required standards.

- (iv) Review of requirements and costs estimations for statutory and other clearances
- (v) Help the teams preparing bid documents for each package along with detailed bill of quantities, appropriate technical specifications / drawings, as required

9.5 PMC will also

- a) Inspect the works / equipment at appropriate intervals during defect liability period and issue certificate
- b) Conduct review meetings and prepare, as an acting PMUs of APMSIDC, monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to APMSIDC
- c) Assist APMSIDC / PIU's of APMSIDC in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by the Employer
- d) PMC shall prepare an O&M plan as to be provided for in the APMSIDC's O&M manual and for the specific equipment installed by the contractor / vendor / supplier. O&M plans shall be incorporated in an operation and Maintenance manual which shall be followed by the O&M staff employed by the contractor / APMSIDC

Note:

- 1) The scope of work delineated in this ToR is indicative only. The PMC shall be required to perform all the activities required for successful completion of project in all respects, even if these works are not specifically mentioned in this ToR

- 2) The above all, whatever and wherever appropriate, must be ensured to be incorporated in the tender documents by PMC with the presumption that the rates quoted by the contractor / vendor / supplier includes the cost of the same and no additional payment for same will be made.

9.6 Asset management

Review/revise/modify & updating of the existing asset management registers and records with reference to the present asset and equipment status.

PMC will

- (i) Define the asset management mechanism and monitor to ensure that all existing assets like sub-centers, primary health centers, community health centers, area hospitals, District hospitals, Teaching hospitals, student hostels and staff quarters, medical colleges and district drug store, are, including its utilities, maintained in their absolute functional condition
- (ii) Define the Equipment management mechanism and monitor to ensure that all existing equipment and all other accessories of medical and health services infrastructure are maintained in their absolute functional condition
- (iii) All medical and other diagnostic equipment that are under warranty and guarantee periods are maintained by tracking their maintenance and to be got maintained by the original manufacturer.
- (iv) To define and track the all other equipment for their annual maintenance and track their maintenance for their absolute functional condition.

10. Team composition & qualification requirements

- The duration of the assignment shall be 36 calendar months.

- PMC shall deploy required professionals for fulfilling the scope of work given in this ToR. The proposed team composition and duration are indicated below. However, PMC may provide their team composition and duration within the same overall number of Key professional persons/ calendars months depending of their planned work Plan, ensuring full & successful implementation of the project and its components

10.1 PMC Team

The Consultant is encouraged to propose a staffing and mobilization plan, supported person-time input chart that best suits the needs of the Projects foreseen as **180 key professional person-months** to be required for this assignment over a three-year period. Consultants shall make the provision accordingly in their financial proposals.

The team of PMC key professional staff and their tentative inputs are given below

SI No	Name of the expert	key / non-key	Required			Total person-months required
			No	Duration	No of months	
Civil wing						
1	Team leader, Project Manager cum Procurement Expert (civil)	Key	1	Regular for total duration	36	36
2	Senior architect	key	1	Regular for total duration	36	36
3	Senior structural engineer	key	1	Intermittent	36	36
Drugs wing						
4	Project Manager (Drugs) with supply chain management background cum Drugs Procurement Expert	key	1	Regular for total duration	36	36
Equipment wing						
5	Project Manager cum Procurement Expert (Equipment)	key	1	Regular for total duration	36	36
Total number of key professional man-days required						180

Notes:

- (i) The Team Composition and proposed person-months by a Consultant shall be minimum the above key professional including support staff. However, a Consultant may propose additional staff as required by his work program and time table, so as to fit the best the given scope of the work under this assignment. The evaluation will involve only the above proposed key professional staff.
- (ii) The deployment of approved staff will be reviewed by the Employer on quarterly basis, based on actual needs of the project.
- (iii) Billing by consultant shall be according to the actually deployed and certified person-months by Employer.
- (iv) The Employer reserves the right to demand replacement of an expert / staff in case of his/her poor and/or unacceptable performance / non-performance.
- (v) The personnel schedule proposed by the Consultant for each quarter or shorter period, will be in accordance to the request of the Employer.

10.2 Qualification Requirements for the Key experts

Qualifications, experience & Skills	Responsible for
1) <u>Team leader cum Project Manager and procurement specialist for Civil</u>	
1) Candidate must have a degree in Civil Engineering with a post graduate degree in management (MBA) (Preferably in hospital management specialization)	Overall management and administration of all the projects and their components during planning, procurement, design and execution / implementation
2) The incumbent must have at least 2 years of experience as Team Leader / Resident Engineer and proven track record as Team Leader for preparation and implementation of a large project or as project manager for several projects concurrently.	Monitor that the overall procurement, contract management and implementation of all projects to complete within time lines as scheduled, suggest any alternative steps for early completion of works 3) Asset management

3) More than 15 years of total experience in the construction of infrastructure projects costing more than 1000 crores, Design, execution and quality of medical colleges, Hospital buildings, staff quarters, hostel blocks and drug stores etc	<ul style="list-style-type: none"> • Monitor the works of all contractors and consultants • Checking the design and structural drawings of all infrastructure, sanitary and water supply, electrical and mechanical etc submitted by the design teams / consultants and ensuring the completion as per plans and designs
4) At least 10 years of experience as procurement specialist / project manager in day to day monitoring of the project in respect of progress of the project as per the activities planned and scheduled to the actually achieved.	Visiting the project site as and when required for appraising the projects of their progress, quality and risk mitigation measures to the Team leader / MD, APMSIDC, by PPTs, for taking further necessary actions / decisions.
5) At least 3 years of experience in health care projects / relevant experience in similar projects.	Ensuring the quality project at all levels of construction and preparation of Project Completion Reports

2. Senior Architect

1) Candidate must be a Graduate in architecture from renowned institute / University with more than 15 years of experience in development of architectural plans for infrastructure projects and building.	1) Scrutiny of development plans, Architectural plans, utilities and other infrastructure and layout plans for the project as submitted by the architectural consultants
2) More than 10 years of total experience in the development of medical infrastructure projects, architectural plans , landscaping, medical colleges, Hospital buildings, staff quarters, hostel blocks and drug stores etc as per all guidelines, norms, statutory requirements of government buildings, GOs, NBC norms and IS standards	2) Ensure compliance of Architectural plans, utilities and other infrastructure and layout plans as per guidelines, norms, statutory requirements of government hospital buildings, GOs, NBC norms and IS standards, IPHS norms and MCI Norms.
3) At least 5 years of experience in such projects costing more than 1000 crores	4) Approve the designs and plans on ensuring the compliance of all statutory needs and requirements.
4) PG degree / PG diploma in project management specialization will be an added advantage	5) Suggest modifications to evolving plans for any new projects that are necessitated as and when required for the corporation.

3. Senior Structural (Design) Engineer

<p>1) Candidate must be a Post Graduate in civil engineering with structures specialization from renowned institute / University with more than 15 years of experience 15 years of experience in the design of infrastructure projects and building.</p>	<p>1) Involve in the preliminary discussions with design consultants in finalizing the standards of design, type of foundation to be adopted, location of Expansion joints, no of floors to be considered for design etc before commencement of the design by the consultants.</p> <p>2) Scrutiny and Vetting of the Designs and estimates of infrastructure projects, buildings etc as submitted by structural consultants.</p>
<p>2) 10 years of experience in the design of medical infrastructure projects, medical colleges, Hospital buildings, staff quarters, hostel blocks and drug stores etc of costing more than 1000 crores</p>	<p>3) To ensure the construction activities are implemented as per design in field;</p> <p>4) To assist in preparation of Project Completion Report</p>

4. Project Manager cum procurement specialist (Drugs)	
<p>1) Candidate must be a Post Graduate in B. Pharmacy with post graduate diploma / degree in management studies specialized in procurement / supply chain management from renowned institute / University with more than 15 years of experience 15 years of experience in the handling the procurement and supply chain management of (medical) drugs and surgical consumables.</p> <p>2) at least 5 years of experience in the supply chain management in making all products available in EML /ESL lists in all drug stores of the state and also to ensure equitable distribution of products among all districts.</p>	<ul style="list-style-type: none"> •Procurement of Drugs and Surgical Consumables which are in EML and ESL list and Scheme products. •Evaluation of Technical Bids and Financial Bids. •Calling of Demands on e-Aushadhi from the Health Institutions on Quarterly Basis. •By keeping sufficient buffers and cover lead time placing of Purchase Orders. •Monitoring of drug supplies •Conducting quality checks of each batch to switch them to active / inactive <p>Supply chain management:</p> <ul style="list-style-type: none"> •To ensure the availability of all the products in EML /ESL in all 13 district Central Drug Stores. •To ensure equitable distribution of products among the 13 district Central Drug Stores based on the demand /Consumption.
Project Manager cum Procurement Expert (Equipment)	
<p>1) Candidate must be a Post Graduate in Bio Medical Engineering with post graduate diploma / degree in management studies specialized in procurement / supply chain management from renowned institute / University with</p> <p>2) More than 15 years of experience in handling the procurement, maintenance and supply chain management of bio medical equipment and other allied services related to Health care Projects.</p> <p>2) at least 5 years of experience in the maintenance, conducting and managing the quality checks of all equipment including the latest MRI Scan, PET scan and CT scan equipments.</p>	<ul style="list-style-type: none"> • Ensure that all diagnostic equipment in all 13 districts of the state are functioning efficiently by visiting the equipment on site as and when required to inputs to the authorities concerned for taking necessary action in time • Monitoring the day to day activities related to Procurement, Maintenance and management of all Medical Equipment and other allied services related to Health care Projects and to suggest alternatives for early completion of projects • To suggest new and efficient equipment by keeping abreast of the new technologies coming up in the health care system • and any other work entrusted to him.

11. Reporting requirements of PMC and time schedule for deliverables

The following are the required reporting activities

(i) Review and revision of project reports:

This includes but not be limited to engineering feasibility studies, survey and investigation reports, detailed design and drawings, costs estimate, rate analysis social and environmental safeguard documents, economic and financial analysis and subproject appraisal reports, if any.

(ii) Preparation of bid documents

All contract documents of all packages to be completed progressively and concurrently with the revision of revision of project reports as in step (i)

(iii) Preparation of quality assurance and safety plans for each contract.

(iv) General reports on

- Monthly Contract Performance and Management Reports using any work management / Project Management IT tools for each contract during entire program period duly bringing out there on compliance of quality of work.
- Identification of hindrances in contract and resolving the same progressively
- Identifying deviations in contract BOQ and take action for approval of same and preparation of revised contract values.
- Contract Completion Reports for each project package.
- Monthly, Quarterly and Yearly Progress Reports
- Any other reports as required by AP MSIDC /PIU's
- All reports will be submitted to APMSIDC /PIU's in agreed time frame.
- Monthly status update on EMP and social safeguard to be

compiled in quarterly reports.

(v) **The following are the key deliverables to be submitted by consultant.**

- 1) Inception reports.
- 2) Documentation of all activities already completed in this project prior to placement of PMC
- 3) Action required reports after reviewing project reports
- 4) Monthly / Quarterly progress report on quality assurance of all works
- 5) Monthly progress report containing Physical and Financial progress of each work
- 6) Notes, Reports, Presentation and minutes of meetings with client and other consultants.
- 7) Performance reports of completed works under this project
- 8) Notes/reports required for approval, if any, from the client and any other statutory bodies
- 9) Mid-term review report.
- 10) Complete documentation of project completion or completion of the PMC assignment. Whichever is earlier
- 11) Compilation of status update of all social and environmental updates
- 12) Final report on project completion containing details of each work / project, consultancy services, goods and equipment procured under the project.

All Reports shall be submitted in five (5) hard copies in English and Electronic copies in soft copy (Pen drive) within the time lines given below

Sr. No.	Report	Time of Submission
1	Quality Assurance Manual (civil works) and procurement manual for drugs and equipment with mile stones of the entire project covering QC mechanism, acceptance criteria, type and frequency of tests, Standard observation sheets and documentation.	Within 15 days from commencement of the services.
2	Monthly reports on the activities in progress and major issues and the observations of the consultant.	Every month by 20th day of the following month.
3	Final completion report including the mile stones, status of audit notes, NCRs and their status etc	Within one month after completion of consultancy assignment.
4	Certificate regarding Quality of each work executed / Every equipment procured and commissioned.	Within one month after completion of work.
5	Recommendations regarding methods and procedures for evaluation and the system for monitoring the condition and maintenance of the assets created and maintenance of the equipment procured	Within one Six months from commencement of consultancy assignment.

12. Establishment of PMC office

- The Project requires that the main office of PMC will be established in Mangalagiri / Tadepalli / Vijayawada. The client will provide the office and the Consultant will have to operate from the APMSIDC own premises which is a fully furnished office accommodation for his staff.
- But the Consultant should also make his own arrangements for equipment, photocopies, communication facilities like telephones, web connections, facsimiles, and vehicles for transportation of office staff, etc.,
- The PMC services will be carried out for implementation period of 36 calendar months.

13. Inputs to be provided by AP MSIDC

The Consultant will work as PMC. APMSIDC will provide access to the required information and other assistance as required to effectively undertake the assignment. This includes

- Access to the Consultant to the office of AP MSIDC, office of PIUs at all district headquarters and field
- Laboratories, records and documents relevant to the project
- Other surveys and investigation facilities available with the client.