



Request for Proposal (RFP)
is issued by APMSIDC for
Selection of Service Provider for Providing MMU Services (104 services)
across Andhra Pradesh
(1st Call)

Tender No: 15/APMSIDC/2022-23

Dated: 12.01.2023

Managing director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of Dr YSR Aarogyasri Health Care Trust Representing the Governor of Andhra Pradesh for the state of Andhra Pradesh is procuring services related to operations and maintenance of MMU's (104)
Department of Health, Medical & Family Welfare,
Government of Andhra Pradesh

Disclaimer

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh” is procuring services related to Operations and Maintenance of MMUs (104).”

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

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

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

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

List of abbreviations:

Abbreviation	Description
AEBAS	Aadhar Enabled Biometric Attendance System
ANM	Auxiliary Nurse Midwife
AP	Andhra Pradesh
APMSIDC	Andhra Pradesh Medical Services & Infrastructure Development Corporation
APTS	Andhra Pradesh Technology Services Limited
ASHA	Accredited Social Health Activist
AWC	Anganwadi Centre
AWW	Anganwadi Worker
BDS	Bid Data Sheet
BG	Bank Guarantee
CA	Chartered Accountant
CC Camera	Closed-Circuit Camera
CHO	Community Health Officer
DD	Demand Draft
DM&HO	District Medical and Health Office
DMLT	Diploma in Medical Laboratory Technology
EHR	Electronic Health Records
EMD	Earnest Money Deposit
ERP	Enterprise Resource Planning
FDHS	Fixed Day Health Services
FPC	Family Physician Concept
FRS	Facial Recognition System
G o AP	Government of Andhra Pradesh
GNM	General Nursing and Midwife
GPS	Global Positioning System
GST	Goods and Services Tax
HR	Human Resource
IEC	Information Education and Communication
INR	Indian Rupee

RFP for Selection of Service Provider for providing MMU Services (104) across Andhra Pradesh

Abbreviation	Description
IT	Information Technology
LED	Light Emitting Diode
LOA	Letter of Award
MAM	Moderate Acute Malnutrition
MLHP	Mid-Level Health Provider
MLT	Medical Laboratory Technology
MMU	Mobile Medical Unit
MO	Medical Officer
MPHEO	Multipurpose Health Extension Officer
MPHA	Multipurpose Health Assistant
NHM	National Health Mission
NTEP	National Tuberculosis Elimination Programme
NVBDCP	National Vector Borne Disease Control Programme
OPD	Out Patient Department
PC	Personal Computer
PHC	Primary Health Care
PSU	Public Sector Unit
RFP	Request for Proposal
RNTCP	Revised National Tuberculosis Control Program
SAM	Severe Acute Malnutrition
TIA	Tender Inviting Authority, Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation (APMSIDC) on behalf of Dr.YSR Aarogyasri Health Care Trust, representing the Governor of Andhra Pradesh for the State of Andhra Pradesh is procuring services related to operations and maintenance of MMUs (104).
VHC	Village Health Clinic
VHNSC	Village Health Nutrition and Sanitation Committee
VS	Village Secretariat
EMPLOYER/CLIENT (OR) CLIENT/EMPLOYER	CEO, Dr.YSR Aarogyasri Health Care Trust, Mangalagiri

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1. Introduction

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

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

MMU services is a unique beneficiary outreach programme aimed at providing free primary healthcare services through MMUs at the doorstep of beneficiaries especially in areas that are hard to reach through a fixed day route schedule.

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

- i. Improved access to inaccessible villages with better route planning of MMUs
- ii. Increase in number of functional facilities, allowing more opportunities for referral to facilities at shorter distances, and
- iii. Better understanding of service packages that can be rendered through MMUs
- iv. Improved awareness of NCDs and health seeking behavior.

The Ministry of Health & Family Welfare, Government of India, released Operational Guidelines for Mobile Medical Units in 2015 as a reference framework for states to adopt good practices and improve use of MMUs. The guidelines include suggestions on context specific designs in both rural and urban areas.

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

The MMUs operate based on a range of parameters such as geography, mapping, routing, service packages for various contexts, norms for deployment, and appropriate human resource teams.

In view of the above, and as per the suggestion received from the Expert Committee on Health, Government of Andhra Pradesh, is considering revamping Operations & Maintenance of its 104 delivery services. Keeping the past experience in mind the GoAP has aimed to introduce Family Physician Concept through well equipped, fully staffed MMUs to enlarge the outreach arm of the

PHCs to the needy people of the state.

Under this FPC, every MMU will cover all the village secretariats in its jurisdiction twice a month. Each MMU is manned by the PHC MO and his/her field staff comprising of CO/MLHP, ANM, ASHAs, MPHEO, MPHS etc thereby integrating MMU functions with primary health center and bringing health services nearer to the people thereby realizing the family physician concept. A service provider at field level will operate and maintain the MMU along with their staff like Data Entry Operator and driver. **The operational guidelines for Mobile Medical Units in 2015 is not preferred for convenience and cost economy and for the employer's /client own reasons, there is nothing to direct the employer to follow those since only guidelines and not mandatory operational instructions for strictly to follow. Regarding penalties to deficiency of services by the service provider concerned, it is very clear and accepted as per RFP.**

1.1 Overall scope of current RFP

The purpose of this RFP is to invite proposals from interested parties to select eligible Service Provider for Delivery of MMU Services (104 services) across all districts of Andhra Pradesh. The detailed scope of work is provided in Section 5 of this RFP.

2. Bid Data Sheet

S. No	Information	Details
1.	Tender Inviting Authority (TIA)	Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh
2.	Purchaser/Client	Chief Executive Officer, Dr. YSR Aarogyasri Health Care Trust
3.	Name of RFP	Selection of Service Provider for Providing MMU Services (104 services) across Andhra Pradesh.
4.	No of vehicles	260 Numbers
5.	Contact details of Tender Inviting Authority	Designation: Executive Director Address: 2 nd Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503 E-mail id: aphmhidc@gmail.com Contact No: +91-8978644900
6.	RFP reference number	15/APMSIDC/2022-23, Dated: 12.01.2023
7.	Date and time of publishing of RFP on e-Procurement portal	20.01.2023
8.	Non-Refundable Tender Cost	INR 50,000 in form of Demand Draft (DD) from any nationalized bank preferably SBI in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Vijayawada

9.	EMD	<p>EMD amount is accepting and presently applicable of 1% as per G.O.M.s No.94 dt 01-07-2003, Modified by the GO RT no 266 F(HR-V-TFR-A and LEWF) dept.,dt 15-02-2021 that was extended by GORT No 117 F(HR-V-TFR-A and LEWF) Dt 17-05-2022.</p> <p>EMD & Security deposit/performance Guarantee-Bank Guarantee etc.,: In case of bank guarantee, the date of issue of the Bank Guarantee should not be more than six months old to the date of submission either for EMD or for Security deposit/performance Guarantee. The banker should be informed that the Bank Guarantee should not be liquidated without official consent in writing of the Client/ Employer.</p>
10.	Method of evaluation of bids	<ul style="list-style-type: none"> • Minimum 70 marks in technical evaluation • The method of selection is LCBS-Lowest Cost Bidder(L1) Based selection and same is undoubtedly subject to qualifying minimum Marks criteria and also in compliance with the Reverse tender Process as providing in G.O.Ms.No.67(WR-R),dt 16-08-2019, G.O.Ms.No.50 (WR-R),dt 15-10-2020 and G.O.Ms.No.79,Finance(HR.V)-TFR dept. 25-08-2020 and any further Government order with reference there to.
11.	Last date, time (deadline) and venue for receipt of proposals in response to this RFP notice through e-procurement portal, GoAP including scanned copies of tender fee and EMD	03.02.2023 @ 03.00 PM
12.	Date and Time of submission of technical proposal including original copies of EMD (Physical Copy), tender document fee (Physical Copy)	03.02.2023 @ 03.00 PM
13.	Date and time of opening of Technical Bids on e-Procurement portal	03.02.2023 @ 03.01 PM

14.	Date and time for Technical presentation	Will be intimated later
15.	Date and time of Opening of Financial Bid on e-Procurement portal	Will be intimated later
16.	Date and time of Reverse Tendering / Auction process	Will be intimated later
17.	Duration for Reverse Tendering / Auction	Reverse tendering / auction shall be conducted for 3 hours and extended further based on rules mentioned in Section 6.6
18.	Bid validity period	180 days
19.	Contract period	Till 30 th June 2027
	Forms and Annexures to be filled	<p>Form I: List of Equipment provided by Client with Warranty and CMC Timeline</p> <p>Form II: List and eligibility criteria of staff to be provided by Service Provider</p> <p>Form III: Drugs and Consumables list</p> <p>Form IV: Package of services to be provided by MMU</p> <p>Form V: Lab tests to be conducted in MMU</p> <p>Form VI : Tentative allotment of 260 MMUs to the districts</p> <p>Annexure 1: Letter of Proposal</p> <p>Annexure 2: Particulars of Bidder</p> <p>Annexure 2A: Declaration that the bidder is not blacklisted and not declared NPA</p> <p>Annexure 3: Previous project experience format</p> <p>Annexure 4: Format of Bank Guarantee for Bid Security</p> <p>Annexure 5: Format of Bank Guarantee for Performance Security/ Advance Payment</p>

		<p>Annexure 6: Format for Joint Bidding Agreement/ Consortium Agreement</p> <p>Annexure 7: Format for Power of Attorney for Lead Member of Consortium</p> <p>Annexure 7B: Format for Power of Attorney for Sole Bidder</p> <p>Annexure 8: Financial bid formatAnnexure 8A: Format – Price bid</p>
20	Make and Model of MMUs	1. Force Traveler T1 Delivery Van 3700 or equivalent [260 Nos.]

Checklist for the Bidder

S. No.	Bid Enclosures	Yes/No
1	Letter of Proposal	
2	Tender Fees	
3	DD / Bank Guarantee of EMD	
4	Particulars of the Bidder	
5	PAN card copy	
6	GST certification copy	
7	Pre-qualification documents	
8	Certificate of Incorporation of the Bidder	
9	Audited financial reports of the Bidder	
10	Blacklisting/Debarring certificate of the Bidder	
11	Technical qualification documents	
12	Financial proposal	
13	Whether all Forms and Annexures submitted as required in this RFP	

3. E-Procurement process

Inviting Bids through e-Procurement Portal

1. APMSIDC invites online bids (Two bid system) through e-Procurement portal from eligible bidders for Selection of Service Provider for Providing MMU Services (104 services) across Andhra Pradesh.
2. A complete set of bidding documents can be downloaded from <https://tender.apecprocurement.gov.in> as per the date and time provided in the bid data sheet. However, a scanned copy of the Demand Draft for INR 50,000/- drawn in favor of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Vijayawada shall be uploaded towards cost of Tender Document along with the bid, failing which the bid will be disqualified.
3. Eligible Bidders must submit their bids for the complete scope of work. Any bid submitted for incomplete scope shall be rejected.
4. Issuance of Bidding Documents will not be construed to mean that such bidders are automatically considered qualified
5. All bids must be accompanied by Bid Security as given in the table below, failing which the bid will be rejected
6. The submission of hard and duly scanned soft copies: The scanned copies of DD /BG towards tender document fee and EMD shall be uploaded along with bid through e-procurement portal online. As submission of original Hard copies of the uploaded scan copies of DD/BG towards EMD by the participating bidders to the Tender Inviting Authority (TIA) before opening of price bid is optional as per Govt. Memo No.ICD01-COOR0MISC/22/2020/REFORMS ,Dt 27-03-2020 and subsequent GO MS No.50 WR® Dept.dt.15-10-2020, the scanned copies of originals to be uploaded including for bank guarantee as EMD etc.by the bidders. Same could be verified with the issuing bank before relying on it. Equally for security deposit by the eligible bidder from LOA.it is the duty of the bidder to coordinate with the employer / client and the banker to give response by the banker to the letter of employer to bank on genuineness of bank guarantee. The banker shall be intimated that without letter of employer the bank guarantee cannot be revoked during its validity period. The bidders shall also furnish a declaration online stating that the soft copies of documents etc., uploaded by them are all genuine and original will be produced as and when required. Any incorrectness/deviation if noticed that can be viewed seriously and apart from cancelling of the tender and forfeiting the EMD, criminal action can be initiated including suspension from participating in the tenders/black listing and the like. If any successful bidder fails to submit the original hard copies of uploaded certificates / documents, online payment receipts /BG towards EMD/security deposit with in the stipulated time or if any variation is noticed between the uploaded documents and original hard copies submitted by the bidder,

the successful bidder will be suspended from participating in the tenders on E-procurement platform for period of 3 years forfeiting the EMD and also be blacklisted. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the TIA in the system. Besides this , the department shell invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will be displayed in the e-procurement platform website.”

7. APMSIDC will not be responsible for any costs or expenses incurred by the bidders in connectionwith the preparation or delivery of bids.
8. APMSIDC reserves the right to reject bids without assigning any reason whatsoever.
9. In the event of date being declared as a holiday, the date for submissions of bids and opening of bids will be the following working day at the appointed time.

Procedure for offer submission:

1. The Bidders shall submit their response through e-Procurement portal at <https://tender.apecurement.gov.in> or <http://www.apecurement.gov.in/> by following the procedure given below.
2. **The Bidders shall register on the following websites to submit the bids online:**
 - **<https://tender.apecurement.gov.in> (for submission of pre-qualification, technical qualification, price bid formats and participating in the reverse auction)**
3. Offline bids will not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement portal.
4. The Bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online formats displayed in e-Procurement website. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurement website. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.
5. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement portal and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement portal.
6. Submission of Hard Copies: The scanned copies of DD/BG towards tender document fee and EMD shall be uploaded along with the bid through e-Procurement portal online. After submission of bid online, the Bidders are requested to submit the originals of DD/BG towards EMD and tender document fee to the Tender Inviting Authority as mentioned in the BDS. The Tender Inviting Authority will consider only the bids submitted through on-line over the copies of the paper-based bids.
7. APMSIDC shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hard Copies to avoid any discrepancy. The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the tender conditions.

8. Payment of Transaction Fee: All the participating bidders have to electronically pay a non-refundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement portal", as per the Government Orders placed on the e-procurement website.
9. Tender Document: The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement portal. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.
10. Bid Submission Acknowledgement: The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The APMSIDC and M/s. APTS are not responsible for incomplete bid submission by users.
11. How to Apply
 - a) Click at <http://www.apecurement.gov.in> or <https://tender.apecurement.gov.in> to download e-Procurement notification.
 - b) Read the complete document carefully.
 - c) Pre-qualification The submission of hard and duly scanned soft copies: The scanned copies of DD /BG towards tender document fee and EMD shall be uploaded along with bid through e-procurement portal online. As submission of original Hard copies of the uploaded scan copies of DD/BG towards EMD by the participating bidders to the Tender Inviting Authority (TIA) before opening of price bid is optional as per Govt.Memo No.ICD01-COOR0MISC/22/2020/REFORMS ,Dt 27-03-2020 and subsequent GO MS No.50 WR@ Dept.dt.15-10-2020, the scanned copies of originals to be uploaded including for bank guarantee as EMD etc.by the bidders. Same could be verified with the issuing bank before relying on it. Equally for security deposit by the eligible bidder from LOA.it is the duty of the bidder to coordinate with the employer / client and the banker to give response by the banker to the letter of employer to bank on genuineness of bank guarantee. The banker shall be intimated that without letter of employer the bank guarantee cannot be revoked during its validity period. The bidders shall also furnish a declaration online stating that the soft copies of documents etc., uploaded by them are all genuine and original will be produced as and when required. Any incorrectness/deviation if noticed that can be viewed seriously and apart from cancelling of the tender and forfeiting the EMD, criminal action can be initiated including

suspension from participating in the tenders/black listing and the like. If any successful bidder fails to submit the original hard copies of uploaded certificates / documents, online payment receipts /BG towards EMD/security deposit with in the stipulated time or if any variation is noticed between the uploaded documents and original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on E-procurement platform for period of 3 years forfeiting the EMD and also be blacklisted. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the TIA in the system. Besides this , the department shell invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent will be displayed in the e-procurement platform website.”

- d) Financial Bid shall be submitted online only
- e) The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

4. General References

- a. The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh”.
- b. Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
- c. Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh shall sign and implement the contract with the successful bidder.
- d. **Managing director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of Dr YSR Aarogyasri Health Care Trust Representing the Governor of Andhra Pradesh for the state of Andhra Pradesh is procuring services related to operations and maintenance of MMU's(104) hereafter shall be referred as “Purchaser/Client” in this document.**
- e. The Applicant who is providing response to this bid is hereafter referred as “Bidder” in this document.
- f. The Bidder who is successful in post evaluation of proposals according to terms and conditions of this RFP is hereafter referred to as “Selected Bidder / Service Provider”
- g. A vehicle supplier, hereafter referred to as “MMU Integrator/Supplier” shall be Client or authorized by the Client for providing fully equipped MMUs.
- h. ERC (Emergency Response Centre) would be setup for providing for 108 services and the same infrastructure would be leveraged for the provision of information, medical advice, counselling and grievance handling through 104.

5. Detailed Scope of Work

5.1 Responsibilities of selected bidder

5.1.1 Deployment of trained people and their management

1. Ensure that every MMU shall have at least one data entry operator for maintaining and updating EHRs and a driver for vehicle movement, present at the MMU. Consider weekly offs, holidays, leaves and time required for attending training programmes and accordingly plan buffer staff recruitment. **The bidder should provide uninterrupted services with define staff and as such it is the duty of service provider to have the staff to secure to provide the service without discontinuity.**
2. Service Provider would avail the services of the CHO/MLHP, ANM and ASHAs during

each MMU visit to the Village Health Clinic.

3. In case Existing staff (DEOs, drivers and supervisory staff) working in MMUs (104 FDHS) are available, these shall be taken-over by the successful bidder (those who pass the functional, life skills including values, attitude and service orientation) in consultation with the Client. Service provider shall make gap analysis and recruit, deploy and maintain a team of competent personnel for running the MMUs. Service Provider shall ensure that a suitable annual performance assessment system is put in place for all staff of MMUs for appropriate decisions w.r.t. salary revisions and promotion. Service Provider shall have the right to not to recruit/ discontinue services of any staff on whom any criminal cases are registered. . Services can be discontinued for persons on whom cases are registered. if there is any existing staff with such conditions their details will be at the time agreement. The Service Provider will ensure deployment of adequate personnel (both skilled and unskilled) as enumerated in Form II, to keep MMUs operational and capable of providing services as mentioned in this RFP and share the details on a regular basis to the client/employer.
4. The Service Provider will ensure deployment of adequate personnel (both skilled and unskilled) as enumerated in Form II, to keep MMUs operational and capable of providing services as mentioned in this RFP and share the details on a regular basis to the client/employer.
5. Provide managerial staff at Regional/Zonal level, District level, and Sub-District level. There shall be at least one supervisory staff (OE) for every 6 MMUs, one District Manager per district, one fleet manager per district and one Regional/Zonal Manager per region/zone. Tentative plan of allotment of 260 MMUs among the districts is here with enclosed with this RFP as form VI.
6. Service Provider shall deploy one Project Manager full time at the Emergency Response Centre for stakeholder coordination (MMU Integrator/Supplier, Emergency Response Centre and Client) and report to Client.
7. The salaries/ wages or other remuneration including by increments etc., benefits to be paid to the staff/ workers/employees and other personnel (both skilled and unskilled) of service provider shall be based on the market conditions and in compliance with the labour laws, rules, regulations, Govt. orders, circulars and other applicable laws and share the details on a regular basis to the client/ employer.
8. Service Provider shall mandatorily take comprehensive insurance coverage and maintain payrolls for all the staff.
9. The Service Provider shall be responsible for all statutory compliances such as

EPF and no additional payment shall be made by Government towards this. Service Provider shall also submit employee's salary slips, PF statement and other proofs required in compliance to various statutory provisions etc. to Government for monthly verification.

10. Service Provider is responsible to pay salaries to the staff by the end of the month and not later than 5th of the following month irrespective of the receivables from the client.
11. Staff so engaged/recruited/appointed by the Service Provider shall be exclusively on pay rolls of the Service Provider and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government.
12. Service Provider shall record attendance of the staff through Aadhar Enabled biometric device installed inside the MMU/ Facial Recognition System. The PHC Medical Officer, CHO/MLHP, ANMs and ASHAs biometrics/ FRS shall also be registered and recorded to capture their participation and involvement in the MMU services. **The employer is giving assurance to provide the linkage of biometric with Aadhar card (UIDAI) portal or Facial Recognition system as the case may be as being considered appropriate for adopting by the service provider.**
13. Service Provider shall record the attendance of all the supervisory staff through AEBAS/FRS and report to the Client on a daily basis.
14. Service Provider shall hire at least 75% of the personnel (skilled and non- skilled) from the locals of state of AP and every person engaged must be conversant with the local language (Telugu).
15. Service Provider shall be solely responsible for performance and conduct of the staff.
16. Service Provider must suitably factor in a reasonable yearly increment for other remuneration of other staff **and in compliance with the labour laws, rules, regulations, Govt. orders, Circulars and other applicable laws.**

5.1.2 Processes/SOPs/Protocols

Service Provider is responsible for defining the processes, detailed SOPs for each process and also medical protocols covering:

- a. The process covers the entire sequence right from patient visiting MMU, till the patient is diagnosed and prescribed medicines. It also extends to following up patients at their houses in the village even though they are prescribed medicines by the PHC or any other government hospital or Aarogyasri empanelled hospitals.

- b. All the interactions in various situations between MO, CHO/MLHP, ANM, data entry operator at MMU level and also visits to the AWC, Schools, home based visits should also be covered.
- c. Training manuals for MMU staff, for both new and refresher.
- d. The processes should also cover MMU location, scheduling of visits, backup deployment, MMU repairs and upkeep.
- e. The processes should be defined clearly, adhered to and reported deviations for improvement.
- f. Quality assurance- Service Provider shall deploy quality control team for every district consisting of a doctor, biomedical engineer and fleet manager for regular and surprise audits, covering MMU condition, equipment, drugs and consumables inside MMU, road worthiness of the MMU etc.
- g. **The Contractor shall be responsible for the adequacy, stability and safety of all Site and service delivery operations, of all methods of installation and of all the Works and service. The Contractor shall, whenever required by the Employer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works and in providing of service. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Employer/client.**

Note: Service Provider shall submit Process document within 30 days of signing of LoA.

5.1.3 MMU Upkeep and Maintenance

1. Inspect, check and accept all fabricated and equipped MMUs. List of Equipment with Warranty and CMC Timeline has been mentioned in Form I.
2. Park all MMUs at designated parking stations only.
3. Regular upkeep of the MMUs with fabrication & equipment including undertaking repairs at no extra cost to Client and MMU Integrator/Supplier. However, the repairs covered under standard warranty and standard insurance are taken care by the MMU Integrator/MMU Supplier. **The successful bidder/service provider has to ensure that all vehicles, machinery, equipment accessories and furniture etc must be taken care properly. The Contractor shall provide the Original Equipment Manufacturers Authorisations of all electronic, electrical and other critical equipment and Contractor's Documents specified in the Contract, and all Contractor's Personnel, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects. The Works and service contract shall include any work which is necessary to satisfy the Employer's Requirements, or is implied by the Contract, and all works and service which (although not mentioned in the**

Contract) are necessary for necessity or for affective completion, or safe and proper operation, of the Works and service in its sustainability to achieve the purpose of the project.

4. Over and above the standard warranty and standard insurance, all costs towards the repair, maintenance, all risks including war, strike, riots and civil commotion and other perils etc. shall be the responsibility of the Service provider. To cover these, the Service Provider may take additional insurance and warranty support towards vehicle repair/replacement of the vehicle if required.
5. Standard warranty shall mean all manufacturing defects associated with vehicle, fabrication and equipment. Standard insurance shall cover all the costs associated with accident, fire and theft for vehicle, fabrication and equipment. MMU Supplier is responsible for providing standard warranty and standard insurance. Any other issues which are not covered under these standard warranty and insurance shall be taken care by the Service Provider as it is the responsibility of Service Provider to maintain the vehicle, fabrication and equipment throughout the tenure of the project.
6. Standard warranty for vehicle and fabrication shall be for a period of three year and one year respectively and standard warranty for medical equipment is provided in Form I.
7. The employer/ client is not providing anything for any insurance coverage and it is for the service provider/ contractor for to insure or not at his own risk (subject to compliance of compulsory statutory insurance coverage to obtain) & thereby left open if at all to insure or not where optional and not compulsory, including for any vehicle, man power employed or engaged and machinery deployed or for any procuring storage & assembling of any components of the equipment and other devices and its operations and in use if any including for any loss or damage. If the service provider/ contractor fails to take out and or maintain in effect the insurance referred to supra, the service provider/ contractor, shall shoulder entire responsibility for nay client to make good for any contingency and with no liability of the employer/ client, much less to share with the service provider/ contractor to the third party or the workers or employees of the service provide/ contractor and the like. As it is for the service provider/ contractor to pay the compulsory insurance premiums at his cost and otherwise at his risk/ s including for the workers under workmen compensation act and the vehicles for third party insurance of persons or property and like and the service provider/contractor is not entitled to any reimbursement of insurance premium from the employer. further if there is any claim involving the client/ employer and pending in any court/ tribunal, the client/ employer can retain amount equal to the claim out of the payments to the service provider/ contractor till the service provider/ contractor makes good and produce proof of its clearance and satisfaction.
8. Fitness testing and certification through Transport Department must be taken care by the service provider as per the transport department norms.
9. Personal usage, wrong/ undesignated parking, willful damage of vehicle,

fabrication and equipment shall be considered as misuse of vehicle. All costs associated with misuse of vehicle shall be the responsibility of Service Provider.

10. In case of MMU vehicle breakdown, or being taken off road for whatsoever reason, Service Provider shall immediately inform the ERC/system integrator and the client. The service provider has to ensure that all the MMUs are operational for 26 service days in a month all the year round. In case the MMU is off road in these service days, the service provider shall ensure a buffer MMU in its place.
11. Follow all standards/procedures prescribed by MMU/equipment OEMs in day-to-day usage, including scheduled maintenance/scheduled services and submit the report to the client with regards to the above maintenance and service on a monthly basis.
12. Maintain fully equipped MMUs as per the MMU manufacturers maintenance schedules throughout the contract period to prevent any structural or functional deterioration of assets.
13. MMU maintenance protocol sheet to be filled periodically. Maintenance sheet will include: MMU maintenance parameters like the condition/level of engine oil, brakeoil and coolant level, clutch fluid, condition of air filter, tyre pressure, oxygen level, fuel level, proper working of siren, lights, charging of rechargeable equipment, availability of drugs, consumables, equipment check sheet and other hygiene factors and submit the report to the client on a monthly basis.
14. Necessary fuel for carrying operations on regular basis shall be taken care of by the Service Provider.
15. Under no circumstances, MMUs will be used to advertise the name, logo, other businesses and services of Service Provider.
16. All MMUs shall be on road at any given point of time.
17. Ensure best quality of service protocols and shall submit a half yearly report of clinical audit (done by a third party or as nominated by the Client).
18. Responsible for fumigation/hygiene of the MMU as when necessary/required, to prevent MMU acquired infection. Any changes in the branding of the MMUs including its repairs and maintenance is the responsibility of the service provider.
19. Provide comprehensive maintenance support such as repairing, regular servicing etc.
20. Submit "**monthly reports**" on vehicles including vehicle log books, vehicle condition etc.

21. Provide “**towing support**” in case of breakdown of vehicle at no extra cost to Government. Monthly status report on breakdowns, action taken and other details.
22. **Right of Termination** :-The failure of the service provider/contractor to comply with any of the above, entitles the employer/client to terminate the contract with 7 days advance notice or enables the employer to attend and comply and recover/ deduct from bills payable to the service provider supra. However, it no way enables the service provider to ask the employer/client to provide and recover.

5.1.4 Service Delivery

1. All vehicles shall be parked at identified PHC or any other Government hospital/ Government facility. Any changes in the parking station shall be intimated to the Service Provider and vice-versa. However, it is the responsibility of Service Provider to take care of vehicles, equipment and drugs including their security.
2. The Contractor has to make his own arrangements and at his own cost the manpower, water, drainage / sewerage and electricity or alternative power supply and any land for use and such other facilities and provisions including to site office etc., required for the works and service to the accommodation of his workers (skilled and un-skilled) and at work sites, fair wages/remuneration, statutory insurance of manpower, their security and safety measures, compliance of various statutory provisions for commencement, execution and completion of the works contract, save those specifically agreed to be provided by the employer/client in the RFP.
3. Service Provider would work in collaboration with the PHCs and the district health authorities for efficient delivery of healthcare services.
4. PHC Medical Officer shall provide diagnostic consultations to patients related to Communicable Diseases (CDs), Reproductive Child Health (RCH) and minor ailments. The complete package of services to be available at all MMUs is provided in Form IV. For NCDs, first diagnostic treatment should be undertaken at PHC. For continuation of medication and checkup, MMU may provide for the same.
5. MMU shall conduct non-invasive tests and refer all invasive tests to the VHC / nearest PHC.
6. Service Provider shall ensure that the drugs and consumables are made available to patients free of cost. The MMU wise drug safety stock has to be maintained and timely replenishment of drugs has to be maintained.
7. Service Provider shall enter MMU-wise drugs and consumables status in the e-aushadhi/ any other application provided by the Client, on a daily basis. The report

on drug and consumables availability, MMU wise has to be made available to the client. Collect required drugs and consumables from Central Drug Store as and when required. Drugs and consumables to be maintained in the MMU are mentioned in Form III.

8. Conduct clinics at the designated service locations in villages and hilly terrain as per pre-scheduled days with full strength of the staff and equipment and as per the Service Plan / Route plan/ Calendar for MMU as approved by the Client. The fixed schedule shall be provided by the Client after signing the contract.
9. During visits, MMU services would be available for all patients from 09:30- 04:30. PM. All MMU staff would visit and provide necessary care to elderly, new- born child, pregnant women, post-natal care, disabled, chronic patients, palliative care patients and infant patients at their residence. MMU along with the medical staff must also visit AWCs and conduct follow up visits specifically for Severely Acute Malnourished and Moderately Acute Malnourished children. MMU must also visit Schools located in the village secretariat and provide services including health education.
10. MMU shall be in operation in field as per schedule and shall cover all the VHCs. The Service Provider shall arrange necessary staff during the public holidays without violation of labor legislation provisions and rules. A minimum of 26 service days per month should be ensured for every MMU.
11. Diagnostic reports shall be provided to the patient/beneficiary on a neatly designed report card. Medicines shall be given in a pouch. Design and logo for the reports and pouch will be provided by the Client.
12. Conduct health awareness programmes through audio visuals and other IEC material approved by the Client.
13. All ante-natal women in the village should be examined by the PHC MO available in the MMU every month, and any high-risk pregnancy cases detected should be referred to suitable government health facility.
14. Display a board in all villages about the date and time of visit and also provide dedicated helpline number of Client for submission of grievance and feedback on quality of services provided. The Service Provider should give wide publicity through public address system about date and time of the MMU in the village.
15. Engage third party for calibration of the medical equipment and provide calibration Certificate.
16. Service provider shall not collect any amount or any tips from patients or their attendees. If they collect amount or any tips, they are liable for criminal prosecution for offences punishable under the Indian penal code.
17. **The contractor/service provider shall dispose of the pollutants and waste if any**

time to time during the execution of the contract works as per PCB norms with prior permission of the Employer or as and when required by the Employer.

5.1.5 Coordination with Government

1. The Service Provider is responsible for compliance¹ of statutory requirement under any law in respect of any asset and operation. The Service Provider shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance and will have to make good at its own cost.
2. Service provider shall communicate the names and addresses of the team manning a particular MMU during currency of the agreement and any change in composition of team must be intimated to the Authority nominated by the Client. The names of personnel working in the MMU shall also be displayed prominently in the MMU as well as in the application provided.
3. Service Provider will comply with confidentiality and privacy laws including patient details.
4. Requirements of any Act/Laws, promulgated by the Centre and State, will have to be adhered to by service provider.
5. Establish administrative office/ registered office comprising the names and designations of the staff management at Mangalagiri/ Vijayawada, Andhra Pradesh, and all communications shall be made from this office.
6. Project manager, required for monitoring MMU operations and services, shall be based at the Emergency Response Centre for managing overall operations, reporting, stakeholder coordination and issue resolution.
7. In case the Service Provider fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Service Provider shall be fully responsible to compensate/indemnify the Government for such liabilities.
8. All legal cases arising out of negligence due to improper use of equipment, inadequate/ wrong issuance of medicines, unsuitable prescription of medicines and services provided through MMU shall be borne by the service provider.

5.1.6 Coordination with MMU Integrator/Supplier

1. Always maintain medical equipment and drugs and consumables. It is responsibility of service provider to get faulty medical equipment replaced by

coordinating with MMU Integrator/Supplier. However, it shall be the responsibility of the Service Provider to replenish the drugs and consumables at all times to desired levels.

2. In case of failure of any equipment, service provider shall inform the same to the MMU Integrator/Supplier within one hour **with details and reasons**.
3. Tripartite agreement shall be signed between MMU Integrator/Supplier, Client and Service Provider related to maintenance, insurance and repair of vehicles and equipment.

¹ Statutory compliances are compliances in respect to any asset or activity and non-compliances of which amounts to breach of law and are subject to legal consequences including penalty which may include; payment of tax, obtain pollution clearance, registration, road permit, provident fund, ESI and fitness certificate, accidental claims etc.

5.1.7 Coordination with Emergency Response Centre

1. Every MMU shall be equipped with AVL/GPS device, Aadhaar enabled Biometric devices and Tablet/PC for online updating of data. These devices shall be provided and installed by System Integrator/Supplier in MMU. Connectivity to these devices such as SIM cards etc. including adequate data plans shall also be provided by System Integrator/ Emergency Response Centre. Any physical damage / mishandling to the electronic and other equipment provided by the System Integrator must be borne by the Service provider.
2. Maintain database of Electronic Health Records (EHR) of patients/beneficiaries. Online updating of patient records and diagnostic reports through Tablet PC or Laptop or mobile application from MMU to centralized system of Client is mandatory.
3. The details of every service provided at MMU, i.e. number of beneficiaries attended, number of patients treated, number of laboratory diagnostics conducted, and medicines provided etc., shall be made available to the Client via Emergency Response Centre.
4. In case of vehicle breakdown or repair, service provider shall report the incident immediately to the Emergency Response Centre and MMU Integrator/Supplier
5. Tripartite agreement shall be signed between Service Provider, Client and System Integrator for maximum coordination and robust delivery of healthcare services through MMUs. In case of scheduled services it is mandatory for the service provider to inform it through system integrator to the client.
6. Through the available IT interfaces/Applications, Service Provider shall perform following functions:
 - a. Patient Registration
 - b. Patient Record
 - c. Patient Referral
 - d. Laboratory Test Management
 - e. Patient Grievance & Redressal
 - f. IEC Management
 - g. Biometric authentication
 - h. Employee Scheduling and biometric attendance/FRS
 - i. Payroll Software of Service Provider for employees (attendance, leave, PF, salary slip, etc. and other employee convenience services)
 - j. Drugs & Consumables (Receipts, usage, requirement, status of fulfillment of indent)
 - k. Reporting
 - l. MMU/ Fleet and Management (fuel, tyre, battery, etc. management)

- m. Equipment Management
 - n. MMU maintenance sheet (Service schedules, breakdowns, fitness certification, etc.)
7. Service Provider, through available IT interface shall update following data for dashboard requirements
- a. Clinics Conducted
 - b. Patients Attended
 - c. Tests Conducted
 - d. Medicines Issued
 - e. RCH cases treated
 - f. CD cases treated
 - g. NCD cases
 - h. Other/ Minor Ailments
 - i. Home based visits
 - j. Visits to AWC and schools.
 - k. Biometric/FRS Attendance for Staff (Aadhar enabled)

5.2 Coverage of expenses of Service Provider

The operations and maintenance expense of the Service Provider shall include the following to deliver the scope of work mentioned in Section 5:

- i) Manpower/Staff related- Recruitment, training, Salary of MMU staff and Supervisory staff.
- ii) Fuel and other consumables (For items not provided in Form III)
- iii) Administrative Expenses.
- iv) Communication for supervisory staff- mobile phone, laptop, data charges, etc.
- v) Establishment of office at each district for planning and monitoring of staff and service delivery.
- vi) Repair and maintenance beyond the standard insurance and standard warranty of vehicle, fabrication and equipment.
- vii) Any other task assigned by the Government from time to time based on circumstances.

5.3 Duties and responsibilities of MMU Staff

i. PHC Medical Officer (PHC MO)

- a. PHC MO will be the overall in-charge for effective functioning of MMU. The other staff of MMU will work under his/her supervision on a day-to-day basis.
- b. In case of referral to the nearest facility, the PHC MO shall maintain suitable records (detail address and the cause of emergency in the register and log book of the vehicle) and issue a clear descriptive referral slip.
- c. PHC MO shall take immediate appropriate actions during outbreaks of diseases and epidemic and inform concerned DM&HO as well as to render assistance as required and feasible.
- d. PHC MO shall work in collaboration with the staff of district health authorities of concerned area.
- e. PHC MO shall work in coordination and cooperation with the health staff of the department, local authorities, Village Health Sanitation and Nutrition Committee (VHSNC) etc.
- f. Generate awareness regarding availability of MMU, services provided, frequency of visit and schedule of MMU.
- g. PHC MO shall visit the villages after the OP clinic and make home based visits, and conduct awareness programmes, visit schools and AWC in the concerned Village Secretariat till 4.30 pm.

ii. Local CHO/MLHP, ANM and ASHA at the village secretariat provided by the Government

- a. To assist PHC MO of the MMU in providing health care services as listed.
- b. To carry out all other relevant functions as tasked by PHC MO of the MMU.
- c. Generate awareness regarding availability of MMU, services provided, frequency of visit and schedule of MMU.

iii. Data Entry Operator

- i) Update following data for dashboard requirements through available IT interface
 - a. Clinics Conducted
 - b. Patients Attended
 - c. Tests Conducted
 - d. Medicines Issued

- e. RCH cases treated
- f. CD cases treated
- g. NCD cases
- h. Other/ Minor Ailments
- i. Visits to AWC, schools
- j. Home based visits
- k. Equipment functioning status
- l. Odometer readings and Service schedule dates
- m. Biometric/FRS Attendance for Staff (Aadhar enabled)

ii) Perform following functions through available interface:

- a. Patient Registration
- b. Reporting
- c. Patient Record
- d. Patient Referral
- e. Drugs & Supplies Status
- f. Staff Attendance through Biometric Devices/FRS
- g. Laboratory Test Management
- h. IEC management for health awareness
- i. Any other data entry required shall be undertaken by the operator

5.4 Responsibilities of the Client

1. Provide all fabricated vehicles to Service Provider, along with medical equipment, as listed in Form I, to be operated as MMUs.
2. Facilitate approvals from other State Government departments, if required for running of vehicles.
3. Provide drugs and consumables free of cost to Service provider through District Central Drug Store.
4. Provide suitable parking places for all MMUs.
5. Ensure attendance of PHC MO, CHO/MLHP, ANM, ASHA and MPHS/MPHEO of concerned village secretariat to attend the clinic and support the service provider for discharging their duties.
6. Constitute appropriate Committees both at State and District with appropriate delegation to ensure smooth implementation and operation of 104 services.
7. Authorize or empower Service Provider to carry out necessary task under purview of this assignment and to act as a State level Nodal Service Provider to provide health care services.
8. GPS based vehicle tracking systems will be installed in every vehicle by the System

Integrator.

9. Entrust Drug Inspectors to check to the quality of the drugs and medical equipment used in the MMUs.
10. Entrust RTA officials who shall intermittently inspect the condition and fitness of the vehicles.
11. Entrust Civil Supplies officials to check, on a sample basis, quality of the fuel used in the vehicles.
12. The findings of all the above-mentioned inspections by officials of Civil supplies, RTAs, Drug inspectors shall be recorded through app.
13. The Client shall verify minimum required qualifications of the staff hired by Service Provider to check the genuineness of the qualification & eligibility certificates and also for appraisal of the efficiency and capability to render service by staff of the service provider to be engaged time to time.
14. Ensure seamless coordination between Government and Service Provider in effective and efficient implementation of partnership agreement.
15. Liaison with other Departments or authorities critical to the functioning such as Police, Fire, Transport, Labor etc.
16. Ensure quarterly advance payment to Service Provider on submission of unconditional bank guarantee.
17. Supervise fleet management, data management, HR management etc. periodically and keep Government informed.
18. Ensure optimum utilization of MMU services by rational deployment of these units.
19. Co-ordinate with required departments for smooth functioning and appropriate grievance redressal in the districts.

Role of MPHS/MPHEO:

- a. Support MMU staff in conducting passive surveillance for any fevers and health incidents.

5.5 Financing model for selection of service provider

- a) The bidder is required to indicate all costs related to operations and maintenance of MMUs including fuel, providing salary to the staff, IT equipment/connectivity, in their financial bid.
- b) The salary of driver for MMU services shall be as per applicable GO or statute and law. The mode of payment of salaries for those designations mentioned in the GO shall be

decided by the Government and intimated to the Service Provider.

- c) All other salaries shall be as per market conditions. Bidder may consider annual increase in those salaries and suitably quote in the price bid. Payments shall be made by the Client to selected bidder on quarterly basis till 30 th June 2027 towards cost of providing operations and maintenance services. Review will be made on HR requirements and scope will be redefined periodically as and when required by the Client.
- d) The selected Service Provider must resolve all issues related to the employees who are employed in the erstwhile contract. If the selected Service Provider does not clear dues of the employees employed in the erstwhile contract, then the Client shall deduct those dues from the payment to be paid to the Service Provider.
XX.

6. Conditions of Eligibility of bidders

6.1 Pre-qualification criteria

S. No.	Eligibility	Documents Required
1.	<p>The bidder can participate as a Sole/Consortium. The sole bidder shall be any of the following registered in India:</p> <ul style="list-style-type: none"> a. Trust b. Society c. Company <p>Are eligible to participate.</p> <p>I) The Bidder must be either individual or a trust or society registered under the societies Registration Act-State or Central Act, or a company registered under the Indian Companies Act, 1956/2013 or other entity, including either Joint Venture or Consortium to a maximum of 3-members and among them any one can be either individual or a company or a regd. Trust or regd. Society or a registered partnership firm even and subject to the condition of the Joint Venture/ Consortium shall form into an unlimited liability registered partnership firm with names and description of all such partners should reflect with the Registrar of Firms. If by the time of submission of bid the Joint Venture/Consortium not already registered as unlimited partnership firm supra, subject to written undertaking by all partners concerned to register and furnish the particulars before entering into the contract from Letter of Acceptance, same can be accepted.</p> <p>In the written undertaking it must also be mentioned that none of them are disqualified either by black listing in any government contract within India nor involved in any criminal cases and no any insolvency or bankruptcy proceedings pending against them and none are foreign nationals and none are members or directors or partners in any other bids submitted for this RFP covered project.</p> <p>In case of non-compliance and false or wrong or misleading information, the EMD is liable to be forfeited and other Civil and Criminal legal recourse being taken.</p> <p>⚠ The Bidder shall also mention that they have the capabilities to deliver the entire scope as mentioned in the RFP.</p> <p>⚠ Each bidder shall submit only one bid</p>	<p>License/ Registration certificates as per applicable laws of the Government</p>

either individually or as an entity detailed supra and no member of any entity detailed supra cannot bid again as individually or member of another entity.

iv. The bidder should have Certificate of Incorporation/ Registration under companies Act, 1956/2013/ Indian Partnership Act 1932 / or under Societies Registration Act/s with Byelaws, memorandum and articles, and the meetings proceedings to show its existence in live and not defunct and proof of who are authorised to act as president and secretary etc. with detailed address particulars and if Registered under FCRA proof of it or of not receiving any foreign funds or contributions by affidavit proof also in this regard and audit reports of the society/trust and like suitable and eligible proof of identity and its legal status.

v. The Consortium /J.V. Agreement covered by partnership and the society/trust registered should clearly exhibit the responsibilities of each of the members. The non-lead member shall execute a Power of Attorney in favour of the Lead Member authorizing the Lead Member to conduct all business for and on behalf of the entity during (a) Tendering process and (b) execution and for successful performance of the tasks/works in case of award of work.

vi. All the Consortium /J.V. Partners shall execute a Power of Attorney in favor of one of its officers and similarly for trust/society in favour of its secretary to be the Authorized Signatory for signing the Bid Documents and also to undertake all other acts and deeds on the behalf of the Consortium /J.V./ trust/ society in connection with the Bid and the Contract.

vii. The Consortium /J.V. Agreement should contain a clause that in case the work is awarded, the agreement / deed is irrevocable by any one or all the members together until 3 months after completion of contract period.

In case of Extension of time granted by the employer, the deed is also deemed to be extended for the period of such extension granted by the employer and that it is irrevocable until 3 months after the completion of the extended period/s.

viii. The Consortium /J.V. Agreement should also include Consortium /J.V. members to agree that the above undertaking to be without any prejudice to the various liabilities of the members of the Consortium /J.V.(Contractor) including the performance security deposit (EMD) as well as all the other obligations for successful completion of the contract. The Consortium /J.V. members are jointly and severally responsible for

all Contractual obligation still completion of defect liability period plus 3 months, besides operation & maintenance if any irrespective of the share proportions of the Consortium /J.V. partners.

ix. In case of Consortium /J.V., in meeting the requirement of eligibility criteria the experience of each of the members of Consortium /J.V. shall be added together to arrive the combined eligibility of the Consortium /J.V. to determine the bidders compliance on financial and technical etc., eligibilities.

Regarding available bid capacity, in case of Consortium /J.V., the bid capacity of each of the members of Consortium /J.V. shall be added together to arrive the combined Bid capacity.

x. Change in composition of Consortium / J.V. is not permitted after submission of bids.

xi. In case any member of a Consortium /J.V. or society or trust bids either in individual capacity or as member or as Partner of the firm / Director/ MD of a company or as a member of another Consortium /J.V. bids for same work, all such bidders will be disqualified.

xii. Foreign Companies/ Firms/ Societies/ Trusts/ other Entities/ Individuals are eligible for participating in the bid either as members of a Consortium/ J.V. or as Directors of a Company to form as Partnership under the Indian Partnership Act showing the foreign entity/individual as co-partner/s. (since similar participation of Foreign entities provided in the earlier RFP's covered by Judicial Preview Process by findings Dated, 18-11-2019.

xiii. What is the three years experience of 2021-22, 2020-21, 2019-20 of minimum 50 vehicles deployed in India or abroad concerned, it is clarified for clear understanding of said experience at abroad by non-Indian national or NRI individual or entity can be considered if said individual or entity joined with Indian National Individual/entity to form as JV/ Consortium by formed as Partnership Firm under the Indian laws. However the BG (for EMD OR SECURITY DEPOSIT OR PERFORMANCE GUARANTEE) to be furnished is form Indian Nationalised or scheduled bank even from any of its branch at abroad for the convenience to ascertain its genuineness and the bidder shall co-ordinate in such even from the foreign branch with its Indian Branch to cause verify the same on genuineness.

xiv. All power of attorneys referred supra and any such or similar authorization shall be by a duly stamped and registered or notarized once under the Indian Laws and if it was executed at abroad by any Foreign/Individual or its authorized entity or NRI to be attested and processed

	<i>through the office of Embassy and stamped under the Indian laws.</i>	
2.	<p>The bidder (Sole/One of the consortium members) should have minimum 3 years of experience in either providing healthcare services such as MMUs or 102 JSSK programme etc. or emergency health response services such as 108 etc. at field level through at least 50 vehicles in India or abroad.</p> <p>(Emergency Response/ Call Centre experience will not be considered)</p>	<p>Work Order(s)/ Government agencies' self-certified experience certificate signed by its legal authority.</p>
3.	<p>The bidder (Sole/One of the consortium members) should have the annual operating income of at least INR 25 Crore shall be of each bidder to say either individual or entity and not for each member of the entity from similar activities in each of the last three financial years (2021-22, 2020-21 and 2019-20)</p>	<p>CA certificate/ Audited Financial Reports and IT returns. The chartered accountant's certificate must relate to income and other eligibility criteria shall not be more than six months old.</p>
4.	<p>The bidder should not have been disqualified/terminated or debarred or blacklisted or involved in criminal cases or not covered by any pending bankruptcy proceedings by any Central/ State Governments/ PSUs in India or by any Government agencies in abroad</p>	<p>Affidavit (Annexure 2A)</p>
5.	<p>Bidders receiving international funding for undertaking developmental programs in health sector must have FCRA registration and all other applicable laws/rules in India. However bidders if not receiving any foreign contributions, need not comply with this clause.</p>	<p>Proof of registration along with foreign contributions received and spent in health sector during the last three financial years (2021-22, 2020-21 and 2019-20)</p> <p>Separate CA certification for the last 3 financial years.</p>

6.	Bidder must have GST registration within the State of Andhra Pradesh.	Proof of GST registration certificate or Affidavit as mentioned in Point 7 in note below.
7.	The bidder shall provide an undertaking through an affidavit that all past dues shall be cleared to all staff employed earlier in 108 and 104 related services.	Affidavit

Note:

- 1 Similar activities mentioned at point no. 3 means delivery of Emergency health response services such as 108 or other healthcare services such as MMU or 102 JSSK programme etc.
- 2 The bidder can be individual/entity as detailed at the (conditions of eligibility)- Pre qualification criteria, at CI-6.1 in the table at S.No.1 of page 37 regarding prequalification of service provider – bidder, individual / entity etc.
- 3 The maximum number of permissible members in the consortium is three (3), international partner limited to one (1) is permitted.
- 4 In case of a Consortium, the bidders shall form a Partnership firm registered in India as per applicable laws. The partnership agreement and proof of partnership firm should be submitted by the bidder.
- 5 In case of a consortium, the bidders are not already registered as partnership firm, the Bidder has to provide an affidavit mentioning that the partnership firm shall be registered before bid finalization i.e., before signing of contract agreement. If the bidder fails to register the partnership firm before bid finalization, the bid shall not be accepted even though the bidder is declared as the successful bidder under reverse tendering process. For such default, the bidder's EMD will be forfeited and also be made liable for other civil and penal consequences.
- 6 In case the bidder is not already registered for GST in Andhra Pradesh, the Bidder has to provide an affidavit mentioning that the GST certificate shall be taken before bid finalization i.e., before signing of contract agreement. If the bidder fails to register under GST within the state of Andhra Pradesh before bid finalization, the bid shall not be accepted even though the bidder is declared as the successful bidder under reverse tendering process. For such default, the bidder's EMD will be forfeited and also be made liable for other civil and penal consequences.

- 7 The Bidder either Individual or other legal entity like Trust/Society/JV or Consortium or Partnership or Company even any member or Director of any of these applied for or availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years/whether DRT/NCLT proceedings pending or not, is not eligible to participate in the bid.

6.2 Evaluation criteria for technical proposal

The bidders who comply with prequalification criteria mentioned in Clause 6.1, shall be eligible for technical evaluation. The technical qualification requirements are provided below:

S. No.	Eligibility		Documents Required
1.	During the last five financial years (2017-18, 2018-19, 2019-2020, 2020-2021 and 2021-2022), the service provider should have the following:		Work order/ Proof of experience.
	Description	Marks	
	<p>During the last five financial years (2017-18, 2018-19, 2019-2020, 2020-2021 and 2021-2022) the service provider should have the following: Experience of operating and maintaining MMUs or similar type of mobile health services vehicles or emergency health response services such as 108 for Central/ State Governments/ PSUs/ Parastatal agencies in India or abroad: 5 marks for each project, subject to a maximum of 15 marks</p> <p>Note: Minimum vehicle numbers that the Service Provider should have maintained for any of the Central/ State Government/ PSUs/ Parastatal agencies, in each project should be 50.</p> <p>Similar projects mean MMUs or similar type of mobile health services vehicles such as 102 JSSK etc. or emergency response services such as 108 etc.</p>	15	

<p>2.</p>	<p>The Bidder as a Service Provider should have maintained following number of MMUs or similar type of mobile health services vehicles or emergency response services such as 108 during last five financial years (2017-18, 2018-19, 2019-2020, 2020-2021 and 2021-2022) on cumulative basis for Central/ State Governments/ PSUs/ Parastatal agencies</p> <table border="1" data-bbox="328 533 1158 846"> <thead> <tr> <th data-bbox="328 533 975 640">Description</th> <th data-bbox="975 533 1158 640">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 640 975 707">More than 100 numbers</td> <td data-bbox="975 640 1158 707">25</td> </tr> <tr> <td data-bbox="328 707 975 775">Between 50 and 100 numbers</td> <td data-bbox="975 707 1158 775">20</td> </tr> <tr> <td data-bbox="328 775 975 846">Less than 50 numbers</td> <td data-bbox="975 775 1158 846">15</td> </tr> </tbody> </table> <p>Similar type means MMUs or similar type of mobile health services vehicles such as 102 JSSK etc. or emergency response services such as 108 etc.</p>	Description	Marks	More than 100 numbers	25	Between 50 and 100 numbers	20	Less than 50 numbers	15	<p>Work order/ Proof of experience. At least one Client satisfaction certificate regarding the performance of services.</p>
Description	Marks									
More than 100 numbers	25									
Between 50 and 100 numbers	20									
Less than 50 numbers	15									
<p>3.</p>	<p>The Bidder as a Service Provider should have deployed personnel during the last five financial years (2017-18, 2018-19, 2019-2020, 2020-2021 and 2021-2022) for at least period of one year (Staffing of call center will not be considered)</p> <table border="1" data-bbox="328 1214 1158 1704"> <thead> <tr> <th data-bbox="328 1214 975 1281">Description</th> <th data-bbox="975 1214 1158 1281">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 1281 975 1424">Managing more than 400 people in similar projects for any Central/State Government/PSU/ Parastatal agencies</td> <td data-bbox="975 1281 1158 1424">20</td> </tr> <tr> <td data-bbox="328 1424 975 1565">Between 200 and 400 people in similar projects for any Central/State Government/PSU/ Parastatal agencies</td> <td data-bbox="975 1424 1158 1565">15</td> </tr> <tr> <td data-bbox="328 1565 975 1704">Between 100 and 199 people in similar projects for any Central/State Government/PSU/ Parastatal agencies</td> <td data-bbox="975 1565 1158 1704">10</td> </tr> </tbody> </table> <p>Similar projects mean MMUs or similar type of mobile health services vehicles such as 102 JSSK etc. or emergency response services such as 108 etc.</p>	Description	Marks	Managing more than 400 people in similar projects for any Central/State Government/PSU/ Parastatal agencies	20	Between 200 and 400 people in similar projects for any Central/State Government/PSU/ Parastatal agencies	15	Between 100 and 199 people in similar projects for any Central/State Government/PSU/ Parastatal agencies	10	<p>Work order/Proof of experience.</p>
Description	Marks									
Managing more than 400 people in similar projects for any Central/State Government/PSU/ Parastatal agencies	20									
Between 200 and 400 people in similar projects for any Central/State Government/PSU/ Parastatal agencies	15									
Between 100 and 199 people in similar projects for any Central/State Government/PSU/ Parastatal agencies	10									

4.	Bidder should have contributed to development of health sector in any State in India through setting up of health infrastructure, programmes at field level for health/ nutrition/ immunization/ sanitation camps. Programmes at field level for health/ nutrition/ immunization/ sanitation camps shall also mean providing health services such as 102 JSSK etc. - 10 marks	Supporting proof to showcase contribution
5.	<p>Technical presentation – 30 marks</p> <p>Technical presentation shall consist of following:</p> <ul style="list-style-type: none"> a) Approach & Methodology for providing delivery of services b) Coordination with vehicle provider and interface with Emergency Response Centre. c) Plan for MMU traveling to villages d) Staffing plan e) Replenishing medicines f) Vehicle servicing and maintenance g) Innovative ideas that will significantly improve delivery of services. 	Technical presentation to Evaluation Committee by Bidder

6.3 Preliminary Examination of proposals

- a) APMSIDC will examine the bids to determine whether they are complete and are in order.
- b) APMSIDC may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

6.4 Evaluation of proposals

- a. Three stage evaluation will be taken up for identification of successful bidder
 - i. Pre-qualification Evaluation
 - ii. Technical Evaluation
 - iii. Financial Evaluation
- b. Bidders who fulfill the eligibility criteria will be considered for technical evaluation and all other bids will be considered as non-responsive and will be rejected.
- c. Technical evaluation of bids will be done as per the criteria mentioned in Section 6.2. The bidder should score at least 70 marks to be qualified technically. Based on the technical evaluation, a list of short-listed applicants shall be prepared.

- d. The bidders, who are technically qualified (minimum 70 marks), will be eligible for financial evaluation.
- e. Financial bid shall consist of quarterly price that will be charged by the Service Provider for providing services under this engagement.
- f. The Bidder shall be selected on the basis of Lowest Cost Bidder (L1), having the lowest financial proposal, with a minimum of 70 marks in their technical proposals. The Reverse tendering/auction process will be conducted to finalize the L1 bidder. Detailed process of Reverse tendering / auction is defined in Section 6.6.
- g. The next ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.

6.5 Evaluation criteria for financial proposal

Bidders shall upload the financial proposal in the format at Annexure 8 (the “Financial Proposal”), clearly indicating the total cost of the service in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

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

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

6.6 Reverse tendering / auction process on e-Procurement portal

- a) APMSIDC will schedule reverse tendering / auction process on the e-Procurement portal, as per date and time published in the Bid Data Sheet. In case of any change in date and time, the same will be published on the website of APMSIDC/ E-Procurement portal.

Qualified technical bidders will also be communicated through e-mail the date and time for the conduct of reverse tendering / auction process.

b) Online reverse tendering / auction process

- i) The online Reverse tendering / auction process will be run on the total quarterly amount i.e., on 'A' (Refer Annexure 8A) to be paid to the Bidders.
- ii) Only the technically qualified bidders (70% technical score) will be permitted to participate in the reverse auction.
- iii) The 'opening price' i.e., start price for Reverse Auction will be the lowest (L1) price quoted by the Bidders amongst all technically qualified bidders.
- iv) The participating bidders can modify the quarterly service price for each vehicle. The system will calculate the total price of the bid based on the quarterly service charge per vehicle and the quantity of the vehicles. The 'Quarterly Total price', will be used to determine the Total cost of the bid.
- v) For the purpose of Reverse Auction, the minimum bid decrement will be INR 500 for Service Charge per unit vehicle per quarter.
- vi) Bidders can modify the quarterly service charge per vehicle, based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process.
- vii) Reverse Auction duration: The duration of the reverse auction is as mentioned in the BDS. All bidders are required to submit their online sealed bids during this period.
- viii) In case, if any bidder decides to lower the price in the last fifteen (15) minutes of the reverse auction duration, then the duration of the reverse auction will be extended for additional 15 minutes (Bid Received time + 15 minutes) to enable other bidders to participate further. Such extensions will continue as long as there is no bid received in the last 15 minutes.

6.7 Finalization of successful bidder

After completion of online reverse auction, bidder who quotes the lowest quarterly price shall be considered as L1. Post reverse auction, negotiations shall be undertaken towards finalization of bidder(s).

After the evaluation process and identifying the L1 bidder the entire evaluation process will be submitted before the Hon'ble JPP for its consideration.

6.8 Bid validity period

The Bids shall remain valid for 180 days from the date of submission for acceptance and the prices quoted shall remain for the duration of the agreement. The Client may request for further extension as deemed fit and the Bidder will send intimation of acceptance or otherwise of request for extension is deemed approved with three days of issue of such request.

6.9 Minimum number of Bids

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

6.10 Number of proposals

A Bidder is eligible to submit only one proposal.

6.11 Cost of proposal

The Bidders shall be responsible for all the costs associated with preparation of their Proposals and their participation in the selection process. The Client will not be responsible, nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

6.12 Acknowledgement by Bidder

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

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

6.13 Conflict of interest

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

- v. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - vi. Or any of its affiliates has been hired (or is proposed to be hired) by the TIA in implementing Service Provider Agreement.
 - vii. has a close business or family relationship with a professional staff of the Client who:
 - are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the procurement process and execution of the contract
- c) The bidder(s) who are selected as Service Provider(s) will not be eligible to operate "Emergency Response Centre" as mentioned in Section 4 General References of this RFP.

6.14 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 6.16.

6.15 Clarifications on RFP by TIA

Any Pre-bid meeting shall be confined only for clarifications and not to make any modifications on the preview - process under taken and findings given and compliance made in Form III of the Act for the reason the prospective bidder like any public can submit objections or suggestions if any to the tender documents covered by the RFP during the time given in the preview process .

6.16 Amendments/Modifications

At any time prior to the deadline for submission of Proposal, the TIA may, for any reason, at its own initiative may extend the Proposal Submission Date. Any such extension to the Proposal Submission Date will be posted only on the website and shall not be published in any newspaper and will be binding on all Bidders.

6.17 Preparation and submission of proposal

6.17.1 Language of bid

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

6.17.2 Format and signing of proposal

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

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

6.17.3 Technical proposal

- i. Bidders shall upload the technical proposal in the proposed formats, (the “Technical Proposal”).
- ii. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- iii. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- iv. The Client reserves right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.

6.17.4 Financial proposal

Bidders shall upload financial proposal in the format at Annexure 8 (the “Financial Proposal”) clearly indicating the total cost of the supply in both figures and words, in

Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

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

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

6.17.5 Submission of proposal

The proposal submission shall as per the e-procurement process

6.17.6 Proposal Submission Date

The Proposal Submission Date is listed in the Bid Data Sheet. The TIA may, in its sole discretion, extend the Proposal Submission Date by issuing a Corrigendum in accordance with Clause 6.16.

6.17.7 Late proposals

Proposals received by the TIA after the specified time on Proposal Submission Date shall not be eligible for consideration and shall be summarily rejected.

6.17.8 Bid fees and Earnest Money Deposit

- (a) The Bid shall be accompanied by non-refundable Tender Cost and Earnest Money Deposit (EMD) as mentioned in BDS in favor of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Vijayawada
- (b) No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be not considered.

- (c) EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of resultant agreement. EMD of successful Service Provider will be returned without any interest, after receipt of performance security as per terms of agreement.
- (d) EMD of Bidder may be forfeited without prejudice to other rights of the TIA, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid, or if it comes to notice that information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to aforesaid grounds, successful Bidder's EMD will also be forfeited without prejudice to other rights of the bidder, if he fails to furnish the required performance security within specified period.

6.17.9 Fraud and Corrupt Practices

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

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

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

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "Undesirable practice" means
 - establishing contact with any person connected with or employed or engaged by TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.18 Confidentiality

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

6.19 Clarifications from Bidder

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

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

6.20 TIA's Right to accept/reject any proposal or all proposals

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

6.21 Award of Contract

6.21.1 Notification of Award

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

6.21.2 Performance Security

- a) EMD amount since refundable after bid validity period, which is 1% on ECV is as per the G.O.Rt.No.117, dt.17-05-2022 during the concession period (extension of G.O.RT. No:266, Finance (HR-V-TFR- A&L- EWF) Dept., dt.15.02.2021), which is since modification to GOMS No.94, dt.01.07.2003; the bidder declared eligible with LOA shall furnish security deposit as performance guarantee which shall be paid in the form of Bank Guarantee in favour of the TIA for Employer/client which is to be obtained from any Government owned Public Sector Bank or any Scheduled Commercial Bank or to be paid through Net banking/ RTGS/ NEFT from the Registered Bank Account. As the contract period is till 30th June, 2027, the contractor shall undertake to pay or furnish the Deficit Bank Guarantee Amount as Performance Security during continuation of the contract period, after expiry of the concession period of G.O.Rt.No.117, dt.17- 05-2022 to comply the original 7.5% performance security balance besides other amounts to recover from bills as per GOMS No.94.
- b) The BG to be furnished is at a time for entire contract period and to furnish for any deficit sum as above after cessation of concession of G.O.Rt.No.117, dt.17-05-2022 from the undertaking supra. Otherwise the BG to be furnished is initially for two years and to extend or furnish fresh one during the contract period for every two years or balance period of less than two years if any, subject to the written request of service provider and written order so permitting by the TIA.
- c) Any non-renewal as supra of the performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default from which there is automatic termination of the contract without prejudice to take other legal recourse by imposing penalty, compensation, blacklisting etc. as the case may be.
- d) The BG shall not be encashed by the contractor without written permission after satisfactory completion of the contract and from certification of no dues only and the Bank has to be intimated not to release the BG without written order of TIA for its release.
- e) No any mobilization advance can be provided to the contractor/s pursuant to the State Government's norms vide G.O.Ms.No.83, Water Resources (Reforms) Dept., dt. 17-12-2019.

6.21.3 Signing of contract

After acknowledgement of Letter of Award (LOA) by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from date of issuance of LOA. Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign Agreement within stipulated time, their performance security shall be forfeited and appropriated by the Client. In such an event, the Client may invite next ranked Bidder for negotiations and may issue LOA to him.

6.22 Disqualification of the bidder

- a) Any misrepresentation/improper response may lead to disqualification of the Bidder.
- b) In case it is found during evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement
- c) If the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client without the Client being liable in any manner whatsoever to the Applicant, as the case may be. In such an event, the Client shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the Client as mutually agreed for, inter alia, time, cost and effort of the Client without any other right or remedy that may be available to the Client

6.23 General Conditions of Contract

6.23.1 Definitions

- a. "Contract" means the Contract Agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all RFP clauses, negotiations, attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Service Provider as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Service Provider in

accordance with the terms and conditions set forth in the Contract.

- f. "Employer/client means the entity purchasing the services viz., the Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of "Dr. YSRAarogyasri Health Care Trust, representing the Governor of Andhra Pradesh for the state of Andhra Pradesh in procuring services related to the Operations and Maintenance etc., of MMUs- (104)."
- g. "Service Provider" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.

6.23.2 Relationship between the parties

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

6.23.3 Law Governing the Contract

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

6.23.4 Language

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

6.23.5 Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Special Conditions of Contract. The term "in writing" means communicated in written form with proof of receipt.

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

6.23.6 Taxes and Duties

- i. All bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- ii. All customs duties, excise duties and other levies payable by Service Provider on goods, equipment, components and any other items used for their consumption or dispatched directly to Client by the Service Provider or their sub-Service Providers shall be included in the bid price and any such taxes, duties, levies additionally payable will be to Client's account and no separate claim except GST on this account will be entertained by the Client.
- iii. The Service Provider shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Client or the Service Provider in pursuance of the

Contract, if applicable. Tax liability, if any, on Service Provider's personal income & property shall be borne by the Service Provider and shall be responsibility of the Service Provider as per Tax Laws of India.

- iv. Client shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Service Provider under the contract.

- v. If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Service Provider in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

6.23.7 Effectiveness of Contract

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

6.23.8 Reporting obligations

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

The Service Provider further agrees to maintain confidentiality of data and records and commits that such data and records will not be shared with any third party for any purpose.

6.23.9 Expiration of Contract

Unless terminated earlier pursuant to Clause 6.23.13 and Clause 6.23.14 here of, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

6.23.10 Entire Agreement

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

6.23.11 Modifications

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

6.23.12 Force Majeure

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

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

6.23.13 Service Provider's Default

The following shall constitute Service Provider's default

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

6.23.14 Termination/Suspension of Service Provider

If the Service Provider is not performing the duties in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the services, the Client may give notice to the Service Provider requiring him to make good such failure or neglect within 15 days of receiving the notice. In case the default continues beyond two notices, Client shall have the right to

Any such suspension/ termination shall be without prejudice to any other rights of powers of the Client, or the Contractor under the Contract.

Service Provider shall continue its performance of the contract during arbitration proceedings unless the Client shall order suspension. If any such suspension is ordered, the reasonable costs incurred by the Client and occasioned thereby shall be added to the Contract Price. No, payments due or payable by the Client shall be withheld on account of pending reference to arbitration.

The service provider once entered contract agreement, cannot withdraw, nor ask for novation, alteration or tinker with any of the contract terms and conditions, but for withdrawal if at all with mutual consent and that too with six months advance intimation to the client if at all willing, to make substitute arrangements, otherwise from default in performance makes liable for forfeiture of any amounts due and also the performance security, with all legal and contractual consequences under the contract.

6.23.15 Disputes and Modes of settlement of claims / dispute and place of exclusive jurisdiction

- a) If during the contract period any dispute or difference arises, the Contractor within one month therefrom shall initially by a written representation submit to the TIA for his decision thereon and the TIA shall within one month therefrom give his decision in writing which is final. If the contractor is not satisfied with the same within fifteen days of its service on him, he shall give in writing to refer the same as dispute for decision to appoint an in-house arbitrator by the TIA-viz., There shall be an in-house arbitration for settlement of several small claims and the Chief Engineer/ Chief General Manager of the State Government of A.P. concerned with the projects, operation & maintenance as the case may be who is other than the TIA shall be the Arbitrator to be nominated by the TIA and to whom the dispute is to be referred by either party to the dispute and only upto the limit of Rs.10,00,000/- as sole Arbitrator as it is a welcome feature to save time, money and manpower of both parties by providing the limit upto Rs.10,00,000/-
- b) No doubt, the Government of Andhra Pradesh (while under the composite state) issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated.30-01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs. Modified proceedings to G.O.Rt.No.116 supra are yet to be issued increasing said sum of Rs.10.00 Lakhs to Rs.10 Crore, from the cost of the work & service components in the present prevailing price from the estimates as per SOR are also increased many more times when compared to past 20 years.
- c) From the above, it is directed that where the claim is below Rs.10.00 Lakhs to settle by in house arbitration supra as per the Indian Arbitration Act, 1996 amended from time to time and where the claim is above Rs.10.00 Lakhs, it is up to Rs.10 Crores the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre, (ICADR), Andhra Pradesh, to nominate a sole Arbitrator from their panel (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.10 Crores till State Government issue modified proceedings by virtue of the above directions).

- d) Further, where the claim value in dispute is above Rs.10 Crores, since the service and works contracts coming for judicial preview are all above Rs.100 Crores value, it is only to invoke the jurisdiction of civil courts of Mangalagiri (Guntur District) within the State of Andhra Pradesh by excluding jurisdiction outside the State.
- e) So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA of Andhra Pradesh at Mangalagiri of Guntur District, by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.
- f) The language shall be in English with any translation to English from documents in local language with due certification.
- g) The expenses in internal arbitration shall be borne by respective parties and expenses and fees of the sole Arbitrator (external) shall be borne equally by both parties subject to final **decision on** costs by sole external Arbitrator. The fees is as per Schedule IV of the Arbitration Act, in addition to the remuneration payable to the ICADR.

6.23.16 Confidentiality

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

6.23.17 Use of contract documents and Information

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

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

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

6.24 Special Conditions of Contract

6.24.1 Performance Security

- a) EMD amount since refundable after bid validity period, which is 1% on ECV is as per the G.O.Rt.No.117, dt.17-05-2022 during the concession period (extension of G.O.RT. No:266, Finance (HR-V-TFR- A&L- EWF) Dept., dt.15.02.2021), which is since modification to GOMS No.94, dt.01.07.2003; the bidder declared eligible with LOA shall furnish security deposit as performance guarantee which shall be paid in the form of Bank Guarantee in favour of the TIA for Employer/client which is to be obtained from any Government owned Public Sector Bank or any Scheduled Commercial Bank or to be paid through Net banking/ RTGS/ NEFT from the Registered Bank Account. As the contract period is till 30th June, 2027, the contractor shall undertake to pay or furnish the Deficit Bank Guarantee Amount as Performance Security during continuation of the contract period, after expiry of the concession period of G.O.Rt.No.117, dt.17- 05-2022 to comply the original 7.5% performance security balance besides other amounts to recover from bills as per GOMS No.94.
- b) The BG to be furnished is at a time for entire contract period and to furnish for any deficit sum as above after cessation of concession of G.O.Rt.No.117, dt.17-05-2022 from the undertaking supra. Otherwise the BG to be furnished is initially for two years and to extend or furnish fresh one during the contract period for every two years or balance period of less than two years if any, subject to the written request of service provider and written order so permitting by the TIA.
- c) Any non-renewal as supra of the performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default from which there is automatic termination of the contract without prejudice to take other legal recourse by imposing penalty, compensation, blacklisting etc. as the case may be.
- d) The BG shall not be encashed by the contractor without written permission after satisfactory completion of the contract and from certification of no dues only and the Bank has to be intimated not to release the BG without written order of TIA for its release.
- e) No any mobilization advance can be provided to the contractor/s pursuant to the State Government's norms vide G.O.Ms.No.83, Water Resources (Reforms) Dept., dt. 17-12-2019.

6.24.2 Access to Service Provider's Premises

The Client and/or his authorized representative shall be provided access to Service Providers' and/or his sub-contractors premises, at any time during the pendency.

6.24.3 Inspection – Checking - Testing

The Client can inspect the vehicle at any date without any intimation to the service provider.

The Client or its representative may inspect and/or test any or all the medical equipment medicines to confirm their conformity to the standards of maintenance prescribed by the OEM/ Client.

If the vehicle, equipment or medicines are not as per the requirements of this RFP, the Service Provider shall rectify the deficiency to the satisfaction of the Client's representative.

6.24.4 Operational Cost and Penalties:

The operational cost will be calculated as follows:

- 1) Let's say the operational cost per MMU/month is Rs. "X".
If the MMU completes a minimum of 26 Service days in a month, it will be considered as fully operational and its operational cost will be considered as Rs. "X".
- 2) If in case, the MMU covers 24 days in a month, then the actual operational cost is calculated as = Rs. "X" – (service charge per day * number of non-service days).
- 3) Service charge per day is calculated as Rs. "X" divided by number of calendar days in that month.

The penalties shall be as per the following:

S. No	Performance Parameter	Description and incidence of default	Penalty
1.	Availability of MMU	<p>Minimum days of service in a month is 26</p> <p>Not adhering to minimum number of days of service is a default.</p> <p>An MMU will be considered as available and operational only if the GPS report confirms the movement of the vehicle between the base location and service point.</p>	per day service charges x no. of non-working days, will be deducted
2.	Availability of staff per MMU	<p>Staff not available in MMU as per the data from the FRS/AEBAS system only. Staff attendance at base location as well as service point through AEBAS/FRS only</p>	25% of per day charges x no. of days of non-availability

		will be considered.	
3.	Any shortfall/ default found on inspection by SHS/DHS authorized District representatives	<p>1. Poor cleanliness, non-hygienic storage of consumables</p> <p>2. Non-availability of drugs and consumables as per the enclosed list at Form III.</p> <p>3. Non-functioning of major equipment;</p>	Penalty of Rs 1000/- per MMU 1st time for every shortfall/ default and subsequently Rs. 2000/- per MMU (Individually for every shortfall/ default)
		<p>4. Improper maintenance/ non-updating of log book, stock register, PCR record, vehicle maintenance record as prescribed by the client;</p> <p>5. Non-functioning of Air-conditioning of MMU.</p>	
4.	Documentation and reporting	Submission of information desired by GoAP in the 104 IT applications as per the stipulated time frame. 24 hours timeline to be provided for submission of information as desired by GoAP.	Penalty of Rs 1000/- will be imposed for every default.
5.	Operationalization of all MMUs	MMUs has to be operationalized and in condition to provide healthcare services as per Agreement at all the time during the Concession Period.	<p>98% for first two Years from Appointed Date and 95% post completion of two years till the Concession Period</p> <p>Rs. 20,000/- per day for every percentage below the threshold</p>

6.	Functional availability of equipment in MMU	Non-reporting of non-functional equipment. If in case status of the equipment is not reported in the application by the service provider, it is deemed to be default.	Number of instances of non-functioning of equipment * 500
7.	Maintenance of MMUs	In case of vehicle is taken off road due to maintenance/repair work of the vehicle as per the standard practice suggested by OEM or pointed out by Client, the Service Provider shall Undertake maintenance/repair the vehicle within 72 hours	If the Service Provider does not provide the repaired vehicle within 72 hours, then the Service Provider is liable for a penalty of INR 5,000 per day per vehicle. In case of Major repair / Accident, a relaxation is allowed up to 10 days with prior approval of the client. After that Rs 5000 per day per vehicle penalty can be levied.
8.	Maintenance of MMUs	Maintenance/repair work of the equipment installed/fix in the vehicle shall be undertaken as per the standard practice suggested by OEM or pointed out by Client, within 48 hours.	If the Service Provider does not provide the repaired equipment within 48 hours, then the Service Provider is liable for a penalty of INR 1,000 per day per each equipment. In case of Major repair of the equipment, a relaxation is allowed up to 4 days with prior approval of the client. After that Rs 1000 per day per equipment will be levied.
9.	Maintenance of MMUs	Maintenance/repair work of the fabrication in the vehicle shall be undertaken as per the standard practice suggested by Fabricator or pointed out by Client, within 72 hours.	If the Service Provider does not repair the fabrication related defects within 72 hours (apart from the standard warranty provided by the fabricator), then the Service Provider is liable for a penalty of INR 1,000 per day per defect. In case of major repair of fabrication, a relaxation is allowed up to 5 days with prior approval of the client. After that Rs 1000 per day will be

			levied.
10	Maintenance of MMUs	Preventive maintenance as required for vehicles and equipment shall be completed in a day. Each scheduled service (SS) must be recorded in the application by the service provider. Time period between each SS can only be considered for evaluating penalty	Rs 2000 for each day of delay.

Note:

1. Service Provider would be granted a stabilization concession period of maximum one month from date of commencement of the contract to recoup with any problems in leading to smooth functioning of the contractual obligations by the service provider concerned for respective contractual scope. No penalties shall be levied during this period by the Client on the Service Provider.
2. For penalty clauses mentioned above, it is to be noted that, any default on account of Government/Client or MMU Supplier's lack of support, penalty shall not be levied on Service Provider.
3. In the event of an accident, it is the responsibility of the Service Provider to inform the Supplier/Emergency Response Centre about the accident, the Supplier shall, upon receiving the information, notify the client/Emergency Response Centre and Service Provider within six hours regarding seriousness of the accident. The Client shall then consider not levying penalties on case-to-case basis.

6.24.5 Compliance of minimum wages act and other statutory requirements

1. The Service Provider shall comply with all the provisions of Minimum Wages Act/ Rates of Government and other applicable labor laws issued by Government from time to time. The Client is not responsible to that effect. The Service provider shall also comply with all the other statutory provision including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Service provider for providing the services, biomedical waste management, bio safety, occupational and environmental safety.

2. The Service provider shall maintain confidentiality of medical records.
3. The Service Provider shall be registered under the labor laws and respective EPF, ESI etc.

6.24.6 Insurance and Warranty

- a) Service Provider, at his cost, shall purchase and renew all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Client against all perils and risks. The insurance covers to be taken by the service provider shall be in the name of Client. Service Provider shall however be authorized to deal directly with the insurance company.
- b) Service Provider shall submit the insurance and warranty documents to Client from time to time.
- c) Service Provider shall take insurance for all his staff engaged under this contract.
- d) The insurance required to be taken by Service Provider shall cover all risks including war, strike, riots and civil commotion etc. Notwithstanding the extent of insurance cover, the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the Service Provider shall be liable to make good the full availability as per Client's requirements.

6.24.7 Damages for Mishap/Injury

The Client shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service provider while performing duty on behalf of Client. All liabilities, legal or monetary, arising in that eventuality shall be borne by service provider.

The service provider is the sole custodian of the Government properties handed over to him (Vehicles, Equipment etc). Service provider shall attend damages to the Government property handed over to him with his own funds.

6.24.8 Indemnity

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

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

6.24.9 Performance Review

A quarterly review meeting will be held and attended by appropriate levels of officials of Service providers to consider the performance, anticipated outcome of the agreement

and future service developments and changes. Further meetings may be arranged at any time to consider significant variation in the terms of conduct of the agreement and where corrective action on either part is indicated.

The Service Provider agrees to consider introduction of any further service in line with any new initiative of the Government or in response to local demand which could not be anticipated earlier and that such services should be provided without any extra cost.

6.24.10 Health and Safety

Service Provider agrees to adequately train, instruct and supervise staff to ensure as is reasonably practicable, the health and safety of all persons who may be affected by the services provided under the agreement. Helpline numbers where patients can lodge their complaints to be displayed on MMU.

6.24.11 Data Protection, Confidentiality and Record Keeping

All service users have a right to privacy and therefore all information and knowledge relating to them and their circumstances must be treated as confidential. Service Provider must advise all staff on the importance of maintaining confidentiality and implement procedures which ensure that service user's affairs are only discussed with relevant people and agencies.

Service Provider shall comply with all legislations, which otherwise would have been applicable had the services been run directly by the Government agencies.

6.24.12 Staffing

The Service Provider will ensure that, it always has sufficient and well-trained staff to ensure that services comply with all the statutory requirements and also to meet the patient needs. The staff for operating and maintaining the MMU need to be provided by the Service Provider.

6.24.13 Sub-Letting/Sub-Contractor

The service provider shall not sub-let or sub-contract any work but for to take for any portion of the project work any assistance of any expert under him, else to form a consortium of registered partnership before bidding.

6.24.14 Terms of payment

- a) The Service Provider shall raise invoice showing the contract price and GST amount separately.
- b) The Client shall make advance payment for each quarter including GST, as per the amount quoted by the Service Provider in their financial proposal.
- c) The first quarterly payment shall be paid after signing of contract and Service Provider shall submit invoice along with necessary documents in first week of every

subsequent quarter. The invoice submitted by Service Provider shall be for delivery of services provided in previous quarter for which advance payment has already been made by the Client.

- d) The Client shall process the invoice and any clarifications to the bills submitted will be sought within 7 working days of receipt of bills and total amount to be paid to Service Provider for previous quarter shall be finalized within 15 working days after receipt of clarifications so sought from Service Provider.
- e) If there are any deductions that are to be made against the submitted invoice of previous quarter, the amount shall be adjusted in next advance quarterly payment to be paid to Service Provider.
- f) The Client or any other agency, as per existing rules of the Government, will have the right to examine the invoices as required under relevant rules. If such examination reveals any extra payment already provisionally made, the extra amount will be adjusted from the payment due to the Service Provider after due intimation.
- g) In case of any claim by any workman pending in any court of law or tribunal involving the employer also with the contractor, the employer is entitled to retain amount in relation to the claim from pending or even from final bill of contractor till the claim is cleared”

6.24.15 Client Audit

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

The service provider shall ensure best quality of services and protocols and shall submit a half yearly report of clinical audit (done by a third party or as nominated by the Client).

6.24.16 End of service period (Contract Expiry Date)

The contract expiry date is 30th June 2027 from the date of signing the contract. A comprehensive performance review of Service Provider(s) and its staff would be conducted at the end of two (2) years and subsequently the Client would have the right to extend the services for full term or terminate the contract or make necessary changes in scope of work and staffing.

Note :- The above General Conditions of the Contract incorporated are from the formats with modifications if any. It is made clear thereby that the General Conditions of the Contract are to be read as subject to the Special Conditions of the Contract. Further, in case of inconsistency or irreconcilability between the General Conditions of the Contract and the Special Conditions of the Contract, the Special Conditions shall prevail over the general conditions.

Annexures

Form I: List of Equipment provided by Client

Form II: List and eligibility criteria of staff to be provided by Service Provider

Form III: Drugs and Consumables list

Form IV: Package of services to be provided by the
medical team at MMU clinic site

Form V: Lab tests to be conducted by medical team at MMU clinic site

Annexure 1: Letter of Proposal

Annexure 2: Particulars of Bidder

Annexure 2A: Declaration that the bidder is not blacklisted and not declared NPA

Annexure 3: Previous project experience format

Annexure 4: Format of Bank Guarantee for Bid Security

Annexure 5: Format of Bank Guarantee for Performance Security/ Advance Payment

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

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

Annexure 7B: Format for Power of Attorney for Sole Bidder

Annexure 8: Financial bid format

Annexure 8A: Format – Price bid

Form I: List of Equipment provided by Client

S.No.	Medical	S.No.	Non Medical
1	Weighing Machines Adults Simple	1	Public Address System
2	Weighing Machines Baby Simple	2	Amplifier
3	Stethoscope	3	Drinking water
4	B.P. Apparatus	4	Waste Collecting Bins
5	Hemoglobin meter (Digital)	5	Stool
6	Nebulizer	6	Chairs
7	Ambu bag Adult	7	Fire Extinguisher (with fixing stand)
8	Ambu bag Pediatric	8	Digital clock
9	Torch & Spot light	9	Extension Box
10	Glucometer (Digital)	10	Emergency light
11	Needle cutter (manually operated)	11	Inverter
12	Height Measurement Instrument	12	Bed Linen
13	Ophthalmoscope	13	Table cloth
14	Otoscope	14	Foldable tables
15	ECG Machine- 12 Channel		
16	Snellen's chart	S.No	IT Equipment
17	Tuning fork	1.	Laptop
18	Clinical Thermometer	2.	Mobile Phone
19	Oxygen cylinder	3.	Dongle/4G Hotspot
20	Flow Meter - Back Pressure Compensated	4.	AEBAS device
21	Humidifier with Metal / ABS Caps	5.	GPS device
22	Regulator Single Stage		
23	Tourniquet		
24	Fetal-doppler		
25	Wound Care Kit		
26	Gynec Examination Kit		
27	Examination Torch		

Note:

- Any repair and maintenance which are covered under the standard warranty period and CMC shall be the responsibility of the MMU Integrator/Supplier.
- For equipment & consumable without the standard warranty period, beyond the standard warranty period and CMC, it is the responsibility of the Service Provider to maintain, repair, replace the equipment.

Form II: List and eligibility criteria of staff to be provided by Service Provider

Name of the Staff	Minimum Qualifications	No. of persons per MMU
Data Entry Operator	Any Graduate	1
Driver	SSC and Heavy Vehicle License	1

Form III: Drugs and Consumables list

SI	S.No	ITEM Name	Category
1	Antibiotics	Albendazole Suspension 200 mg/ 5 ml in 10m1 bottle	U
2		Amoxycillin +Clavulanic Acid Oral Suspension	U
3		Furazolidone Suspension IP 25mg/5m1,60m1	U
4		Cefixime oral suspension 100mg / 5m1 in 60m1 Bottle	U
5		Ofloxacin Suspension 50 mg /5 ml , 60 ml	U
6		Albendazole Tablets (Chewable) IP 400 mg	U
7		Amoxicillin Capsules IP 500 mg	U
8		Amoxycillin 500mg + 125mg Potassium Clavulanic Acid Tablets IP	U
9		Azithromycin Tablets IP 500 mg	U
10		Cefixime Dispersible Tablets USP 100 mg	U
11		Cefixime Tablets IP 200 mg	U
12		Ciprofloxacin Tablets IP 500 mg	U
13		Doxycycline HCL Capsule IP 100 mg	U
14		Metronidazole Tablets IP 400 mg (Film Coated)	U
15		Cotrimaxazole Tablets IP 160mg + 800mg	U
16		Benzoic Acid + Salicylic Acid Ointment 6% Benzoic Acid + 3% Salicylic Acid Ointment in 100grams tube - Ointment	U
17		Framycetin Sulphate Cream 1% w/w 30gm tube	U
18	Anti Diabetic	Glimepride Tablets IP 2mg	U
19		Glimepride Tablets Ip 1mg	
20		Metformin Tablets IP 500 mg	U
21	Anti Hypertensive drugs	Atenolol Tablets Ip 50mg	U
22		Amlodipine IP 5mg	U
23		Telmisartan Tablets BP 40mg	S
24		Hydrochlothiazide	
25	Anti Thyroid	Levothyroxine Tablets 50mcg	U
26		Levothyroxine Tablets Ip 100 Micrograms(Un Coated)	U
27	Anti Diarrheal	Oral Rehydration Salts IP (ORS) 20.5gm WHO formula with citrate salts	U
28		Metronidazole benzoate Oral Suspension IP 100mg/5mi in 60m1	U
29		Zinc Sulphate Dispersible Tab 20mg	
30		Zinc Syrup in 20 mg /5 ml in 100 ml bottle	U
31	Anti Emetics	Domperidone Suspension IP 1 mg / ml in 30m1 bottle	U

32		Domperidone Tablets IP 10 mg	U
33	Anti Tussives & Broncodilators	Ambroxal Syrup 30mg/5m1 60 ml bottle	U
34		Levocetirizine Syrup 2.5mg/5m1 in 60m1 bottle	U
35		Salbutamol Sulphate Syrup IP 2 mg / 5 ml in 100 ml bottle	U
36		Etophylline 77mg + Theophylline 23mg Tablets IP	U
37		Levocetirizine dihydrochloride 5mg +Montelukast 10mg tablet	U
38		Salbutamol Sulphate Tablets IP 2 mg	U
39	Antipyretic	Paracetamol Syrup IP (Non Alcohol based) 125 mg / 5 mi in 60m1	U
40		Paracetamol Tablets Ip 650mg	U
41		Paracetamol Tablets IP 500mg	U
42	NSAIDs & Analgesics	Acetyl Salicylic acid Tablets IP 75mg	U
43		Diclofenac Sodium 50mg Tablets IP (Enteric coated Tablets	U
44		Serrapeptidase Tablets IP 10mg	U
45	Anti Fungal	Clotrimazole Cream IP 2% 30gm	U
46		Fluconazole Tablets Ip 200mg	
47		Itraconazole Capsule 100 Mg	
48	Multi vitamins & Nutrients	Ascorbic Acid Tablets IP (Chewable) 500 mg	U
49		Calcium Citrate 1000 mg+ Vit. D3 200 I.U. Methycobalamin 500 mcg+ Folic Acid 5mg + Pyridoxine Hcl 10 mg	U
50		Folic Acid Tablets 5mg	U
51		Multivitamins Tablets (Therapeutic)	U
52		Vitamin A and D Therapeutic	U
53		B Complex Therapeutic (Nfi Iii)	
54		Iron & Folic Acid Tablets adult(Red)	U
55		Laxative	Bisacodyl Tablets IP 5 mg(Enteric Coated)
56	Anti histamines	Chlorpheniramine Maleate Tablets Ip 4 Mg	U
57		Cetirizine Hcl Tablets IP 10mg	
58	Antacids/PPIs	Aluminium Hydroxide + Magnesium Hydroxide and Semithione Tablets USP 250mg+250mg + 50mg	U
59		Pantaprazole (Enteric Coated) Tablets 40mg	U
60		Ranitidine Hcl (Film Coated) Tablets Ip 150 Mg	
61	Statins	Atorvastatin Tablets IP 10mg	U
62	Emergency Medicines	Dexamethasone Inj IP 8mg/2m1	U

RFP for Selection of Service Provider for providing MMU Services (104) across Andhra Pradesh

63		Etophyline 84.7mg +Theophyline 25.3/ml in 2ml	U
64	Anti Spasmodics	Dicyclomine Hcl Tablets 10 mg	U
65	Diuretics	Furosemide Tablets IP 40mg	U
66	Eye/Ear Drops	Gentamicin Eye Drops Ip 0.3% In 5ml W/V	T
67		Hydroxy Propyl Methyl Cellulose Eye Drops 0.3% in 10 ml	U
68		Ciprofloxacin Hcl Eye /Ear Drops Ip 0.3% W/V In 5 MI	
69		Xylometazoline Nasal Drops 0.1% W/V 10 ml	T
70	Disinfectants	Povidone Iodine Ointment Usp 5%, 30gm	S
71	Anti Epileptic	Phenytoin Sodium Tables Ip 100mg	U
72		Sodium Valporate Tab 500mg	U
73	Anti Scabicide Agents	Permethrin Cream 5% 30gms tube	U
74	Anti Angina	Isosorbide Dinitrate Tablets 10mg	U
		Hydrogen Peroxide Solution Ip 6% In 200ml	
		Surgical Spirit Solution BP in 500ml	

Form IV: Package of services to be provided by the medical team at MMU clinic site:

S. No	Service	Description
1	Maternal Health	Early diagnosis of Pregnancy, Early registration, MCH Cards, Birth Planning (and preparing mothers and families in remote areas to shift to a facility at least one week before the due date, or to a maternity hut), Regular Ante-natal check-ups every month; includes Screening for Hypertension, Diabetes, Anemia, TT Immunization for Mother, Iron-folic Acid & Calcium Supplementation, Identification and referral High Risk Pregnancy, Post Natal Cases, Counselling, support and motivation for institutional delivery, Nutrition, enabling Take Home Rations (THR) for pregnant women through Anganwadi worker.
2	Neonatal and Infant Health (0 to 1 year old)	Examination of low birth weight / preterm newborn / other high risk newborns and management or referral (as required), Counselling and support for early Breast Feeding, improved weaning Practices, Identification of congenital anomalies, other disabilities and appropriate referral, family / community education of Prevention of infections, Complete Immunization, Vitamin A supplementation, Care of Common illnesses of newborn, AGE with mild dehydration, pneumonia case management.
3	Child and, Adolescent Health	Growth Monitoring, Prevention through IYCF counseling, access to food supplementation – convergence with ICDS, De-worming, Immunization, prompt and appropriate treatment of diarrhea/ARI, referral where needed, detection of Severe Acute malnutrition (SAM), referral and follow up care for SAM, Prevention of anaemia, use of iodised salt; Prevention of diarrhea, Pre-school and School Child: Biannual Screening, School Health Records, Eye care, De- worming, Early detection of growth abnormalities, delays in development and disability, Adolescent Health Services: personal hygiene, Detection & Treatment of Anaemia and other deficiencies in

S. No	Service	Description
		children and adolescents.
4	Reproductive health and Contraceptive Services	Identifying eligible couples, and motivating for Family Planning delaying first child, spacing between two children, Access to spacing methods – OCP, ECP condoms, IUCD insertion and removal, RTI treatment – Syndromic management / partner treatment, First aid for GBV – link to referral centre and legal support centre.
5	Management of chronic Communicable Diseases	Tuberculosis; HIV, leprosy, Malaria, Kala-Azar, Filariasis, other vector borne disease – identification use of RDT/prompt treatment initiation, vector control measures, Sputum collection for TB, RDK + Lab testing and treatment for all vector borne disease examination, follow up medication compliance, Prevention – mass drug administration in filarias, immunization for JE.
6	Management of Common Communicable Diseases & Basic OPD care (acute simple illness)	Diagnosis and management of common fevers, ARIs and diarrhoeas, Urinary Tract infections, skin infections (Scabies, abscess), indigestion, Acute gastritis. Symptomatic care for aches and pains.
7	Management of Common Non-Communicable Diseases	Undertake screening for over 35 age group, at MMU on an annual basis or Opportunistic Screening for diabetes and hypertension, Hypertension / Diabetes mellitus – Medication, follow up diagnostics, refer for specialist consultation and early referral for complications, silicosis, Fluorosis – follow up care, Diagnosis of common respiratory morbidities (COPD and bronchial asthma) and treatment in all “Chest symptomatic”, Epilepsy – early case identification, enable specialist consultation through referral.
8	Management of Mental illness	Community education and Preventive measures against Tobacco use and Substance Abuse, Identification of people for De-Addiction Centres, Referral of cases with mental illness, follow up

S. No	Service	Description
		medication, counseling / support.
9	Dental Care	Education on Oral Hygiene & Substance Abuse, in community and schools, recognition of dental fluorosis – Referral for gingivitis, dental caries, oral cancers, Treatment for glossitis, candidiasis, fever blisters, aphthous ulcers;
10	Eye Care / ENT Care	Screening for blindness and refractive errors, Community screening for congenital disorders and referral, counseling and support for care seeking for blindness, other eye disorders first aid for nosebleeds, recognizing congenital deafness, other common ENT conditions and referral, Eye care in newborn, Screening for visual acuity, cataract and for Refractive Errors, Identification & Treatment of common eye problems – conjunctivitis; spring catarrh, Xerophthalmia, first aid for injuries, referral, Management of common colds, Acute Suppurative Otitis media, (ASOM), injuries, pharyngitis, laryngitis, rhinitis, URI, sinusitis.
11	Geriatric Care	Management of common geriatric ailments; counselling, supportive treatment, and Pain Management
12	Emergency Medicine	Snake bites, scorpion stings, insect bites, dog bites, Stabilization care in poisoning and referral first aid, trauma of any cause, Minor injury, abscess management.
13	Natural Calamities (Floods/ Cyclones)	Medical care for Diarrhea, gastroenteritis, upper respiratory infections and all other diseases arise due to the calamity at evacuation camps
14	Festivals & Mass Gatherings	First Aid & treatment of Minor Ailments
15	Other activities	<ul style="list-style-type: none"> ▪ Service at Village shandy's ▪ Clinical screening at schools and other institutions ▪ Training on health-related services to ASHAs or any other organization who Government may intimate time to time

S. No	Service	Description
		<ul style="list-style-type: none"><li data-bbox="751 360 1453 472">▪ Distribute spectacles to required people in the village. (Spectacles shall be provided by the State Government under different scheme)<li data-bbox="751 488 1453 555">▪ Any other activity notified by the State Government from time to time

Form V: Lab tests to be conducted by the medical team at MMU clinic site:

- 1) Estimation of Hemoglobin percentage
- 2) Random blood sugar
- 3) ECG
- 4) Blood Smear for Malaria / RDT
- 5) Urine
 - a. Albumin
 - b. Sugar
- 6) Urine Pregnancy Test
- 7) Any other tests as prescribed by client from time to time.

Form VI: Tentative allotment of 260 MMUs to the districts

District Name	MMUs Allotted
ANANTAPUR	7
SRI SATYA SAI	3
Y S R KADAPA	3
ANNAMAYYA	3
KURNOOL	15
NANDYAL	6
CHITTOOR	13
TIRUPATI	7
NELLORE	7
PRAKASAM	11
BAPATLA	8
GUNTUR	4
PALANADU	4
KRISHNA	8
N.T.R	7
ELURU	17
WEST GODAVARI	13
EAST GODAVARI	16
KAKINADA	15
KONASEEMA	15
ALLURI SITHARAMA RAJU	6
ANAKAPALLI	16
VISAKHAPATNAM	1
VIZIANAGARAM	19
PARVATHIPURAM MANYAM	12
SRIKAKULAM	24
TOTAL	260

Annexure 1: Letter of Proposal

(To be submitted by Bidder on Letterhead)

Date:

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

RFP Ref:

RFP Name: Selection of Service Provider for Providing MMU Services (104 services) across
Andhra Pradesh

Dear Sir,

- 1) All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 5) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Bidders
- 6) I/We to the best of our knowledge certify that, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

- 7) I/We to the best of our knowledge further, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 8) I/We agree and understand that the Proposal is subject to the provisions of the RFPdocument. In no case, shall I/We have any claim or right of whatsoever nature if our Proposalis not opened or rejected.
- 9) I/We agree to keep this offer valid for 180 days from the Proposal Submission Date specified in the RFP.
- 10) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully

Place:

()

Date: Signature of authorized signatory

Designation and Official seal

Annexure 2: Particulars of Bidder

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of the Bidder Company:
5. Core business activities:
6. Number of years in business
7. Worldwide presence:
8. Presence in India:
9. Total no. of employees:
10. No. of vehicles owned
11. No. of MMUs being operated and maintained across the country:
12. Details of main branches in the State of AP:
13. Details of contact persons:
14. Any other details:

Name:

Designation:

Contact tel. No:

Mobile no.:

Fax no.:

Email ID Postal address:

(Signature of Authorized signatory)

Annexure 2A: Declaration that the bidder is not blacklisted and not declared NPA

(Affidavit to be submitted by the bidder)

{Place}

{Date}

To,

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

Subject: Self Declaration of not been blacklisted in response to the RFP for “Selection of Service Provider for Providing MMU Services (104 services) across Andhra Pradesh.”

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the Central Government/State Government/PSU/Parastatal agencies in India or abroad on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Annexure 3: Previous project experience format

Assignment name	Contract Value
Country	Duration of assignment
Location within the country	Start/Completion Date
Name and Address of the Client	
Description of services provided	

Kindly provide supporting documents such as contract/work order/completion certificate copy etc.

Annexure 4: Format of Bank Guarantee for Bid Security

Whereas ----- (hereinafter called 'the Bidder') has submitted or will submit the proposal for RFP dated ----- for “<Insert name of the RFP>” to Andhra Pradesh Medical Services & Infrastructure Development Corporation (hereinafter called "the APMSIDC")

KNOW ALL MEN by these presents that WE ----- of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the APMSIDC to the sum of -- ----- for which payment well and truly to be made to the APMSIDC, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this -----day of ----- 2022.

THE CONDITIONS of this obligation are:

- 1 If the Bidder, withdraws its bid during the period of bid validity specified by the Bidder in the RFP; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the APMSIDC during the period of bid validity.
 - a) fails or refuses to execute the Proforma for Contract, if required; or
 - b) fails or refuses to furnish the Bank Guarantee for Performance Security, in accordance with the conditions mentioned in the RFP.

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

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

Authorized Signatory of the Bank

Annexure 5: Format of Bank Guarantee for Performance Security/ Advance Payment

To

The Chief Executive Officer

Dr. YSR Aarogyasri Health Care Trust

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

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

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

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

This guarantee is valid until the _____ day of _____.

Signature and seal of Guarantors

Date _____

Address _____

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

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

AMONGST

1. {....., a Company/Society/Trust registered under the} and having its registered office at..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a Company/Society/Trust registered under the} and having its registered office at..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a Company/Society/Trust registered under the} and having its registered office at..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

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

WHEREAS,

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

Now it is hereby agreed as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

Responsibilities of the Parties are detailed below:

S.No	Party Name	Role on Project

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement that will be signed with the Client upon selection for the Project.

6. Representation of the Parties

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

- A. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- B. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;

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

7. Termination

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

8. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER (BIDDER) by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

(Name)

(Designation)

(Address)

In presence of

1.

2.

Annexure 7A: Format for Power of Attorney for Lead Member of Consortium

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other authorized representative of the Client or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Client.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____ 2019.

For _____

(signature)

(Name & Title)

For _____

(signature)

(Name & Title)

For _____

(Name & Title)

(Executants)

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

Witnesses: [Notarised]

1.

2.

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).

Annexure 7B: Format for Power of Attorney for Sole Bidder

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms... (name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **<Insert RFP Name>** including signing and submission of all documents and providing information / responses to the APMSIDC representing us in all matters before APMSIDC and generally dealing with APMSIDC in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200_

For _____
(Name, Designation and Address)
Accepted

_____(Signature)
(Name, Title and Address of the Attorney)

Date : _____
Note:

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

Annexure 8: Financial bid format

To

Managing Director

APMSIDC

2nd Floor, PHYCARE Building, Plot No. 9, APIIC IT park, Autonagar

Mangalagiri, Andhra Pradesh

Subject: RFP for “Selection of Service Provider for Providing MMU Services (104 services) across Andhra Pradesh”

Dear Sir,

Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.

I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.

I/We agree to abide by this proposal/bid for a period of 6 months from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period or the extended bid validity period.

Unless and until the formal agreement is signed, this offers together with your written acceptance thereof shall constitute a binding contract between me/us and the Government of AP.

We submit the Format - Price bid as appended herewith.

Yours faithfully

Signature of the authorized signatory

Annexure 8A: Format – Price bid

S. No.	Components	Quarterly Service Charge Per Vehicle (INR)*
1	Service provision	<A>
Total		<A>

All bidders shall submit the detailed cost breakup for “A” both before (online) and after reverse tendering (in hard copy format). The cost breakup format for A is provided below:

S. No	Components of service provision	Quarterly Service Charge per Vehicle (INR)*
1	Manpower	
2	Fuel	
3	Repairs and Maintenance of vehicle, equipment and fabrication.	
	Warranty & insurance including AMC.	
4	Administration expenses	
5	Total	

Note:

- *Price should be exclusive of GST. GST shall be paid by the Client as applicable during the invoice payment.
- The contract shall be awarded on total quarterly service charge per vehicle of components towards all services mentioned in the RFP.
- Price quoted as “Quarterly Service Charge Per Vehicle” will be used for financial evaluation.
- Payment shall be made by the Client only for those vehicles operating on road and not for reserve vehicles.
- The salary of driver for MMU services shall be as per applicable GO or statute and law.
- All other salaries shall be as per market conditions.
- The estimated value for various components is provided below:

Component	Estimated value
Vehicle	Rs 13.49 lakh
Fabrication	Rs 6.30 lakh
Equipment	Rs 3.63 lakh

The Service Provider shall take warranty, insurance as necessary for vehicles as per the estimated value. Any changes to the estimated value and resulting cost of warranty, Insurance etc. to be borne by the Service Provider.