



GOVERNMENT OF ANDHRA PRADESH

REQUEST FOR PROPOSAL (RFP)

FOR

Appointment of Independent Verification Agency (IVA) for providing gap-assessment and capacity building for strengthening of Special New-born Care Units in Andhra Pradesh.

Tender Notice No: 16.1/APMSIDC/2022-23 Dt. 23.01.2023

**TENDER INVITING AUTHORITY:
ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT
CORPORATION**

(AN ENTERPRISE OF GOVT. OF A.P.)

2nd Floor, Plot No.09, Survey No.49, IT Park, Mangalagiri, Guntur 522503

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SECTION - I
INVITATION FOR BIDS
GOVERNMENT OF ANDHRA PRADESH

**ANDHRA PRADESH MEDICAL SERVICE & INFRASTRUCTURE DEVELOPMENT
CORPORATION**

Tender Notice No.: 16.1/APMSIDC/2022-23, Dt. 23.01.2023

Name of Work : Appointment of Independent Verification Agency (IVA) for providing gap assessment and capacity building for strengthening of Special New-born Care Units.

Contract period: - 1 year 2 months

TENDER INVITING AUTHORITY: Managing Director, APMSIDC, Mangalagiri.

1. Tenders are invited on the e-procurement platform for the above-mentioned work from the agencies / firms / companies registered with Government of Andhra Pradesh and authorized to supply services and manpower as per the work specified. The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e., www.tender.apecurement.gov.in .

2. Agencies would be required to register on the e-Procurement Market place "www.tender.apecurement.gov.in" and submit their tenders online. The Corporation will not accept any bid submitted in the paper form.

Earnest Money Deposit

E.M.D.: Rs.10,00,000

The bidders can pay EMD online.

Note: Proof of paying EMD through Net banking / RTGS / NEFT / Credit Card / Debit Card shall be scanned and uploaded along with other documents / certificates.

The participating bidder/s will have to pay tender processing fee (non-refundable) for Rs.11,800/- in the form of Demand Draft drawn in favour of Managing Director, APMSIDC, Mangalagiri, Guntur.

The tenders can be viewed / downloaded from the 'e' marketplace.

4. Downloading of Tender Documents : 25.01.2023 @ 11.00 P.M

5. Date and time for Receipt of tenders : 08.02.2023 @ 03.00 P.M

6. Time and date of opening of tenders : 08.02.2023 @ 03.01 P.M

(a) Technical Bid : 08.02.2023 @ 03.01 P.M

(b) Pre bid Meeting : 30.01.2023 @ 11.00 A.M
(Last date for receiving queries i.e., Dt. 29.01.2023 @ 11.00 A.M, mail-id:
aphmhidc@gmail.com)

Address : APMSIDC, 2nd Floor, Plot No.09, Survey
No.49, IT Park, Mangalagiri, Guntur 522503.

(c) Price Bid : Will be intimated later

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happened to be Public Holidays.

7. Procedure for submission of tenders:

(a) Bidder needs to contact Managing Director, APMSIDC, Mangalagiri, Guntur for any further information on e-Procurement.

(b) Bidder needs to register on the electronic procurement market place of Government of Andhra Pradesh i.e., "www.tender.apecurement.gov.in". On registration on the e-Procurement marketplace they will be provided with a **user id** and **password** by the system through which they can submit their tenders online.

(c) While registering on the e-procurement market Place, Bidder need to scan and upload the required documents as per the Tender requirements on their profile.

(d) Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the tenders online.

8. **Qualification Requirements:**

The Agency/Firm should possess all the three following qualifications:

a) At least 5 years of experience of undertaking gap assessments, capacity building programs in health sector and at least one exclusive operational project experience in IMR reduction including gap assessments and SNCUs management.

b) In case of tie between two bidders, Experience of having conducted Andhra Pradesh state level maternal and child health projects will be an advantage.

- c) Turnover of at least INR 10 crores in each year in last three financial years (mention the financial years) on similar assignments.

The Agency/Firm shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

- a) The bidder shall attach the copies of contracts executed by them in the last 10 (ten) years and holding at present, indicating the services of gap assessment and capacity building along with the scope of service being provided with the authorization of the concerned client. The detailed address of the client, phone number, e-mails ID etc are needed to be mentioned by the bidder.
- b) The bidder shall have an average annual turnover of not less than Rs. 10.00 crores (Rupees Ten crores) during the last three financial years in providing the services of gap assessment, skill trainings and hand holding support .
- c) The bidder should submit signed “**Declaration of the bidder**” online (as per Section IV / 4.2)
- d) The bidder shall furnish Experience Certificates as per clause Section – IV / 4.3 / Part –II.
- e) The bidder shall furnish standard Curriculum Vitae of the personnel to be engaged for the services under the contract as per clause Section – IV / 4.3 / Part –III.
- f) The bidder shall furnish copies of documents relating to Partnership deed in case of firms & Article of Association in case of companies.
- g) Non-refundable Processing fee of Rs. **11,800/-** to be paid in favour of Managing Director, APMSIDC, Mangalagiri, Guntur.
- h) EMD in online mode.
- i) The bidder is subjected to blacklisting and the forfeiture of EMD if the bidder is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work, work or assignment not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures.

9. Procedure For Tender Submission

- i. The Bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., in the standard formats prescribed in the Tender documents, displayed at e-market place. The bidders should upload the scanned copies in support of their technical bids. The documents are to be uploaded in ZIP format only.
- ii. The Corporation will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Bidders while submitting the bids online.

- iii. The bidders shall authenticate the bid with the digital certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

10. Last date / time for Submission of the Tenders

- i. Tenders must be submitted online not later than the date and time specified in the Tender Notice / Tender Document.
- ii. The Managing Director or authorized nominee may extend the date for receipt of Tenders by issuing an amendment in which case all rights and obligations of the Managing Director and the Bidders will remain same as previously.

11. Modification to the Tender

Bidders can modify their Tender online before the last date/time prescribed in Tender Notice / Tender Document and amendments issued, if any.

12. General Terms & Conditions

Officer inviting tenders: Managing Director, APMSIDC, Mangalagiri, Guntur.

- I. Tenders are invited on the e-procurement platform for the above-mentioned services.

E.M.D.: Rs. 10,00,000/-. The Bidders can pay the EMD amount online.

Note: Proof of paying EMD through Net banking / RTGS / NEFT / Credit Card / Debit Card shall be scanned and uploaded along with other documents/ certificates.

- II. The participating bidder/s will have to pay tender processing fee (non-refundable) for Rs.11,800/- in the form of Demand Draft drawn in favour of Managing Director, APMSIDC, Mangalagiri, Guntur.
 - III. **Failure to pay the Processing fee in the aforesaid manner will entitle for rejection of the bid.**
 - IV. Downloading of Tender Documents : 25.01.2023 @ 11.00 P.M
 - V. Date and time for Receipt of tenders : 08.02.2023 @ 03.00 P.M
 - VI. Time and date of opening of tenders : 08.02.2023 @ 03.01 P.M
 - VII.
- (a) Technical Bid : 08.02.2023 @ 03.01 P.M
- (b) Pre-bid Meeting : 30.01.2023 @ 11.00 A.M
(Last date for receiving queries i.e.,
Dt. 29.01.2023, mail-id: aphmhdc@gmail.com)
- Address : APMSIDC, 2nd Floor, Plot No.09,
Survey No.49, IT Park, Mangalagiri,
Guntur 522503.
- (c) Price Bid : Will be intimated later
- Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happened to be Public Holidays.**

- VIII. The technical bid evaluation of the bidders will be done on the certificates /documents uploaded through online only towards qualification criteria furnished by them.

Note:

- 1. The qualification information shall be furnished as per the checklist in tender document.**
 - 2. Qualification criteria detailed in tender document only shall be considered for submitting certificates.**
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- IX. The bidder is subjected to be disqualified, if the bidder is found to have misled or furnished false information in the forms / statements/ certificates submitted in proof of qualification requirements or record of performance such as abandoning, completion of the works, litigation history or financial failures or participated in the previous tendering for the same work and has quoted unreasonably high bid price.
 - X. Even while execution of the contract, if found that the bidder had produced false / fake certificates of experience, he will be blacklisted, and the contract will be terminated and the EMD will be forfeited.
 - XI. The bidders are requested to upload the information in Zip format preferably.
 - XII. The decision of the Managing Director, APMSIDC shall be final and binding on all bidders.
 - XIII. The Managing Director, APMSIDC reserves the right to reject the bids or to accept the bids without assigning any reason.
 - XIV. The bidder shall furnish the unconditional acknowledgement on receipt of Letter of Acceptance of tender (LoA) within 7 (seven) days of receipt of the LoA failing which the LoA is deemed to have been cancelled.
 - XV. No claims shall be allowed against the APMSIDC in respect of interest on Earnest Money Deposit or late payments.
 - XVI. If the successful bidder fails to furnish the required EMD and to execute the agreement within 15 days of receipt of the Letter of Acceptance of tender or withdraws its bid after submitting acknowledgement of LoA or for any other reasons is unable to undertake the contract, the contract will be cancelled and the EMD

- shall stand forfeited and the bidder will also be liable for all damages suffered by the APMSIDC or the contracting authority.
- XVII. In the event of failure to adhere to the agreement conditions as per the standards prescribed, contract would be terminated and the firm will be blacklisted for three years, besides its liability for damages.
- XVIII. No suit, prosecution or any legal proceedings shall lie against APMSIDC or any person for anything, which is done in good faith or intended to be done in pursuance of bid.

BID SUBMISSION FORMAT:

The entire Bid shall be submitted strictly as per the format specified. Bids with any deviation from the prescribed format are liable for rejection.

1. EVALUATION OF TECHNICAL PROPOSAL:

Prior to evaluation of Bid, the authority will determine whether each Proposal is responsive to the requirements of the RFP. The authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- i) It is received by the Proposal Due Date including any extension thereof
- ii) It is accompanied by the "Bid Security" as specified and "Fee of Bid submission"
- iii) Applicants has submitted all Documents in specified format as mentioned in the RFP
- iv) It is not non-responsive in terms hereof.

The evaluation of the Technical Proposals will be carried out in the following manner:

Evaluation of Pre-Qualification Proposals:

- a) Authority shall open the the tender submitted online and check for payment of Document Fee and Earnest Money Deposit (EMD) and then the Technical Proposal including Pre-Qualification Proposal will be opened. Technical proposal including Pre-qualification proposals will not be considered further if the mentioned requirements as per RFP are not fulfilled. Each of the Pre-Qualification condition mentioned in the RFP is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- b) The Technical Proposal including Pre-Qualification proposal MUST contain all the documents in compliance
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in the RFP.

Further Evaluation of Technical Proposals:

- a) Authority will review the technical bids of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- b) The bidders fulfilling the pre-qualification eligibility criteria and having submitted technically responsive bids will be further required to showcase proposed products to Authority. The Goods proposed to be supplied by the Contractor and services to be delivered shall confirm to the technical specifications of the Tender Document. For shortlisting the technically qualified bidder, Bidders technical solutions proposed in the bid document will be evaluated as per the requirements and technical evaluation criteria as mentioned in the RFP.
- c) Bidders shall make the technical presentation and showcase proposed products to Authority as per the agenda mentioned in the RFP.
- d) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. In order to qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy).
- e) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order Completion Certificate, client contact information for verification, and all others components) as required for technical evaluation along with the Technical proposal.
- f) At any time during the Bid evaluation process, BEC may seek oral / written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- g) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- h) Each Technical Bid will be assigned a technical score out of a maximum of 1000 marks. Only the bidders who get an Overall Technical score of 70% or more for the criteria ,will qualify for financial / commercial evaluation stage. Failing to secure minimum % of Technical marks shall lead to technical rejection of the Bid.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e Tendering system.
- j) AUTHORITY reserves the right to accept or reject any or all bids without giving any reasons thereof.
- k) AUTHORITY shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

2. FINANCIAL PROPOSAL EVALUATION

- a) All the technically qualified bidders will be notified to participate in Financial Proposal / Commercial Bid opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at AUTHORITY's discretion.
- c) Financial Proposals / Commercial Bid that are not meeting the condition shall be liable for rejection.
- d) errors

- i. If there is a discrepancy between the unit price and the line item total amount that is obtained after multiplying unit price with the quantity, the unit price shall prevail and the line item total amount shall be corrected, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the line item total amount as quoted shall govern and unit price shall be corrected.
 - ii. There is error in a total corresponding to addition or subtraction of subtotals, the Sub totals shall prevail and the total shall be corrected and
 - iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in such case the amount in figure shall prevail subject to (i) and (ii) above.
 - iv. Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security
 - v. Tenderers should quote for all-inclusive rate including transportation, loading and Unloading, taxes, delivery charges etc
- e) The Normalized commercial score of the technically qualified bidders will be calculated, while considering the Total Cost of Bid (TCB) given by each of the Bidders in the Commercial Bid as follows

Normalized Commercial Score of a Bidder = {Lowest TCB / Bidders TCB} X 1000
(adjusted to 2 decimals)

1. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
2. Any conditional bid would be rejected
3. Kindly note that the indicative/estimated quantity provided in the RFP would be used for evaluation purposes; however, the payment would be done on actual usage basis.

3.FINAL SCORE CALCULATION THROUGH QCBS

1. The final score will be calculated through Quality and Cost selection method based with the following weightage: Technical: 70% Commercial: 30% Final Score = (0.70* Technical Score) + (0.30* Normalized Commercial Score)
2. The bidder with the highest Final score shall be treated as the Successful bidder.
3. In the event the Final scores are 'tied', the bidders whose score is tied securing the lowest (among all the tied bidders) financial score will be adjudicated as the Best Value Bidder for award of the Project. Decision of authority is final.

Quality cum Cost Based Selection {QCBS}

Assessment category	Weightage
<p>Previous experience of undertaking similar assignments:</p> <p>General(20 points)</p> <ol style="list-style-type: none"> 1. Experience of developing training modules and curriculum on IMR reduction.(10 points) 2. Experience of conducting research studies or assessments on IMR reduction. 3. Experience of working with Central/State Governments in IMR reduction.(10 points) <p>Specific:(10 points)</p> <ol style="list-style-type: none"> 1.Experience of health-related training module development (formal and informal) . 2.Experience of working in gap assessment and capacity building programs of SNCUs and NICUs. 	<p>30 points</p>
<p>Organisational Capacity:</p> <ul style="list-style-type: none"> • Availability of adequate and skilled team members for carrying out the assignment. • The team members must work experience in public health (IMR reduction,SNCUs and NICUs management) • The Supervisors must have work experience of development of training modules for government stakeholders and in conducting trainings. • The team lead must have experience in operational and technical training processes. 	<p>20 points</p>
<p>Timeline/Plan and approach:</p> <ul style="list-style-type: none"> • Operational planning for developing gap assessment, training modules and capacity building in SNCUs, NICUs and preadiatric management. 	<p>25 points</p>

<ul style="list-style-type: none"> • Stepwise workplan for gap assessment, capacity building and monitoring -reporting aspects. • Tentative Timelines and milestones for each component in scope of work. 	
Technical Proposal Score (TS1)	75 points
Technical Proposal on Presentation/interaction (TS2): <ul style="list-style-type: none"> • Understanding of the assignment. • Operational approach to gap assessment in timebound manner. • Measures to ensure high quality capacity building module with timelines and regular reports. • Showcasing successful completion of similar assignment in past. • Availability of adequate and skilled team members. 	25 points
TOTAL (TS1 +TS2)	100 points

Important: Qualification criteria for technical evaluation and progression to financial evaluation stage.

- Minimum 70% marks of the overall technical score total

Evaluation Committee (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder.

SECTION - II
INSTRUCTION TO BIDDERS
A. INTRODUCTION

1. SCOPE OF THE BID

The **MANAGING DIRECTOR, APMSIDC herein after called TENDER INVITING AUTHORITY (TIA)** intends to invite tender for Appointment of Independent Verification Agency (IVA) for providing gap assessment and capacity building for strengthening of Special New-born Care Units.

1.1 Eligibility to Bid for Services

- 1.1.1. The bidder must be a Company registered under the Indian Company Act, 1956 or any proprietary, partnership firm or any other entities registered under the respective law and produce the registration certificate accordingly.
- 1.1.2. In case of Partnership Firm :
 - a. A copy of Deed of Partnership or in case of a Company, a copy of Memorandum of Understanding (MoU) and Articles of Association should be enclosed.
 - b. A copy of list of partners with names and addresses or in case of company, list of directors with addresses should be enclosed.
- 1.1.3. The bidder must be an established, reputed, and reliable Agency or firm in the field of Services of programmatic audits and verification and should have continuous of experience of such service during the last ten.
- 1.1.4. Required general past experience :
 - a) At least 5 years of experience in IVA project related gap assessments, training and capacity building and atleast 3 programatic audit and verifications in the last five years.
 - b) In case of tie between two bidders, Experience of having conducted State level surveys in India will be an advantage.
 - c) Demonstrated analytical and documentation expertise in English.
 - d) Turnover of at least INR 10 crores in each year in last three financial years on similar assignments; and
 - e) Confirmed availability of skill set required for the assignment on the rolls of the firm.

B. THE BIDDING DOCUMENTS

2. Bidding Document

2.1. The services required, bidding procedures and contract terms are prescribed in the Bidding document. In addition to the Invitation of Bids, the Bidding Documents include:

- a. Instruction to Bidders (ITB).
- b. Conditions of Contract.
- c. Bid formats, Annexure, and checklist
- d. Price bid

2.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2.3. Clarification of Bidding Documents: A Prospective Bidder requiring any clarification of the bid documents may notify the Tender Inviting Authority (TIA) in writing at their mailing address indicated in the Invitation of Bids. The TIA will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the Tender Inviting Authority (TIA). Written copies of the Tender Inviting Authorities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the bidding documents.

2.4 Amendment of Bidding Documents

2.4.1 At any time prior to the deadline for submission of bids, the Tender Inviting Authority (TIA) may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

2.4.2 In order to allow prospective bidders reasonable time in which to the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids and inform the deadline.

C. PREPARATION OF BIDS

2.5. All documents relating to the tender shall be in English language only.

2.5.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tender Inviting Authority (TIA), shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.6 Technical Bid:

2.6.1 The Bidder shall complete the Technical Bid in the formats furnished in the bidding documents, indicating for all the Services to be provided a brief description of the Service, methods and techniques proposed to be used, personnel to be deployed and the standards that will be followed.

2.6.2 The Bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making the Bid document and for entering into a contract through visit to site and inspection of the premises.

2.7 Price bid / Financial Quote:

2.7.1 The Bidder shall submit technical bid online & offline and price bid / financial bid in online only.

2.7.2 Unsuccessful bidder's bid security will be returned not later than 30 days after the expiration of the period of bid validity.

2.7.3 The successful bidder's bid security will be discharged upon the bidder signing the contract along with requisite performance security.

2.7.4 The bid security may be forfeited :

(a) If a bidder withdraws its bid before the expiry of due date (or)

(b) In case of a successful bidder, if it fails :

i. to sign the contract within the prescribed time or to furnish the specified performance security.

ii. to submit unconditional acknowledgement of LOA within the prescribed time.

2.8 Bid validity

2.8.1 Bids shall remain valid for 180 days from the date of bid opening. A bid valid for a shorter period will be rejected by the Tender Inviting Authority (TIA).

2.8.2 In exceptional circumstances, the tender inviting authority may solicit the bidders' consent to an extension of the period of validity of the bid. The bid security shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not permitted to modify its bid.

D. BID OPENING AND EVALUATION

2.9 Opening of Bids by tender inviting authority

- 2.9.1 (a) The tender inviting authority or his authorized representative will download technical bids on the date stipulated in the tender document.
- (b) The bids received only through e-procurement will be evaluated.
- 2.9.2 The APMSIDC can reject any bid without assigning any reasons.
- 2.9.3 Tender inviting authority has every right to accept any Bid and to reject any or all Bids.
- 2.9.4 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 there by incurring any liabilities to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority (TIA) action. The evaluation committee during the process of evaluation bids shall take in to account the past performance of the bidder under earlier policy of this organization and its performance with other public policy along with other parameters before selecting the successful bidder.
- 2.9.5 Savings Clause: No suit, prosecution or any legal proceedings shall lie against APMSIDC or any person for anything, which is done in good faith or intended to be done in pursuance of bid.
- 2.9.6 At the specified date and time, the price bids of all the technically qualified bidders will be opened online by the Managing Director and the result will be displayed on the e-market place which can be seen by all the bidders who participated in the Tenders.
- 2.9.7 The Price Bid of the Unqualified Bidders will not be opened.
- 2.9.8 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to the conditions, the Tender Accepting Authority shall communicate the same which will be binding both on the Tender Opening Authority and the Bidder. In case of any ambiguity or dispute, the decision taken by the Tender Accepting Authority on tenders shall be final.

2.10 Evaluation and Comparison of Price Bids

- 2.10.1 The Managing Director or his nominee will evaluate and compare the price bids of all the qualified Bidders.

2.10.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest bidder prior to finalization of tenders may be accepted by the tender accepting authority.

2.11 Process to be Confidential

2.11.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced by the tender accepting authority. Any effort by a Bidder to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

2.11.2 No Bidder shall contact the Managing Director or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Managing Director, he should do so in writing.

2.11.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest bidder shall be called for.

SECTION - III

TERMS & CONDITIONS OF CONTRACT

3. Definitions

In this contract the following terms shall be interpreted as indicated:

- i) "Agency" means the individual or firm selected by the Tender Inviting Authority (TIA) for providing or supplying the Services under the Contract.
 - ii) "Contract" means the agreement entered into between the Contracting Authority and the Agency as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
 - iii) "Contracting Authority" means the Commissioner of Health and Family Welfare, Government of Andhra Pradesh.
 - iv) "Payment Authority" is the Contracting Authority.
 - v) "Tender inviting authority" means Managing Director, APMSIDC.
 - vi) The contract service agreement with the successful bidder will be signed by the Contracting Authority.
 - vii) "Services" means appointment of Independent Verification Agency (IVA) for providing gap assessment and capacity building for strengthening of Special New born Care Units.
- 3.1 Within 15 days after the Agency's receipt of notification of award of the Contract, the Agency shall furnish performance security (10% of the total contract value) in the form of bank guarantee in favour of the contracting authority. This performance security will not carry any interest and will be with the contracting authority during the Agreement period. This shall be furnished as per the prescribed format given under Section IV / 4.1, within a period of 15 (fifteen) days of issue of Notice for Award of Contract, failing which the EMD shall be forfeited.
- 3.2 Compensation for any loss resulting from the Agency's default in discharge of its obligations under the Contract, specified in terms of the contract, shall be recovered from the performance security.
- 3.2.1 The performance security will be discharged by the contracting authority and returned to the Agency not later than 30 days following the date of completion of the Agency's performance obligations under the contract.
- 3.3 **Contract Amendments**
No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- 3.4 **Assignment:** The Agency shall not Sub-Contract or assign in whole or in part to any other party its obligations to perform under the contract.
- 3.5 The contract shall be in force for a period of 1 year 2 months from the date of the signing of the contract and may be extended based on the requirement for the project decided by the contracting authority.
- 3.6 The Agency has agreed to supply services as per the requirement of the contract.
- 3.7 The Agency shall comply with all applicable labour laws and all other statutory provision including but not limited to provisions regarding eligibility criteria of human resources used by the Service Provider for providing the services.
- 3.8 If the persons deployed by the Agency or firm are found to be unsatisfactory by the contracting authority, such persons have to be replaced by the Agency with suitable alternative persons within a week.
- 3.9 The Agency must submit Curriculum Vitae (CV) of persons who would be engaged to provide the services under the contract including details of their existing skill-set and educational qualifications.
- 3.10 The Agency should comply with all instructions issued by the Government or contracting authority and concerned authorities from for the project from time to time pertaining to the services during the contract period.
- 3.11 The Agency or the firm is solely responsible for the safety/injury/accident caused to any personnel engaged by the Agency while performing services under the contract.
- 3.12 The contracting authority agrees to make payment to the Agency or the firm in consideration of the services or deliverables, the amount as payable under the provision of the contract in the manner prescribed in the payment terms included under Section VI / Scope of the Work/ Payment Schedule.
- 3.13 The Agency is solely responsible for any loss incurred by the contracting authority when such loss is caused by the gross negligence of the Agent's personnel. The contracting authority is entitled to recover such loss from the Agency.
- 3.14 The Agency will be responsible as employer of the engaged personnel to maintain personal records such as pay rolls, attendance sheets, leave records, service records etc., which shall be readily available for scrutiny / inspection by the officials of the contracting authority or Government and concerned authorities of the project.
- 3.15 The Agency shall as an employer have exclusive right to terminate the services of any of its staff employed and to post a substitute in place of any of such person either suo motto or on demand by the contracting authority.
- 3.16 The Agency shall not enter into sub-contracts or appoint any other agent to perform the obligations arising under this Agreement.

3.17 The contracting authority reserves the right to impose penalty for any irregularity in services provided by the Agency. The penalty of maximum 10% (ten percentage) of the total payment entitlement for each deliverable schedule (as per payment terms included under Section VI / Scope of the Work/ Payment Schedule) shall be adjusted from the payment to the Agency.

3.18 Place of office for the Verification Assignment:

The Agency should have an established central office in the city of Vijayawada with required human resources and equipment for carrying out the verification assignments for the project included in the scope of the work in the contract before signing of the agreement with the Contracting Authority.

3.19 Verification Services:

The Contracting Authority reserves the right to define and assign additional verification assignments pertaining to the project at any time of the contract period and the agency or firm shall carry out the required assignments as per the defined scope of the work in this tender document.

3.20 Suspension

3.20.1 The Contracting Authority may, by written notice of suspension to the Consultant/Agency, suspend part or all payments to the Agency hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant/Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

3.20.2 If the services of the Agency/Consultant are still found unsatisfactory after issue of suspension notice or the contracting authority finds out the services are no longer required as per the project, the contract will be terminated by giving advance notice of 30 (Thirty) days.

3.21 Arbitration

3.21.1 If dispute or difference of any kind shall arise between the Contracting Authority and the Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

3.21.2 If the parties fail to resolve their disputes or difference by such mutual consultations within 30 (thirty) days of commencement of consultations, then either the Contracting Authority or the Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

3.21.3 Reference to the Arbitration shall be a condition precedent to any other action at law.

3.21.4 The venue of the Arbitration shall be the place from where the contract has been issued.

3.21.5 The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Vijayawada), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

3.22 Applicable Law

3.22.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

3.22.2 The court located at the place of issue of the contract (Vijayawada) shall have the jurisdiction to decide any dispute arising out of in respect of the contract. It is specifically agreed that no other court shall have jurisdiction in the matter.

3.23 Notices

3.23.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by facsimile and confirmed in writing to the other Party's address.

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

3.24 Duration of contract

The tenure of the contract will be for a period of 1 year 2 months from the date of signing of the contract.

3.25 Force Majeure:

3.25.1 Definition

- For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
 - Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.25.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3.26 Measures to be taken

- 1** A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 2** A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 (seven) days calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 3** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- 4** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency/Firm/Consultant, upon instructions by the Contracting Authority, shall either:
- (a) demobilize, in which case the Agency/Firm/Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Agency/Firm/Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 3.19.

SECTION –IV

4.1 PROFORMA FOR BANK GUARANTEE

To

<Name, Designation and Office Address of Contracting Authority>

WHEREAS..... (Name and address of the Service Provider) (Hereinafter called “the service provider” has undertaken, in pursuance of agreement No..... dated (Herein after “the agreement”) to appointment of Independent Verification Agency (IVA) for providing gap assessment and capacity building for strengthening of Special New born Care Units.

AND WHEREAS it has been stipulated by you in the said agreement that the service provider shall furnish you with a bank guarantee by a **Nationalized** bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the agreement; AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of Rs xxxxxxxx/- (Amount of the guarantee in words and figures rupees xxxxxxxx), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the agreement and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforeside, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid beyond a period of 6 (Six) months from the date of the expiry of the contract i.e. up to.....

(Indicate date)

.....

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

4.2 DECLARATION OF THE BIDDER

- a. I/WE have not been blacklisted in any department / Corporation of State / Central Government due to any reasons.
- b. I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- c. I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

I/We, _____ have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or blacklisting or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

Address of the Bidder:

Phone number:

Email ID:

Signature of the Bidder

4.3 Format for Technical Bid.

Part I – Basic information of Bidder

1.	Name of the Bidder	:	
2.	Legal Entity (Company, Firm, Society, others)	:	
3.	Year of establishment	:	
4.	Address of Registered Office	:	
5.	Name of Contact Person	:	
a	Phone	:	
b	Mobile	:	
c	Email ID	:	
6.	Name of person authorized to sign the bidding documents (along with proof of authorization)	:	

Part II - Experience information

Details of Audit and Verification Services:

S.No	Name and address of the Client	Period in which services provided		Description of services	Total Contract value in Rs.
		From	To		

Note: Attach the certificate of experiences issued by the client (Competent authority) for each experience certificate.

Part III - Curriculum Vitae:

Attach the standard Curriculum Vitae for all the personnel to be employed for providing the services under the contract.

The CV of the below personnel needs to be submitted by the Agency as per the proposed team composition for the service.

1. Team Lead
2. Senior clinical experts (Gynaecologists, Paediatricians)
3. State quality assurance specialists
4. Associate state quality assurance specialists
5. Associate monitoring & evaluation expert

CHECK LIST

DOCUMENTS TO BE UPLOADED AS PART OF THE BID

S. No.	Document to be uploaded to profile	Check (Yes or no)
1	Process Fee	Online
2	EMD	Online & Offline
3	Copies of contracts executed in the last 10 (ten) years and holding at present indicating the services of programmatic audits and verifications	Online & Offline
4	Audited financial statement for the required turnover amount during the last three financial years signed by the Chartered Accountant.	Online & Offline
5	Declaration of the Bidder (as per Section IV / 4.2)	Online & Offline
6	Basic information of Bidder (as per Section-IV / 4.3 / Part-I)	Online & Offline
7	Experience Certificates (as per clause Section – IV / 4.3 / Part –II)	Online & Offline
8	Curriculum Vitae of the personnel to be engaged for the services under the contract (as per clause Section - IV / 4.3 / Part -III)	Online & Offline
9	Certificate of Incorporation	Online & Offline

Note:- The technical bid evaluation of the bidders will be done on the certificates or documents uploaded through online only towards qualification criteria furnished by them.

SECTION – V

PRICE BID

Tender Notice No.

Name of the work: - Appointment of Independent Verification Agency (IVA) for providing gap assessment and capacity building for strengthening of Special New born Care Units.

Contract period – 1 year 2 months

Sl. No.	Description	Total cost of Services for the contract period (Rupees in Figures)	Total cost of Services for the contract period (Rupees in Words)
1	Providing gap Assessment and capacity building for strengthening of Special New born Care Units.		

Note:

- 1) The Agency has to quote its cost inclusive of taxes.
- 2) If there is any discrepancy in between words and figures of percentage of price bid, the rate in words will govern.

SECTION – VI

Scope of Work

6. Scope of services:

Andhra Pradesh has been one of the promising states in reducing NMR & IMR rates in India. To further enhance the SNCU delivery services in the state, the Government is proposing an integrated approach towards strengthening of SNCUs. The Government of Andhra Pradesh is proposing a multifaceted approach including

- Gap assessment & report
- Development of KPIs
- Development of facility specific action plans
- Training needs assessment
- Capacity building
- Handholding and mentoring to achieve desired outcomes

Gap assessment of the 61 SNCUs to improve the service provided to new-born care:

- Readiness assessment of 61 (50 existing and 11 newly established) SNCUs and 11 NICUs facilitated at Teaching institutions through an assessment tool developed based on Maternal and New born Health (MNH) Toolkit, Facility Based New born Care (FBNC) operational guidelines, MusQan National Quality Assurance Standards Assessment (NQAS) guidelines.
- Focus areas to include Human Resources (HR), Infrastructure (Infra) & Equipment
 - Availability of skilled human resources.
 - Assess patient care area, ancillary services, step down area, functional newborn care area, civil/ mechanical and electrical works.
 - Assess availability and functionality of resuscitation, phototherapy and thermoregulation machinery, diagnostic services, drugs & consumables.
- **Development of Key Performance Indicators (KPIs) related to Human Resources (HR), Infrastructure (Infra) & Equipment**
 - Develop a list of KPIs based on the gap assessment report.
 - These KPIs will be monitored on a regular basis to track that facility improvement for the desired outcomes.
 - Weekly reports to be submitted to government to ensure effective monitoring and to rectify administrative issues in a timely manner.
- **Develop facility specific clinical action plans**
 - Based on the findings from the gap assessment, develop facility specific action plans for SNCUs for major causes of neonatal mortality including RDS, prematurity, birth asphyxia and sepsis.

- Develop and establish adherence of standard processes and procedures for routine care of newborn care like infection control practices; hand hygiene; assessment of baby at admission.
- **Training Need Assessment (TNA)**
 - Assess the existing capacity and skills of the different faculty present at the SNCUs based on the work profile viz., Pediatricians, Nurses, Lab Technician, DEO and Managerial staff.
 - Conduct a comprehensive training needs exercise with the on-boarded team using its extensive experience in past assignments.
 - The first level gap assessment needs to be completed in 1 month period.
- **Capacity building, Mentoring & Handholding for clinical knowledge and skills for essential newborn care using Standard Treatment Protocols in SNCUs**
 - Develop training curriculum for hand hygiene; assessment of baby at admission, early initiation of breast feeding, plotting of real time partogram and kangaroo mother care among others.
 - Conduct capacity building sessions periodically on-site on key gaps identified.
 - Capacity building has to be completed within 4 months from date of signing of contract.
 - Continue handhold training until desired outcomes are achieved.
- **Conduct periodic audits for assessment of quality of services provided**
 - Develop cause specific observation checklists and key monitoring indicators
 - Conduct regular audit i.e., daily/ weekly/ monthly.
 - The reports have to be sent to Director of Health and Family welfare weekly basis to rectify the administrative issues and comprehensive reports on monthly basis.
 - Cumulative quarterly reports on status of work for the course correction in case of necessity.
- **Proposed team at state level.**

Establishment of State Program Management Unit (SPMU) for improvement of New-born/Neo natal Health services to impart skills among facility staff and to empower them to provide top notch health care services.
- **Deployment of SPMU team consisting of following team members (minimum of):**
 - 1 Team Lead
 - 4 Senior clinical experts (Gynecologists, Pediatricians)
 - 1 State quality assurance specialists
 - 1 Associate state quality assurance specialists
 - 1 Associate monitoring & evaluation expert

Payment milestones

S.No.	Milestone	Payment Percentage
1	Submission of the inception report including tools for gap assessment of SNCUs	15% of total amount
2	Submission of SNCU gap assessment report after 1 months (skill gap, drugs and consumables gap and infrastructure gap)	30% of total amount
3	Satisfactory capacity building and training completion within 4 months since the signing of contract	15% of total amount
4	Submission of mid-term progress report (Planned vs achieved capacity building session/ concurrent audits/ mentoring visits) along with achievement of desired target of reducing 2 % of NMR in all the facilities and staff skill assessment test.	20% of total amount
5	70% of staff trained passing in skill assessment test.	10% of total amount
6	Final assessment report with staff progress and NMR reduction to 5% from existing level at the time of signing of contract	10% of total amount