



RFP for Selection of Service Provider for screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts of Andhra Pradesh (Reverse Tender)

Tender No: 6.2E/APMSIDC/2023-24

Dated: 19.09.2023

**Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)
Department of Health, Medical & Family Welfare**

Government of Andhra Pradesh

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Disclaimer

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of Commissioner Health and Family Welfare (CH&FW), Government of Andhra Pradesh” is procuring services related to “RFP for Selection of Service Provider for screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts of Andhra Pradesh”

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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 70% 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.

RFP for Selection of Service Provider for screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts of Andhra Pradesh as shown below;

1. Alluri Sita Rama Raju
2. Parvathi Puram Manyam
3. Srikakulam
4. Eluru
5. Nandyal
6. Palnadu
7. Prakasam

Total no. of target population is 6,68,833 for FY 2023-24 covering the above districts.

Scope of requirements for Sickle Cell anemia screening:

1. Service Provider would install, maintain, and operationalize all required Equipment for screening of the target population through HPLC (High Performance Liquid Chromatography) testing procedure duly complies with the own laboratory/diagnostics setup along with necessary license(s) to perform the screening/diagnostics procedures, if any.
2. The screening for sickle cell anemia and thalassemia disease has to be conducted through HPLC (confirmatory test) only. The Service Provider shall be responsible from sample collection, sample ID generation, registration of individual name as per aadhaar, creation of ABHA (Ayushman Bharat Health Account), transportation, testing and to submission of the results along with the patient detailed report to NHM-AP as per required format.
3. The format for the required data collection (while sample collection) will be finalized by NHM-AP. Further, submission of the results along with the required data and also the data online entry in the web portal/mobile app shall be responsible of the service provider only.
4. The target population for screening of sickle cell anemia and thalassemia will be given only by the NHM-AP and the same should be completed by the Service Provider in timelines.

The selected Service Provider will provide consumables and reagents for the equipment at such facilities including manpower for running and maintenance of the centers.

Service Provider would install, maintain, and operationalize all required Equipment at respective centers for providing services including reporting and maintaining.

The Service Provider shall ensure deployment of human resource for smooth functioning and operationalize the center including reporting and maintaining the centers as per scope of work section for achieving the objectives of this RFP.

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 its services.

1. 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	Commissioner Health and Family Welfare (CH&FW), Government of Andhra Pradesh
3.	Name of RFP	RFP for Selection of Service Provider for screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts of Andhra Pradesh basis
4.	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 & ed.apmsidc16@gmail.com Contact No: +91-8978644900
5.	RFP reference number	6.2E/APMSIDC/ 2023-24, Dated: 19.09.2023
6.	Date and time of publishing of RFP on e-Procurement portal	27/09/2023 02.00 PM
7.	Non-Refundable Tender Cost	INR 29,500 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 Mangalagiri.
8.	EMD	INR 10,00,000 in form of Bank Guarantee (BG) or

S. No	Information	Details
		Demand Draft (DD) or Online from any nationalized bank preferably SBI in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Vijayawada, payable at Mangalagiri.
9.	Method of evaluation of bids	Lowest cost bidder (L1)
10.	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	3:00 PM 12/10/2023
11.	Pre-Bid Meeting Date & Time	04/10/2023 @ 11.00 AM O/o APMSIDC, 2nd Floor, IT Park, Mangalagiri, Guntur 522503
12.	Date and Time of submission of technical proposal including original copies of EMD (Physical Copy), tender document fee (Physical Copy)	3:00 PM 12/10/2023
13.	Date and time of opening of Technical Bids on e-Procurement portal	3:01 PM 12/10/2023
14.	Date and time of Opening of Financial Bid on e-Procurement portal	Will be intimated later
15.	Bid validity period	180 days

S. No	Information	Details
16.	Contract period	Initial Contract will be for 02 Years and extendable for 1 years on satisfactory performance
17.	Forms and Annexures to be filled	<p>Form I:List and eligibility criteria of staff to be provided by Service Provider</p> <p>Form II: Particulars of Vehicles operated by the Bidders</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</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 format</p> <p>Annexure 8A:Format – Price bid</p>

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	ESI, PF and GST certification copy	
7	Qualification documents	
8	Certificate of Incorporation of the Bidder	
9	Proof of Experience	
10	Audited financial reports of the Bidder	
11	Blacklisting/Debarring certificate of the Bidder	
12	Financial proposal	
13	Whether all Forms and Annexures submitted as required in this RFP	

2. E-Procurement process

Inviting Bids through e-Procurement Portal

1. APMSIDC invites online bids through e-Procurement portal from eligible bidders for Selection of RFP for Selection of Service Provider for screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts
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 29,500/- 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, failing which the bid will be rejected
6. All bids must be submitted on or before last date and time as mentioned in the bid data sheet, through e-Procurement portal only (online).
7. Bids will be opened on the same date and time mentioned in the bid data sheet, in the presence of the bidders or their representative, who choose to attend on the specified date and time at the office of APMSIDC.
8. APMSIDC will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of bids.
9. APMSIDC reserves the right to reject bids without assigning any reason whatsoever.
10. In the event of date being declared as a holiday, the date for 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 technical qualification and price bid formats)
3. The Bidders shall submit their eligibility and technical qualification details, 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.
4. 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.
5. 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. Also, 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 hardcopy of the technical bid shall be submitted by the Bidder within the prescribed time and date mentioned in the Bid Data Sheet. However, the Bidder shall submit financial bid online only (no hardcopy allowed). In case of any discrepancy in technical bid between hard copy and soft copy, the TIA shall consider only softcopy for evaluation.
6. 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 as required by Tender Inviting Authority in the tender conditions.

7. **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.
8. **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.
9. **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.
10. **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) Technical bids shall be submitted online, as well as hard copy enclosed inside an envelope. On the envelope, mention the details of the Tender Inviting Authority as mentioned in the bid data sheet.
 - 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.
11. **Reverse tendering process on e-procurement portal**
 - a) APMSIDC will schedule reverse tendering process on the e-Procurement portal for each item. Qualified technical bidders will also be communicated through e-mail the date and time for the conduct of reverse tendering process.
 - b) Online reverse tendering process
 - I. The online Reverse tendering process will be run on the amount quoted against the item.

- II. Only the technically qualified bidders will be permitted to participate in the reverse tendering.
- III. The 'opening price' i.e. start price for Reverse tendering will be the lowest (L1) price quoted by the Bidders amongst all technically qualified bidders.
- IV. Bidders can modify the total price, 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. The total price, will be used to determine the total cost of the bid.
- V. For the purpose of Reverse tendering, the minimum bid decrement will be given at the time of reverse tendering.
- VI. Reverse tendering duration: The duration of the reverse tendering is 3 Hours. All bidders are required to submit their online bids during this period.
- VII. In case, if any bidder decides to lower the price in the last fifteen
- VIII. (15) minutes of the reverse tendering duration, then the duration of the reverse tender 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.
- IX. After the completion of reverse tendering, the system will calculate the total price of the bid.

3. General References

- a) The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of Commissioner Health and Family Welfare (CH&FW), Government of Andhra Pradesh
- b) Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as "Tender Inviting Authority" in this document.
- c) Commissioner Health and Family Welfare (CH&FW), Government of Andhra Pradesh shall sign and implement the contract with the successful bidder.
- d) Commissioner Health and Family Welfare (CH&FW), Government of Andhra Pradesh 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”

4. Detailed Scope of Work

4.1.1 Responsibilities of service provider

1. Service Provider would install, maintain, and operationalize all required Equipment for screening of the target population through HPLC (High Performance Liquid Chromatography) testing procedure duly complies with the own laboratory/diagnostics setup along with necessary license(s) to perform the screening/diagnostics procedures.
2. The screening for sickle cell anemia and thalassemia disease has to be conducted through HPLC (confirmatory test) only. The Service Provider shall be responsible from sample collection, transportation, testing and to submission of the results along with the patient details to NHM-AP as per required format.
3. The format for the required data collection (while sample collection) and submission of the results along with the required data and the data online entry in the web portal/mobile app will be only finalized by the NHM-AP.
4. The target population for screening of sickle cell anemia and thalassemia will be given only by the NHM-AP and the same should be completed by the Service Provider in timelines.
5. For testing should not include Dried blood spot samples in HPLC/Capillary electrophoresis

A. Commencement of Contracted Services:

Post signing of Contract and successful verification of NHM-AP for the samples collected (trial samples) by selected agency as per specifications mentioned above, the Selected Agency shall initiate the screening in a stepwise manner as detailed below:

(1) Step 1: Collecting samples and results

The Selected Agency shall be responsible from sample collection to until the submission of the results along with the required data to the NHM-AP. The format for the required data collection (while sample collection) and submission of the results along with the required data will be finalized by the NHM-AP and further the data online entry in the web portal/mobile app should be carried in coordination of the nearby respective PHC Medical Officer(s) or MLHP or ANM only.

(2) Step 2: Confidentiality of the screened data

Second, the Selected Agency should be very much confidential about the whole data in view of stigma discrimination. The data should be only submitted to the Mission Director, NHM-AP and State Nodal Officer of the respective program and to the Collector and District Magistrate of the respective district with the prior approval of the Mission Director, NHM-AP if required.

(3) Step 3: Storage of Reports & Records and data

The Selected Agency should backup all the screened individual's data along with results from the day of contract signed and should be submitted to NHM-AP whenever asked.

The diagnostic test reports shall be delivered by the service provider electronically within the stipulated time frame duly signed in PDF format.

The selected Service Provider will provide consumables and reagents for the equipment at such facilities including manpower for running and maintenance of the centers.

The Service Provider shall ensure deployment of human resource for smooth functioning and operationalize the center including reporting and maintaining the centers as per scope of work section for achieving the objectives of this RFP.

- I. The service provider should install all required equipment apart from equipment provided. All such installations should be either USFDA approved or CE (Notified body) or BIS approved, as applicable.
- II. The service provider shall maintain all such equipment, which are to be used for carrying out test.
- III. All equipment installed for testing PM and calibration should be done at every 06 month and reports to be submitted.

4.1.2 Infrastructure

1. The setup and maintenance of the equipment or laboratory will be the sole responsibility of the Service Provider.
2. The Service Provider has to procure at his own cost all equipment, reagents and including all other necessary consumables required to run the laboratory at his own cost.
3. The Service Provider will collect/segregate all biomedical waste as per norms for disposal.

4.1.3 Documentation

- I. The Service provider shall manage the following records
 - a. Daily patient's record.
 - b. Report record
- II. The Service Provider may however refer the test to another center in case of breakdown/shutdown ensuring all other conditions pertaining to services, reports, records, patient/ sample transport and safety of processes and procedures.

5. Conditions of Eligibility of bidders

5.1.1 Qualification criteria

The proposal failing to meet all the below pre-qualification eligibility criteria shall be disqualified and will not be considered for financial evaluation process

Sl. No.	Basic Requirement	Specific Requirement	Documents/ Evidence Required	Applicability
PQ1	Legal Entity	<p>Lead Bidder</p> <p>The Sole Bidder or the Lead Member of consortium should be registered in India under Companies Act 1956/ 20</p> <p>Consortium Members</p> <p>The Members of consortium should be registered in India under Companies Act 1956/2013 (as amended) or in abroad</p>	<p>Copy of Certificate of Incorporation under Companies Act, 1956/2013 /2020 Copy of Registration Certificates.</p> <p>For Global Players, Equivalent certificate in the country of incorporation.</p> <p>Copy of purchase orders showing at least 03 years of operations OR Certified true copy of relevant extracts of balance sheet and profit loss statements for last 03 years demonstrating bidder have been in operation for at least 03 years</p>	<p>Sole Bidder /Lead Bidder</p> <p>Consortium Members</p>

Sl. No.	Basic Requirement	Specific Requirement	Documents/ Evidence Required	Applicability
			as on date of submission of the bid.	
PQ2	Annual Turnover	<p>The Sole Bidder or the JV (Joint Venture)/ consortium members altogether should have average annual Turnover of Rs. 10 Crore for last 3 audited financial years (2019-20, 2020-21 and 2021-22) ending March 2022 from laboratory work that includes processing and reporting of all core modalities of laboratory medicine biochemistry, histopathology/hematology/ clinical pathology/Microbiology/Hematology/ in case of JV (Joint Venture) / consortium should satisfy the following:</p> <p>(i) Lead member of JV (Joint Venture) / consortium shall have minimum average annual Turnover of 51% of Rs. 10 Crore during last 3 audited financial years (2019-20, 2020-21 and 2021-22) ending March 2022.</p>	<p>Certificate from the Statutory Auditor (Chartered Accountant)</p> <p>Year-wise details of turnover, balance sheet, financial statement.</p> <p>The said certificate also needs to be counter signed by authorized signatory of the bidder</p>	Sole Bidder /Lead Bidder / Consortium Members
PQ3	Must have 03 years of experience in the field of operating, managing, and reporting of Pathology/Biochemistry/ Microbiology/ Hematology tests in a NABL accredited Lab center	The Sole Bidder/ Lead Bidder must have 03 years of experience in the field of operating, managing, and reporting of pathology tests in a pathology. The Lead bidder / Sole bidder must have experience of lab issued in their own name. and One lab Must be NABL accredited lab.	<p>Agreement copy/Letter of Award with supporting documents. For work value</p> <p>Chartered Accountant Signed Certificate providing details of Scope of work and Value and stage of</p>	Lead Bidder and all Consortium Members

Sl. No.	Basic Requirement	Specific Requirement	Documents/ Evidence Required	Applicability
			<p>project.</p> <p>In case the experience shown is that of the bidder's parent / subsidiary company, then the following additional documents are required:</p> <p>i) Letter from the Company Secretary of the bidder certifying that the entity whose experience is shown is parent/ subsidiary Company</p>	
PQ4	Blacklisting	The Sole Bidder or Lead Member and all member of its consortium including its subsidiary/ group companies should not have been blacklisted by Central/ State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal.	<p>Undertaking by the authorized signatory as per the format</p> <p>Self-certificate on company's letter head duly signed by company secretary.</p>	Lead Bidder and all Consortium Members
PQ5	Testing capability	Testing capability - The Sole / Lead bidder must have experience of conducting and reporting a minimum 15,00,000 of tests cumulative over a period of three years immediately preceding the	The bidder has to give a declaration about all the lab accounts and test report	Sole Bidder / Lead Bidder

Sl. No.	Basic Requirement	Specific Requirement	Documents/ Evidence Required	Applicability
		technical bid opening. And out of 10,000 should be HPLC tests.	generated at each site. The said declaration should be on a non-Judicial Stamp paper of INR 100.	

5.1.2 Selection Procedure

A Pre-Bid conference shall be held on a fixed date and time as per schedule of RFP. The Authority shall clarify any doubts raised or submitted in writing before the last date of submitted queries of Pre-Bid.

Evaluation shall be done on the basis of electronically submitted data.

- a. The Financial bids of the technically qualified bidders will be opened by the committee.
- b. LoA/NoA shall be issued by the TIA, to the selected Bidder to sign the agreement within 21 days of the receipt of LOA, along with submission of Performance Guarantee as per format attached. It is clarified that contract agreement will be signed only after submission of performance guarantee for all the medical colleges included in the cluster.
- c. In case of non-acceptance of Notification of Award for any of the Centers in any cluster by the successful bidder/JV so selected; EMD submitted by such bidder/JV would be forfeited and all the Notification of Awards issued to the bidder, if any, would also be cancelled. Further, the bidder/all members of JV would be blacklisted for a period of 10 years to participate in any bid of Medical Education Department, Government of Andhra Pradesh.
- d. The authority may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the authority as to whether the deviation is material or not, shall be final and binding on the bidders.
- e. TIA shall have full right to accept or reject any or all the tenders without assigning any reason thereof, at any stage.

Note:

1. 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. For such default, the bidder's EMD will be forfeited and be made liable for other civil and penal consequences.

5.1.3 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.

5.1.4 Evaluation of proposals

- a. Two stage evaluation will be taken up for identification of successful bidder
 - i. Technical Evaluation
 - ii. Financial Evaluation
- b. Bidders who fulfill the eligibility criteria will be considered as qualified technically and all other bids will be considered as non-responsive and will be rejected.
- c. The Financial Bid of only those technically qualified Bidders will be opened.
- d. The Bidder shall be selected on the basis of lowest cost- L1 basis.

5.1.5 Evaluation criteria for financial proposal

- e. Bidders shall upload the financial proposal in the format at Annexure 8 (the "Financial Proposal"), clearly Cost per test. in both figures and words 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 including GST.
- c) Costs shall be expressed in INR.

5.1.6 Finalization of successful bidder

After opening of financial bids of the technically qualified bidders, the bidder who quotes the lowest cost- L1 basis, shall be considered as L1. Post opening of financial bids, negotiations shall be undertaken towards finalization of bidder.

5.1.7 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.

5.1.8 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.

5.1.9 Number of proposals

A Bidder is eligible to submit only one proposal.

5.1.10 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.

5.1.11 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.

5.1.12 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

5.1.13 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 6.14.

5.1.14 Clarifications on RFP by TIA

Bidders requiring any clarification on the RFP may send their queries to the Client in writing (by e-mail) before the pre-bid meeting date mentioned in the BDS.

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

5.1.15 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.

5.1.16 Preparation and submission of proposal

6.15.1 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.

6.15.2 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, 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”).

- 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.

6.15.3 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 including GST. For avoidance of doubt, it is clarified that all other taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- c) Costs shall be expressed in INR.

6.15.4 Submission of proposal

The proposal submission shall as per the e-procurement process

6.15.5 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 6.14.

6.15.6 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.

6.15.7 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 favour 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.

6.15.8 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 herein above 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.

5.1.17 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

5.1.18 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.

5.1.19 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.

5.1.20 Award of Contract

6.19.1 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 Client as acknowledgement of receipt of the same.

6.19.2 Performance Security

- a) Upon receipt of Letter of Award (LOA) from the Client, the successful Bidder shall furnish the Performance Security of an amount equal to 5% of the total agreement value, which shall be valid for the total contract period, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. If Selected Bidder fails to submit performance security within stipulated time, the EMD shall be forfeited.
- b) The Selected Bidder shall have to provide extended Bank Guarantee, before expiry, as required.
- c) Any non-renewal of performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default for termination of the contract without prejudice to take other legal recourse by penalty, compensation, blacklisting etc. as the case may be.

6.19.3 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/her.

5.1.21 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

5.1.22 General Conditions of Contract

6.21.1 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 there from, 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. "Client" means the entity purchasing the Goods and Related Services
- 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.

6.21.2 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.

6.21.3 Law Governing the Contract

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

6.21.4 Language

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

6.21.5 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.

6.21.6 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 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.

6.21.7 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. (2 months)

6.21.8 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.

6.21.9 Expiration of Contract

Unless terminated earlier pursuant to Clause 6.21.13 and Clause 6.21.14 hereof, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

6.21.10 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.

6.21.11 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.

6.21.12 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.

6.21.13 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.

6.21.14 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 terminate/suspend the Service Provider by issuing a third notice/ suspension order.

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

6.21.15 Arbitration

In the case of dispute or difference arising between the Purchaser and Service Provider relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Service Provider or in the case of the said Arbitrators not agreeing, then at the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration committee of the Indian Council of Arbitration, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India, India, shall be final and binding on the parties.

The Arbitration dispute if any shall be the domestic arbitration governed by the provisions of Arbitration and Conciliation Act 1996 as amended by Acts 2015 & 2019, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

6.21.16 Venue of Arbitration

The venue of arbitration shall be at the courts of Vijayawada.

6.21.17 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.

6.21.18 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.

5.1.23 Special Conditions of Contract

6.22.1 Performance Security

- a. Upon receipt of Letter of Award (LOA) from the Client, the successful Bidder shall furnish the Performance Security of an amount equal to 5% of the total agreement value which shall be valid for 45 days after the total contract period from the date of submission, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. If Selected Bidder fails to submit performance security within stipulated time, the EMD shall be forfeited.
- b. The Selected Bidder shall have to provide extended Bank Guarantee, before expiry, as required.
- c. Any non-renewal of performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default for termination of the contract without prejudice to take other legal recourse by penalty, compensation, blacklisting etc. as the case may be.
- d. In case of encashment of bank guarantee, the client shall make a request to bank on official letter head including sign & seal along with signatures of the Service Provider.

6.22.2 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.

6.22.3 Inspection – Checking - Testing

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

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

6.22.4 Penalties

The penalties shall be as per the following:

In case of Non-availability of Reagent, Controls, Calibrators, plastic ware & Consumables (collectively called reagents) and breakdown of the equipment for more

than 24 hrs. then a Penalty for INR 100/- per day per will be imposed.

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. The total penalties shall be limited to 10% of the invoice value per month. The contract is liable to be terminated if total penalties exceed 10% for 3 continuous months.
3. For penalty clauses mentioned above, it is to be noted that, any default on account of Government/Client lack of support, penalty shall not be levied on Service Provider.
4. In the event of major repair/accident, it is the responsibility of the Service Provider to inform the Client about the repair/accident. The Client shall then consider not levying penalties on case to case basis.

6.22.5 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 labour 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 labour laws and respective EPF, ESI.

6.22.6 Insurance and Fitness Certification

- a) Selected Bidder will have to take first party insurance for all vehicles engaged in this service and ensure timely renewable. No vehicles would be allowed to operate without insurance coverage and valid fitness certificate and shall be treated as a default in such situation. However, in case of renewal of fitness certificate where application for renewal is made within stipulated timeline (i.e. 30 days before date

of expiry of validity) but fresh certificate has not been issued by the authority then it will not be treated as a default.

- b) Service Provider shall submit the insurance and fitness certificate documents to Client from time to time.
- c) Service Provider shall take comprehensive insurance for all his staff and passengers travelling in the vehicle..
- 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.

6.22.7 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.

6.22.8 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.

6.22.9 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.

6.22.10 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. Telephone numbers where patients can lodge their complaints needs to be displayed on the vehicles.

6.22.11 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.

6.22.12 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 vehicles needs to be provided by the Service Provider.

6.22.13 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 legal entities before bidding.

6.22.14 Terms of payment

- i. The Service Provider should raise bills for tests performed, along with originals authorized by the respective area PHC Medical Officer along with the respective district Nodal Officer and other details/document as required by the NHM-AP.
 - ii. If there are any deductions that are to be made against the submitted invoice of previous month, the amount shall be adjusted in next monthly payment to be paid to Service Provider.
 - iii. 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.
- a) There shall be no assurance on the minimum number of the tests per day or month.

- b) If there are any deductions that are to be made against the submitted invoice of previous month, the amount shall be adjusted in next monthly payment to be paid to Service Provider.
- c) 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.

6.22.15 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

6.22.16 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).

6.22.17 End of service period (Contract Expiry Date)

Contract period shall be for two (02) years from the date of agreement (extendable up to 01 years on mutual consent), on same terms and conditions. The Selected bidder has to submit an undertaking on Rs. 100/- Stamp notarized to the effect that all the equipment's installed would-be latest technology with hardware and software up gradation options.

The selected bidder will also undertake to upgrade new equipment after 10 years the service on upgradation of technology/ requirement of user department.

5.1.24

Annexures

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

Form II: Particulars of Vehicles operated by the Bidders

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

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

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: RFP for Selection of Service Provider for screening of target population (tribal area)
for Sickle Cell anemia and thalassemia diseases in the 7 districts of 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 RFP document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is 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 (to be submitted by all participants in case of a Consortium)

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 Vehicles 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 screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts of 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 -----2023.

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

To

Commissioner

Health and Family Welfare

Government of Andhra Pradesh

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 legal entity (Company/Society/Trust/Partnership etc.) 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 legal entity (Company/Society/Trust/Partnership etc.) 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 legal entity (Company/Society/Trust/Partnership etc.) 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 Commissioner Health and Family Welfare (CH&FW) (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)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(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 _____ 2023.

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 _____ 20__

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 screening of target population (tribal area) for Sickle Cell anemia and thalassemia diseases in the 7 districts of 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 offer 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

The Financial Proposal of our firm is, Screening of target population for sickle cell per test ----- of the RFP following rates (in INR).

Note:

1. *Price should be inclusive of GST.