

GOVERNMENT OF ANDHRA PRADESH

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Web Site: www.tender.apeprocurement.gov.in

TENDER DOCUMENT

FOR

Procurement and supply of smart phones to ASHAs under community engagement & spokes (Facilities) DSH under STEMI project in Andhra Pradesh with a period of 2 years rate contract (Reverse Tender) (e- Procurement)

Tender Notice No.7.2E/APMSIDC/2023-24, Dt. 03.11.2023

Tender Inviting Authority: ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION

(Formerly APHMHIDC)

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

Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503. mail-id: aphmhidc@gmail.com & ed.apmsidc16@gmail.com

INDEX

S. No.	DESCRIPTION			
	Introduction			
1	SECTION - I	INVITATION FOR BIDS (IFB)		
2	SECTION - II	INSTRUCTIONS TO BIDDERS		
3	SECTION - III	GENERAL CONDITIONS OF CONTRACT		
4	SECTION - IV	SPECIAL CONDITIONS OF CONTRACT		
5	SECTION - V	SCHEDULE OF REQUIREMENTS		
6	SECTION - VI	PRE - QUALIFICATION CRITERIA		
7	SECTION - VII (A)	BID FORM		
8	SECTION - VII (B)	Model PRICE Schedules (available on e-procurement Platform		
9	SECTION - VIII	BID SECURITY FORM		
10	SECTION - IX	CONTRACT FORM		
11	SECTION - X	PERFORMANCE SECURITY FORM		
12	SECTION - XI	FORMAT B1: PROFORMA FOR PERFORMANCE (for a period of last three years)		
		FORMAT B2 : CA (STATUTORY AUDITOR) CERTIFICATE		
		FORMAT B3: FINANCIAL CAPACITY OF THE BIDDER		
13	SECTION - XII	PROFORMA For Manufacturer's Authorization Form (to be submitted by manufacturers)		
		PROFORMA For Manufacturer's Authorization Form to be submitted by authorized		
14	SECTION - XIII	dealers/representatives/importers DECLARATION FORM		
15	SECTION - XIV	Check List: Documents to be Uploaded as part of the Bid and Notes to Bidders I. Documents with the Technical Bid		
16	Annexure - I	Proforma: Installation Certificate		
17	Annexure - II	Proforma : Satisfactory Performance Certificate after 3 months from Installation Date		
18	Annexure - III	WARRANTY CERTIFICATE		
19	Annexure - IV	PREVENTIVE MAINTENANCE CHECKLIST		
20	Annexure - V	CALIBRATION CHECK LIST		
21	Annexure - VI	List of Spare Parts		
22	Annexure - VII	GENERAL INFORMATION ABOUT THE TENDERER		
23	Annexure - VIII	SERVICE CENTRE DETAILS		
24	Annexure - IX	TECHNICAL SPECIFICATIONS		

INTRODUCTION

- 1.1. The Andhra Pradesh Medical Services & Infrastructure Development Corporation APMSIDC (formerly APHMHIDC) (Tender Inviting Authority) is a fully owned Government of Andhra Pradesh for providing services to the various health care institutions under the Department of Family Welfare and Health. One of the key objectives of the APMSIDC is to act as the central procurement agency for all essential drugs and items for all health care institutions (hereinafter referred to as user institutions) under the department. The corporation has also been entrusted with the setting up and running of all kinds of modern Medical and Paramedical or medical based ancillary facilities such as hospitals, pathological labs, diagnostic centers, x-ray/scanning facilities.
- 1.2. Over the last decades, several items have been procured and installed in the various health care institutions under the government under different schemes. One of the major problems encountered is the maintenance of the items. Site preparation, timely replacement of consumables, calibration of sensitive items, up gradation of technology, training to the doctors and paramedical staff- all poses problems. The corporation has been formed by the government to fill in these grey areas and to act as total service providers to the all the government health care institutions. Of course, this mammoth task could be achieved only with the active involvement and support of the manufacturers/dealers of the items.
- 1.3. In this tender, the lowest price is the sole criteria for selecting the item/supplier. The two-bid system, which is followed, has been designed to eliminate those items which do not match the technical specifications, or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the items. i.e., to provide after sales support for a period of minimum 5 years from the date of installation and to ensure 98 % uptime in performance/operation of the item.
- 1.4. The payment to the successful tenders will be settled after obtaining a 'threemonth performance certificate' from the head of the user institution three month period is a period of trail run- during which the performance of the items will be keenly observed. At the same time, it may be noted that the Corporation is not the agency finalizing the requirements of items and their technical specifications. These parameters are finalized by the user institutions and funding agencies and forwarded to the corporation for procurement. On our side, we ensure that the technical specifications are not biased towards a particular item/firm, through consultations during the

pre-tender meetings with the prospective tenderers. Amendments in the terms and conditions of the tender documents may be resorted to on the basis of expert advice to see that more than one firm qualifies for the final round. Technology specific specifications/conditions and entertaining direct purchase will be undertaken, if and only if, the user agency certifies the item required is of proprietary nature. Since the items procured are dealing with precious human life in government hospitals, depended by the poor and downtrodden of the society, it is our endeavor to ensure that most modern, but proven and durable items are procured and supplied. The tender documents are prepared after assessing the market to meet such objectives.

- 1.5. Every paisa spend by the corporation is public money and hence accountable. Therefore, after sales service and up-time guarantee on the performance of the item purchased by the Corporation have to be given paramount importance. Corporation will be dealing with defaulters in these fronts with a firm hand, which may lead to black listing and recovery of damages. We request our valuable suppliers to avoid such unpleasant situations.
- 1.6. It is also essential while dealing with public money that utmost transparency has to be maintained in the procurements of the corporation. All decisions will be published from time to time on our website www.msidc.ap.nic.in. The corporation will not wait for the mandatory 30 days period to provide any information under Right to Information Act and will provide the information within the minimum possible time. The Corporation will uphold the fundamental "right to be heard' enshrined under the Constitution of India and will take harsh decisions only after providing opportunity for hearing/submission of facts. Tenderers could prefer appeal to the government against all decisions of the corporation.

SECTION - I: INVITATION FOR BIDS (IFB)

GOVERNMENT OF ANDHRA PRADESH

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

Tender Notice No. 7.2E/APMSIDC/2023-24, Dt. 03.11.2023

- 1. Bids are invited on the e-procurement platform for identification of Vender for supply of 2279 No's Smart Phones to all the field staff in ASHAs under community engagement as described in the Section V- Schedule of Requirements from the eligible manufacturers/Authorized Distributors. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. https://tender.apeprocurement.gov.in.
- 2. Bidders would be required to register on the e-Procurement market place "www.eprocurement.gov.in" and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- 3. The bidders need to scan and upload the required documents as per the Check list given in **Annexure XIV**. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids on line. The attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer should be submitted off line to Managing Director, APMSIDC, Mangalagiri, Guntur on or before the next day of the last date of submission of bids. The Corporation will consider only the bids submitted through on-line over the copies of the paper based bids.
- 4. a)The participating bidder/s will have to pay tender processing fee (non-refundable) for the amounts specified in the Schedule of Requirements (Section –V), in the form of online only.
 - b) Further the bidder/s shall furnish, as part of it bid, the Bid security for the amounts specified in the Schedule of Requirements (Section –V) to be paid in the form of crossed Demand Draft drawn in favour of Managing Director, APMSIDC, Guntur along with bids. The bidders should note that the local MSME units are exempted from payment of E.M.D, subject to the production of necessary documentation to that extent by them.
 - c) Further 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 platform", as per the Government Orders placed on the e-procurement website.

- d) APMSIDC will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with APMSIDC was found poor due to delayed and/or erratic supplies and those with frequent product failures, and also against whom there have been adverse reports of **Sub-Standard Quality/Poor Service of** items supplies, as defined in the other parts of the Bidding document.
- e) "Complaint/s:Any complaints/representation regarding tender will be entertained only after depositing of Rs. 25,000/- in form of Demand Draft in the name of Managing director, APMSIDC, Mangalagiri, Guntur. Subsequently necessary action will be taken by the Managing Director and decision of Managing Director will be binding upon the complainant. If the complaint turns out to the false or invalid, the amount will be forfeited. The amount shall be refunded if after scrutiny the complaint is found to be true. No further complaint/representation from the same complainant for the same tender will be entertained. If the complaint or allegation made is found to be false or baseless and without any valid point, the tender inviting authority in its discretion, can prevent / blacklist / declare ineligible, such bidder from participating in its procurement process, either indefinitely or for a stated period of time."
- 5. **Period of Delivery: 60** Days from the date of receipt of the Notification of Award (Purchase Order) of Contract. The delivery terms include the total time given for supply, installation, testing and training of staff.

Time Limits prescribed

SI. No	Activity	Time Limit
5.1.1.	Installation & Delivery period	60 days from date of issuance of Supply Order
5.1.2.	Comprehensive warranty period	as specified at section V schedule of requirements against each item.
5.1.3.	Submission of Performance Security and entering into contract	15 days from the date of issuance of Supply Order
5.1.4	Payment Installments of Price of items and ratio	Two Installments and in the ratio 90:10
5.1.5	Time for making payments by Tender Inviting Authority	Within 60 days from the date of submission of proper documents
5.1.6	Maximum time to attend any Repair call	Within 48 hours
5.1.7	Uptime in a year	98%

6. Bidders eligibility and qualifications: Defined at Clause 13 of Instructions to Bidders (Section II) and Qualification Criteria (Section-VI)

7. Details of Tender Process:

1.	Downloading of documents	from 05-12-2023 to 20-12-2023 up to 11.00AM
2.	Queries up to	On or before 08-12-2023 @ 12.00 Noon
3.	Due date for Receipt of tenders	20-12-2023 up to 03.00 PM
4.	Time and date of opening of technical Bids	20-12-2023 @ 03.01 PM
5.	Time and date of opening of financial bids	20-12-2023 @ 5.00 PM

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.For the assistance in the online submission issues, the bidder may contact the help desk of M/s Vupadhi Techno Services Pvt. Ltd. (e-procurement) at their e-mail address: eprocsupport@vupadhi.com or on the mobile nos. 8645-246370 / 71 / 72 / 73 / 74

8. Procedure for Bid Submission

- a. The Tenderers/Bidders who are desirous of participating in eprocurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at eprocurement market place.
- b. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
- c. The hard copies of all the uploaded Technicalto be attested by a Gazetted Officer or properly notarized or self attested.
- d. The Corporation shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted for a period of 3 years, action will be initiated as deemed fit and the EMD will be forfeited.
- e. 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 Tenderers while submitting his bids online.

9. Important Instructions to the Bidders:

- 9.1 Quality of Supplied Item throughout its life cycle period, timely supplies and prompt maintenance support during the warranty and CMC period without default are being given paramount importance by the Corporation. The Corporation will be dealing with the defaulters with firm hand, which may lead to blacklisting for a specified period in addition to levying penalties.
- 9.2 In case of complaints on the quality and poor maintenance support of the products supplied, bills will be withheld till receipt of satisfactory reports. Further:
 - If one item of any Supplier is found of 'Sub-Standard Quality' during the Contract period, then that particular item will be blacklisted for a period of (3) three years immediately succeeding the Contract year
 - If two items of any Supplier are found of 'Sub-standard Quality' during the Contract period, then Supplier will be blacklisted for a period of (3) three years immediately succeeding the Contract year
- 9.3 The Corporation will blacklist the Supplier, who is declared as 'Undependable for two (2) items or in two (2) instances during the Contract period, for a period of one year immediately succeeding the Contract year apart from taking other penal actions under the Contract.
- 9.4 The decision of the Managing Director, APMSIDC, or any officer authorized by him in respect of the quality of the supplied Item and other goods etc., shall be final and binding.
- 9.5 No claims shall be allowed against the APMSIDC in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.

9.6 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.

10. Reverse tendering process on e-procurement portal

- a) APMSIDC will schedule reverse tendering process on the e-Procurement portal. Qualified technical bidders will also be communicated through email 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 total amount.
 - 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) Reverse tendering duration: The duration of the reverse tendering is 3 Hours. All bidders are required to submit their online bids during this period.
 - vi) In case, if any bidder decides to lower the price in the last fifteen (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.
 - vii) After the completion of reverse tendering, the system will calculate the total price of the bid.

SECTION - II : INSTRUCTIONS TO BIDDERS TABLE OF CLAUSES

Clause Number	Topic	Clause Number	Topic
	A. Introduction		D. Submission of Bids
1	Source of funds	18	Sealing & Marking of Bids
2	Eligible Bidders	19.	Dead line for submission of Bids
3	Eligible Goods & Services	20	Late Bids
4	Cost of Bidding	21	Modification & Withdrawal of Bids
	B. Bidding Documents		E. Bid Opening &Evaluation
5.	Content of Bidding Document	22.	Opening of Bids
6.	Clarification of Bidding Documents	23	Clarification of Bids.
7	Amendment of Bidding Documents	24	Preliminary Examination.
	C. Preparation of Bids	25.	Conversion to single currency.
8	Language of Bid	26.	Evaluation & comparison of Bids
9	Documents comprising the Bid	27.	Margin of Preference
10	Bid form	28	Contacting the purchaser.
11	Bid prices		
12	Bid currencies		F. Award of contract
13	Documents establishing, Bidders Eligibility & qualifications	29	Post qualification
14	Documents establishing goods, eligibility & conformity to bid documents.	30	Award criteria
15	Bid security	31	Purchasers right to vary quantities at time to award
16	Period of validity of Bids	32	Purchasers right to accept any bid or reject any or all bids.
17	Format & signing of Bid Bids.	33.	Notification of award
		34	Signing of contract
		35.	Performance security.
		36.	Fraud and Corruption

A. Introduction

1. Source of funds:

The funds are made available by the State Government of Andhra Pradesh, to the Managing Director, APMSIDCScheme wise towards the procurement processed under this tender notification.

2. Eligible Bidder

2.1 This invitation for Bids is open to all Manufacturers or their authorized distributors, who fulfill the eligibility criteria mentioned in the Clause 13 and who meet qualification criteria mentioned in the Section VI.

3 Eligible Goods and services

- 3.1 All goods and ancillary services to be supplied under the contract shall have their origin in eligible source country. The goods shall meet the requirements as specified in the Technical Specifications. And meet the eligibility criteria as given at Clause 14 of ITB.
- 3.2. For purpose of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced, through manufacturing processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of bidding.

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Managing Director, APMSIDC, Mangalagiri, Guntur here in after referred to as " the purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 In addition to the Invitation for Bids, the bidding documents include:
 - (a) Instruction to Bidders;
 - (b) General conditions of contract;
 - (c) Special conditions of contract;
 - (d) Schedule of requirements;
 - (e) Technical specifications;
 - (f) Bid form and price schedules;
 - (g) Bid security form;
 - (h) Performance security form.
 - (i) Firm Registration/manufacturer license
 - (j) Performance statement form.
 - (k) Declaration Form
 - (I) Check List of the documents uploaded on e-platform as part of the bid
- 5.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders risk and may result in rejection of its bid.

6. Clarification of bidding documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing at the purchasers mailing address indicated in the Invitation for bids. The purchaser will respond in writing to any request for clarification of the Bidding documents if the same is received in the first week of the tender notice prescribed by the purchaser. Written copies of the purchaser's response (including an explanation of the query but without identifying the source or inquiry) will be sent to all prospective bidders which have received the bidding documents.

7. Amendment of bidding documents

- 7.1At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bidding documents by amendment.
- 7.2The amendment will be notified online.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid.

8.1. The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents comprising the bid

9.1 The bid prepared by the bidder shall comprise the following components:

1. Technical Bid:

- (a) A Bid form completed in accordance with clause10
- (b) Documentary evidence established in accordance with clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence established in accordance with clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services confirm to the Bidding Documents; and
- (d) Bid security furnished in accordance with clause 15.

2. The Price Bid completed in accordance with clauses 11 and 12.

10. Bid Form

10.1 The Bidder shall complete the bid form provided in the Bidding documents, indicating for the goods to be supplied, brief description of the goods, their country of origin and quantity and other declaration statements.

11. Bid prices.

11.1 The Bidder shall indicate on the appropriate price schedule, made available in the e-procurement platform and a model format is also attached to these documents, the unit prices and total bid prices of the goods it proposes to supply under the contract, for each item separately. The unit prices shall be rounded off to nearest Indian rupee. The bidder may quote one or more items for which copy of necessary documents, wherever necessary have to be produced along with the bid.

- 11.2. Prices indicated on the price schedule shall be entered separately in the following manner:
 - (i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes including transportation, installation, commissioning at site and all incidental charges associated with the contract.

(ii)deleted

- 11.3 The Bidder's separation of the price components in accordance with para 11.2 above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.
- 11.4 Fixed Price. Price quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation except for any changes made by the Statute in respect of local taxes. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to clause 24.

12. Bid currencies.

12.1 Prices shall be quoted in Indian Rupees; Bids quoted other than Indian currency will be rejected.

13. Documents Establishing Bidder's Eligibility and Qualifications.

- 13.1 Pursuant to clause 9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the purchaser's satisfaction that the bidder, at the time of submission of the bid, is an eligible bidder as defined under clause 2.
- 13.3 The documentary evidence of the Bidders qualifications to perform the contract if its bid is accepted, shall establish to the purchaser satisfaction;
 - (a) That, in the case of bidder offering to supply goods under the contract which the bidder is manufacture produce, Firm Registration/manufacturer licensethat the bidder is manufacturer & also Memorandum of Articles, or otherwise produce, the bidder has been duly authorized (as per authorization form in section XII a).
 - (b) that, in the case of bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized (as per authorization form in section XII b) by the goods manufacturer or producer to supply the goods in India.

- (i) The legal status, place of registration and principle place of business of the company or firm or partnership etc.
- (ii) Details of experience and past performance of the bidder on specified item offered in the bid within the past three years and details of current contracts in hand and other commitments (suggested proforma given in section XI);
- (iii) Copy of the GST Certificate and Details of IT Returns (2020-21, 2021-22, 2022-23) PAN /TIN copies
- (iv) The details in compliance to the Qualification Criteria (Section VI).
- 13.4 The check list for the details of documents to be submitted is given at Annexure XIV

14. Documents Establishing Goods Eligibility and conformity to bidding documents.

- 14.1 Pursuant to clause 9 the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding document of all goods and services which the bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the goods and services eligibility shall consist and of statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 14.3 The documentary evidence of the goods and services conformity to the bidding documents may be in the form of literature, drawings and data, and shall furnish:
 - (a) A detailed description of the goods essential technical and performance characteristics of the goods.
 - (b) A clause by clause commentary on the purchaser technical specifications demonstrating the goods and services substantial responsiveness to those specifications or statement of deviations and exceptions of the Technical specifications.
- 14.4 For purpose of the commentary to be furnished pursuant to clause 14.3 above, the bidder shall note that standards for workmanship, material and goods, and references to brand names or catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand name and / or catalogue numbers in its bid, provided that it demonstrates to the purchasers satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical specifications.

15. Bid security

- 15.1 Pursuant to Clause 9, the Bidder shall furnish, as part of it bid, the Bid security for the amounts specified in the Invitation for Bids (Section -1)
- 15.2 The bid security is required to protect the purchaser against risk of bidders conduct which would warrant the security forfeiture, pursuant to clause 15.7
- 15.3 The bid security shall be in Indian Rupees and shall be in online only.
- 15.4 Any bid not secured in accordance with para 15.1 and 15.3 above will be rejected by the purchaser as non-responsive pursuant to clause 24.
- 15.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the purchaser pursuant to clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidders executing the contract, pursuant to clause 34 and furnishing the performance security pursuant to clause 35.
- 15.7 The bid security may be forfeited;
 - (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
 - (b) In case of successful Bidder, if the Bidder fails;
 - i. to sign the contract in accordance with clause 34; or
 - ii. to furnish performance security in accordance with clause 35.
 - (c) If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

16. Period of validity of Bids.

- 16.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the purchaser pursuant to Clause 19.1. A bid valid for shorter period may be rejected by the purchaser as non-responsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of validity the request and the responses thereto shall be made in writing (or by mail). The bid security provided under clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security.

17. Format and signing of Bid.

- 17.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unammended printed literature, shall be initialed by the person or persons signing the bid.
- 17.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors and made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of bids.

- 18.1 The bids shall be uploaded (submitted) electronically, as described in the Invitation for Bids (Section –I). The hard copies of the bids in sealed covers must be received by the Purchaser at the address specified above on or before the due date of submission of bids (Section –I).
- 18.2 The Bids shall be addressed to the purchaser at the following address:
 - The Managing Director, APMSIDC, 2nd Floor, Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503.
- 18.3 The Bids shall bear the name of the invitation for bids (IFB) and Number and also the words "Do not open before 03.00 P.M Hrs on 20-12-2023. The envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it declared "late".
- 18.4 If the envelope is not sealed and marked as required by Para 18.2 and 18.3 above, the purchaser will assume no responsibility for the bids misplacement or premature opening.

19. Deadline, for submission of bids.

- 19.1 The Bids (both electronic and hard copies) must be received by the purchaser, no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the purchaser, the Bids will be received up to the appointed time on the next working day.
- 19.2 The purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with clause 7, in which case all rights and obligations of the purchaser and bidders

previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids.

20.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, pursuant to clause 19, will be rejected and/ or returned unopened to the Bidder.

21. Modification and Withdrawal of Bids.

- 21.1 No bid may be modified subsequent to the deadline for submission of bids.
- 21.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. Withdrawal of bid during this interval may result in the Bidders forfeiture of its bid security, pursuant to Clause 15.7

E. Bid Opening and Evaluation

22. Opening of Bids by Purchaser

- 22.1 The Purchaser/or his authorized representative will download the technical bids on 20-12-2023 at 03.01 PM.
- 22.2 The Financial Bids of the Technically responsive bidder would be downloaded subsequently from the e-platform, once the technical evaluation is completed.

23. Clarification of Bids.

23.1 To assist in the examination, evaluation and comparison of bids the purchaser may at his discretion, ask the Bidder for clarification of his bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

24. Technical Evaluation (Preliminary Examination and Pre-Qualification)

- 24.1 The purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2 Prior to the financial evaluation, pursuant to clause 26, the purchaser will determine the responsiveness of each bid to the bidding documents. For purposes of these clauses, a responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The purchaser's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 Further the purchaser will determine to his satisfaction whether the Bidder is qualified to satisfactorily perform the contract. The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to clause 13 as well as such other information as the purchaser deems necessary and appropriate.
- 24.4 An affirmative determination will be prerequisite for the opening of the financial bids. A negative determination will result in rejection of the Bidder's bid.
- 24.5 A bid determined as not substantially responsive will be rejected by the purchaser.

- 24.6 The Purchaser 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.
- 24.7 Purchaser and/or Authorized representative of purchaser can do inspection of manufacturing site/Assessment of manufacturing capacity
- 24.8 In case of any discrepancy in documents submitted by the vendor purchase can ask to produce the original copy of the same
- 24.9 The Preliminary Evaluations of the bidders are kept available at APMSIDC website http://msidc.ap.nic.in
- 25. Deleted.
- 26. Evaluation and comparison of Bids.
- 26.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to clause 24 for each schedule separately.
- 26.2 The purchasers evaluation of a bid will take into account; in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, on the finished goods and cost of incidental services required. The following costs to the extent specified:
 - a. cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
 - b. The comprehensive annual maintenance charges (inclusive of four Preventive Maintenance visits and all distress calls in a year and costs of all spares required during the repairs) for a period mentioned against item at section V- (Schedule of requirements) subsequent to free guarantee maintenance period mentioned against item at section V- (Schedule of requirements).
 - c. the availability in India (Preferably in Andhra Pradesh) of spare parts and after-sales services for the item offered in the bid. To this extent the bidders shall give:
 - An undertaking for the uninterrupted supply of adequate spares foratleast a period of 7 years shall be furnished.
 - An Undertaking Availability/ establishment of after sales service facility atleast in (1) region of Andhra Pradesh to ensure uninterrupted after sales service during warranty period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished with their bid.

- 27. Deleted
- 28. Contacting the purchaser.
- 28.1 Subject to clause 23, no Bidder shall contact the purchaser on any matter relating to the bid, from the time of the bid opening to the time, the contract is awarded.
- 28.2 Any effort by a Bidder to influence the Purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidders bid.

F. Award of Contract

29. Post - Qualification

Not Applicable

30. Award Criteria

30.1 Subject to clause 32, the purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

31. Purchaser's right to vary quantities at Time of Award

31.1 The purchaser reserves the right, at the time of award of contract to increase or decrease to any extent of the quantity of goods and services specified in the schedule of requirements without any change in price or other terms and conditions.

32. Purchaser's right to accept any Bid and to reject any or all Bids.

32.1 The purchaser 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 Purchaser's action.

33. Notification of Award.

- 33.1 Prior to the expiry of the period of the bid validity, the purchaser will notify the successful Bidder in writing by registered letter or cable or telex, duly confirming that the bid has been accepted.
- 33.2 The notification of award will constitute the formation of the contract.

33.3 Upon the successful Bidder's furnishing of performance security, pursuant to clause 34, the purchaser will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to clause 15.

34. Signing of contract

34.1. Within 15 days of receipt of the notification of award the successful Bidder shall sign the contract.

35. Performance security

- 35.1 Within 15days of the receipt of notification of award from the purchaser, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the Bidding documents or another form acceptable to the purchaser and signs the agreement.
- 35.2 Failure of the successful Bidder to comply with the requirement of clause 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

36 Fraud and corruption

- **36.1** It is the **purchaser**'s policy that requires that the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the **purchaser**;
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party:
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation:
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause 36.2 (d) below.
- 36.2 The purchaser may, without prejudice to other terms of the bidding:
 - (a) will reject a proposal for award if it determines that the bidder considered foraward has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (b) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
 - (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
 - (d) will have the right to inspect the accounts and records of the bidders,
 - supplier, and contractors and their subcontractors and to have them audited by auditors appointed by the Purchaser.

SECTION - III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Clause Number	<u>Topic</u>
1.	Definitions
2.	Application
3.	Country of Origin
4.	Standards
5.	Use of contract Documents andInformation
6.	Patent Rights
7.	Performance Security
8.	Inspection and Tests
9.	Packing.
10.	Delivery and Documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare Parts
15.	Warranty
16.	Payment
17.	Prices
18.	Change Orders
19.	Contract Amendments
20.	Assignment
21.	Subcontracts
22.	Delays in suppliers Performance
23.	Liquidated Damages
24.	Termination for Default
25.	Force Majeure
26.	Termination for Insolvency
27.	Termination for convenience
28.	Resolution of Disputes
29.	Governing Languages
30.	Applicable Law.
31.	Notices
32.	Taxes and Duties.

Section III: General Conditions Of Contract

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated;
 - (a) "The contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by references therein.
 - (b) "The Contract Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
 - (c) "The Goods" means all the item and / or other materials which the supplier is required to supply to the purchaser under the contract.
 - (d) "Services" means services ancillary to the supply of the goods, such as transportation, insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract.
 - (e) "An undependable Supplier/s' under contract means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays with liquidated damages
 - (f) "The Purchaser or Corporation" means the APMSIDC, the purchasing agency
 - (g) "The Supplier" means the individual or firm supplying the goods under this contract.
 - (h) "The Government" means the Government of Andhra Pradesh or its authorized representatives
 - (i) "The Project Site", where applicable means the place or places named in Schedule of Requirements
 - (j) "The End-User" means the authorized user of the item/the Medical Superintendent/Head of the Department of the concerned specialty.
 - (k) "Day" means calendar day
 - (I) "Delivery period" means the period applicable upto completion of supply, Installation and testing of the item and the training of the staff on the item, by the supplier at the Project site and accepted by the Purchaser or its representative

2. Application

- 2.1. These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
- 3. Country of Origin: Deleted.

4. Standards

4.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical specifications and when no applicable standard is mentioned the authoritative standard appropriate to the goods country of origin shall be followed and such standard shall be the latest issued by the concerned institution.

5. Use of contract documents and Information

- 5.1 The supplier shall not without the purchaser's prior written consent, disclose the contract or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchasers prior written consent make use of any document or information enumerated in para 5.1 except for purposes of performing the contract.
- 5.3 Any document other than the contract itself enumerated in para 5.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.

6. Patent Rights

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

7. Performance Security

7.1 Within 15days after the supplier's receipt of notification of award of the contract, the supplier shall furnish performance security to the purchaser for the amount specified in the special conditions of contract.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract
- 7.3 The performance security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - (a) A bank guarantee [in favour of Managing Director, APMSIDC, Guntur] issued by any scheduled commercial bank located in India acceptable to the purchaser and in the form provided in the Bidding documents or in any other form acceptable to the purchaser: or.
 - (b) A Banker's cheque or Demand Draft in favour of Managing Director, APMSIDC, Guntur.
- 7.4 The performance security will be discharged by the Purchaser and returned to the supplier not later than 60 days following the date of completion of the supplier's performance obligations, including any maintenance and warranty obligations.

8. Inspections and Tests.

- 8.1 The purchaser or his representatives shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The special conditions of contract and / or the Technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted in the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier or its subcontractor(s) all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to the purchaser.
- 8.4 The purchasers right to inspect test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment from the country of origin.
- 8.5 Nothing in clause 8 shall in any way release the supplier from any warranty or other obligations under this contract.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration where appropriated the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to clause 18 and any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the supplier in accordance with the terms specified by the purchaser in the Notification of Award.

11. Deleted

12. Transportation

- 12.1 The supplier is required to deliver the goods to the destinations specified in the contract and the cost thereof shall be included in the contract price.
- 12.2 The transportation of the Goods after the delivery at the final destination shall be the responsibility of the Purchaser.

13. Incidental services.

- 13.1 The supplier is required to provide the following services, including additional services, if any, specified in SCC:
 - (a) Performance of the on-site assembly and start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and maintenance of the suppliedGoods;
 - (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

- (d) Performance of maintenance and repair of the supplied Goods. (provided that this service shall not relieve the Supplier of any warranty obligations under this Contract) and
- (e) Training of the users and maintenance personnel, in operation, maintenance and repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the contract price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts:

- 14.1 As specified in the special conditions of contract, the supplier may be required to provide the following materials and notifications pertaining to spare parts manufacturer:
 - (a) Such of spare parts as the purchaser may select to purchase from the supplier providing that this selection shall not relieve the supplier of any warranty obligations under the contract and
 - (b) In the event of termination of production of the spare parts;
 - (i) advance notification to the purchaser of the pending terminating in sufficient time to permit the purchaser to procure needed requirements: and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawing and specifications of the spare parts, if and when requested.

15. Warranty

- 15.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier further warrants that the goods supplied under this contract shall have no defect arising from design materials or workmanship (except insofar as the design or material is required by the purchasers specifications) or from any act or omission the supplied goods in conditions obtaining in the country of final destination.
- 15.2 This warranty shall remain valid for as specified at section V schedule of requirements against each item or any portion thereof as the case may be have been delivered at the final destination indicated in the contract, unless specified otherwise in the special conditions of the contract. The

- warranty period starts from date of commissioning after installation by the firm.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination.
- 15.5 If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the suppliers risk and expenses and without prejudices to any other right which the purchaser may have against the supplier under the contract.
- 15.6 The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.
- 15.7 During every visit, a copy of the service report/break down call report, duly signed by the custodian of the item/head of the health care institution and stamped shall be forwarded by email/fax/post to the APMSIDC office within 10 days from the due date.
- 15.8 A warranty certificate (as per format in Annexure III) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.
- 15.9 The tenderer shall submit the activities to be carried out during the preventive maintenance visit as per the format in Annexure IV.

16. Payment

- 16.1 The method and conditions of payment to be made to supplier under the contract shall be specified in the special conditions
- 16.2 The Suppliers request (s) for payment shall be made to the purchaser in writing accompanied by an invoice describing as appropriate the goods

- delivered and the services performed and by shipping document, submitted pursuant to clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser within sixty (60) days of submission of the invoices / claims by the supplier duly furnishing the certificate specified in the bid document from the competent authority.
- 16.4 Payment shall be made in Indian Rupees.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not with the exception of any price adjustments authorized by the special conditions of contract, vary from the prices quoted by the supplier in its bid.

18. Change Orders

- 18.1 The Purchaser may at any time by written orders given to the supplier pursuant to clause 31, make changes within the general scope of the contract in any one or more of the following;
 - (a) drawings, designs or specifications, where goods to be furnishing under the contract are to be specifically manufactured for the purchaser;
 - (b) the method of shipping or packing;
 - (c) the place of delivery; or
 - (d) the services to be provided by the supplier;
- 18.2 If any such changes causes an increase or decrease in the cost of or the time required for the suppliers performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the suppliers receipt of the purchasers change order.

19. Contract Amendments

19.1 Subject to clause 18, no variation in an modification of the terms of the contract shall be made except by written amendment signed by the parties.

20. Assignment

19.2 The supplier shall not assign in whole or in part, its obligations to perform under the contract, except with the purchasers prior written consent.

21. Sub-contracts

21.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

22. Delays in the suppliers performance

- 22.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its schedule of requirements.
- 22.2 Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable for any or all of the following; i.e. forfeiture of its performance security, imposition of liquidation damages and or termination of the contract for default.
- 22.3 If at any time during the performance of the contract, the supplier or its subcontractor (s) should encounter performance of the services the supplier shall promptly notify the purchaser in writing of the fact of the delay its likely duration and its causes. As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at its discretion extend the suppliers time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

23. Liquidated Damages

23.1 Subject to clause 25, if the supplier fails to deliver any or all of the goods within the time period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, an amount as specified in the SCC for the period of delay, until actual delivery or performance, up to a maximum deduction of 10 percent of the total contract value. Once the maximum is reached, the purchaser may consider termination of the contract.

24. Termination for Default

- 24.1 The purchaser may, without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, terminate the contract in whole or part:
 - (a) if the supplier fails to deliver any or all of the goods within the time periods specified in the contract or any extension thereof granted by the purchaser pursuant to clause 22; or

- (b) if the supplier fails to perform any other obligations under the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, 24.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of clauses 22,23,24, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for Insolvency.

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Termination for convenience.

27.1 The purchaser may by written notice sent to the supplier terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchasers convenience the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

- 27.2 The goods that are complete and ready for shipment within 30 days after the suppliers receipt for notice of termination shall be purchased by the purchaser and the contract terms and prices. For the remaining goods the purchaser may elect.
 - (a) to have completed and delivered at the contract terms and prices; and / or
 - (b) to cancel the remainder and pay to the supplier and agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

28. Resolution of Disputes

- 28.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 28.2 If after thirty (30) days from the commencement of such informal negotiations the purchaser and the supplier have been unable to resolve amicably contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the special conditions of contract. These mechanisms may include but are not limited to conciliation, mediation by third party justification in an agreed national or international forum and / or international arbitration. The mechanism shall be specified in the special conditions of contract.

29. Governing Language

29.1 The contract shall be written in English language, as specified by the purchaser in the instructions to bidders. Subject to clause 30, English language version of the contract shall govern

30. Applicable law

30.1 The contract shall be interpreted in accordance with the laws of the union of India and the legal jurisdiction is Hyderabad

31. Notices

31.1 Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

32. Taxes and duties

32.1 The rates quoted by the bidder shall be deemed to be inclusive of the sales and other taxesthat the bidder will have to pay for the performance of this contract, at the prevailing rates notified by the Government. The

purchaser will perform such duties in regard to the deduction of such taxes at source as per applicable law.

SECTION - IV: SPECIAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

(The corresponding clause number of the General condition is in parenthesis)

Item. No. Topic.

2.	Definitions (Clause - 1)
3.	Country of Origin (Clause -3)
4.	Performance security (Clause 7)
5.	Inspection and Tests (Clause 8)
6.	Packing (Clause-9)
7.	Delivery and Documents (Clause 10)
8.	Insurance (Clause 11)
9.	Incidental services (Clauses 13)
10.	Spare Parts (Clause 14)
11.	Warranty (Clause 15)
12.	Payment (Clause 16)
13.	Prices (Clause 17)
14.	sub-contracts (Clause 21)
15.	Liquidated Damages (Clauses 23)
16.	Resolution of Disputes (Clauses 28)
17.	Notices (Clauses 31)
18.	Comprehensive Maintenance Contract
19.	Actions against Misconduct of the Supplier
20.	Progress of Supplies

Section IV: Special Conditions of the Contract

1. The following special conditions of contract shall supplement the general Conditions of contract. Whenever there is conflict, the provisions herein shall prevail over those of the general conditions of contract the corresponding clause number of the general conditions in parentheses.

2. Definitions (Clause I)

(a) The Purchaser is : The Managing Director, APMSIDC,

Mangalagiri, Guntur.

(b) The Supplier is : ------

3. Country of origin (Clause 3): All goods and related services to be supplied under the contract / agreement shall have their origin in India or any other country with which India has not banned trade relations.

4. Performance security (Clause 7)

- 4.1 Performance securityis 5% of the contract value and shall be valid up to 60 days after the date of completion of performance obligations including warrant obligations, as applicable.
- 4.2 Add clause 7.5 to the GCC as the following:

In the event of any contract amendment, the supplier shall within 7 days of receipt of such amendment furnish the amendment to the performance security rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter

5. Inspection and Tests (clause 8)

The following inspection procedures and tests are required by the Purchaser:

- 5.1 The Supplier shall get each item inspected by a competent authority in manufacturer's works and also provide a guarantee/warranty certificate that the instrument conforms to all specifications contained in the contract.
- 5.2 The *Purchaser*or its representative may inspect and/or test any or all the item to confirm their conformity to the Contract specifications, prior to dispatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the item on receipt at destination.
- 5.3 However, on arrival of the items at destinations, the purchaser or its representative shall have the right to inspect and/or test any or all the items to confirm their conformity to the contract.

5.4 If the item or its performance is not as per specified conditions, deficiency or replace the item (s) to the satisfaction of the purchaser's representative.

6. Packing (Clause 9)

The Supplier will be required to mark separate packages for each consignee on three sides with proper paint/indelible ink, the following:i. Name of the contract, ii. Contract No., iii. Country of origin of Goods, iv. Supplier's Name and v. Packing of list reference number

7. Delivery and Documents (Clause 10)

- (i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgement of receipt of goods from the Consignee
- (iii) Manufacture's/Supplier's Warrantyand Factory Test certificate;
- (iv) Acceptance Certificate issued by the End-User
- (v) Inspection Certificate issued by the nominated inspection agency, as applicable

8. Deleted

9. Incidental Services (Clause 13)

No additional services are required to be provided over the services already covered under clause 13 of GCC.

10. Spare parts: (Clause 14)

Add as clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure exstock supply of consumables spares such as gaskets, plugs, washers, belts etc., other spare parts and components shall be promptly as possible but, in any case, within (3) days of placement of order.

11. Warranty (Clause 15)

- 11.1 In partial modification of the provisions, the warranty period shall be as specified at section V schedule of requirements against each item, or any portion thereof, as the case may be, have been delivered at site, installed, commissioned, successfully tested and accepted by the Purchaser or its authorized representative
- 11.2 Substitute Clause 15.4 of the GCC with the following:

Upon receipt of such notice, the Supplier shall within 3 days, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement.

- 11.3 If the supplier has not done repair/replacement within the time specified above the purchaser will assess the cost of having the repairs/replacements done and the supplier will pay this amount.
- 11.4 Overall an uptime guarantees of 98% shall be maintained out of total usage period oftheitem by the end users during the warranty period
- 11.5 All software updates, if any required, should be provided free of cost during Warranty period.

12 Payment (Clause 16)

- 12.1 Payment for goods and services shall be made in Indian Rupees as follows:
 - a) 90% of the contract value of the supply part after necessary deduction will be paid to the supplier on submission of original invoice with stock entries, delivery challan and Installation Certificates (Annexure 1), warranty certificate (Annexure III), copy of insurance document duly attested by the consignee to APMSIDC, calibration, quality assurance certificate test certificate if required as per technical specification after completion of all the performance obligations duly certified by the Head of the Institution and RTGS details
 - b) The balance 10% will be paid after three months from the date of installation on submission of performance satisfactory report (Annexure-II), obtained from the Head of the institute or concerned authorities.
 - d) In case any difficulty is experienced by the successful tenderer in obtaining three-month performance certificate from any of the User Institution after the installation of the item, the same shall be brought to the notice of the Tender Inviting Authority immediately in writing. In such event(s), if the Tender Inviting Authority is convinced, the reasons

are beyond the control of the successful tenderer, the Tender Inviting Authority, in case of supply orders placed by it, shall release payments at its discretion. In such case the letter sent to the Tender Inviting Authority shall be submitted along with the invoices while claiming payment.

- 12.2 Deleted
- 12.3 Deleted

13. Prices (Clause 17)

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustmentduring performance of the Contract.

14 Sub-contracts (Clause 21)

Add at the end of sub-clause 21.1 of the GCC the following. "Sub-contract shall be only for bought-out items and sub-assemblies".

15 Liquidated Damages (Clause 23)

15.1 For delays

Substitute Clause 23.1 of the GCC by the following:

Subject to clause 25 of GCC, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10% of the total Contract value. Once the maximum deduction is reached, the Purchaser may consider termination of the Contract.

15.2 For Short fall in Item Maintenance services

Any major repair 0

16 Resolution of Disputes (Clause 28)

Add as Clauses 28.3 and 28.4 of the GCC the following:

- 28.3 The dispute resolution mechanism to be applied pursuant to clause 28 of the General Conditions shall be as follows:
- (a) In the case of dispute or difference arising between the Purchaser and a Domestic Supplier 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 Supplier 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.

- (b) The Indian Arbitration Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- 28.4 The venue of arbitration shall be the place from where the Contractis issued.

17 Notices (Clause 31)

For the purpose of all notices, the following shall be the address of the purchaser and supplier.

Purchaser: The Managing Director, APMSIDC,2nd Floor, Plot No:09, survey number: 49, IT Park, Mangalagiri, Guntur District- 522503

Supplier: (To be filled in at the time of Contract Signature)

18 Comprehensive Maintenance Contract (CMC)

- a) Deleted
- b) Deleted

19 Actions Against the Misconduct of the Supplier

19.1 A Supplier found being supplied similar items with similar tender conditions to any other agency in the countryduring the validity of the contract with the APMSIDC, at a rate lower than the rate at which they supplied under this tender, the difference amount is liable to be recovered apart from blacklisting the firm for a minimum period of 3 years. The Supplier should furnish undertaking (Annexure-XIII) that they will remit the differential cost, if they quote lower rate than the rate quoted to the APMSIDCto any other agency or department or state, during the period of contract.

- 19.2 Any substandard supplies without meeting the quality specifications made under the contract shall also entail blacklisting of the firm for a minimum period of three years for that particular product.
- 19.3 If the bidder fails to demonstrate on asked to do so, of the products quoted with their bid, without any valid or convincing reason to the satisfaction of the Purchaser, the bids for other items offered against the bid notice will not be considered and he may be debarred for a certain period as decided by the Purchaser.

20 Progress of Supply

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

- Qty offered for inspection and date;
- Qty. accepted/rejected by inspecting agency and date;
- Qty. dispatched/delivered to consignees and date;
- Qty. where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed, on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services,
 ifany; and
- Date of receipt of entire payments under the Contract.

SECTION V

SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

SI. No	Item Name	Qty	Warranty (in Years)	EMD (in Rs.)	Bidder should have Average Annual turnover of the Authorized Bidder in the last three years i.e., 2020-21, 2021-22, 2022-23
1	Smart Phones	3951	1 Year	10,00,000	10,00,00,000

Processing fee: The participating bidders will have to pay tender processing fee (non-refundable) of Rs.11,800/- in the form of online only.

- 1. To allow the authorized distributors duly obtaining an agreement/ MOU from the Manufacturer for binding on Post Supply Services i.e. Warranty, CMC, AMCetc., and on agreement executed by the authorized distributor with the Corporation. Further an undertaking from Manufacturer to take responsibility in case of authorized distributor's failure in performing the Contractual Obligations also may be obtained. Proforma will be provided.
- **2.** EMD shall be furnished in the form of Demand Draft/BG/Online drawn in favour of Managing Director, APMSIDC, Guntur.

Technical Specifications

General Information

- 1. Bidders are requested to offer the item as per the specifications attached.
- For each item of the bidder should include all the cost associated with fixing, cables, connectors, accessories and ancillary items necessary for the satisfactory operation of that item. Bidders should make the provisions of starter packs for consumables for demonstration and three months of operation period for the supplied item.
- 3. Spare parts list, listing spare likely to be required for (7) years operations shall be attached with the Bid
- 4. (i) Bidders are requested to provide, referenced by given item code and item name, with their tender offer, the following information for all the items of item offered.
 - Name of the Manufacturer
 - Brand Name & Model Number
 - Country of Origin
 - (ii) Catalogue, Pamphlet, descriptive literature, spare parts list and technical specifications for each unit of item must be forwarded with the offer.
- 5. Operating Environment:

Electrical Supply: The Item supplied shall be suitable in all respect for use on the local electricity supply of 200- 270 Volts, 50 Cycles.

Humidity: The unit shall be capable of operating continuously in ambient temperature of 30°C and relative humidity of around 80%.

7. After Sales Service:

Bidders are requested to confirm in writing in their bid offer the after sales service they would provide, after the expiry of warranty period. The maintenance capability of the bidders currently existing in Andhra Pradesh should be clearly stated.

- 8. All items should be of high quality, durable, and suitable for use in a Hospital. The technical specification and standards of each item delivered shall be that currently in use at the time of delivery.
 - a) Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450.
 - b) Deleted
- 10 Deleted

11. If the bidder fails to demonstrate any of the products quoted, the bid for that product would be considered as withdrawn and suitable action will be taken as per the Clause 15 of ITB. i.e., forfeiture of the Bid security and also the bidder may be debarred for a certain period as decided by the Managing Director.

Note:

- 1. The bidder should submit the details of spares which are covered or not covered under warranty.
- 2. The bidder should also submit the detailed price list for all spares.

Technical Specifications:

1. Smart Phones:

SPECIFICATIONS FOR SMART PHONES						
Specification	Specification Name	Minimum Specifications				
- Сресинский	Technology	GSM				
	Processor Core	Octa Core				
Generic	Processor Speed (GHz) Minimum	1.6 GHz or higher				
	Operating System	Android 13 Go				
	Chipset	Unisoc / Mediatek etc.				
	RAM Size (in GB)	4 GB				
	Intelligent Reading of Usage Pattern to	Minimum 3 GB Virtual RAM making				
Memory	Provide Extra Virtual RAM	Total Useable RAM 7 GB or higher				
	Internal Storage (in GB)	64				
	Storage Expandable up to (in GB)	Upto 256				
	Display Size (in inch)	6.5"				
	DPI	269				
	Display Type	HD+IPS/ LCD				
Display	Display Resolution (Horizontal x Vertical) (Pixel)	HD+ 720x1600				
	Sun light Readability (Nits)	350				
	Display Protection	Toughened glass				
F (Rear Camera Resolution (Mega Pixel)	50 MP AF + 2 MP Macro with LED				
Features	,	flash				
	Front Camera Resolution (Mega	8 MP front Night mode, Portrait				
	Pixels)	mode				
	SIM Card Slots	Dual SIM				
	Type of SIM	Nano+Nano SIM				
	OTG support	Yes				
	Connectivity	2G, 3G, 4G, 4G LTE, 4G VoLTE				
Connectivity	Wi-fi Connectivity	802.11b/g/n				
	Bluetooth Connectivity	5.2				
Battery	Battery Capacity (mAH) Minimum	Non-removable 5000 mAh				
,	Type of Battery	Li-ion				
FPS	Finger Print Scanner	fingerprint sensor, Face unlock with mask , 2 years of security updates				
	Accessories: One wall charger with USB/ Data transfer cable	Yes				
	Accessories: One Ear Phone	No				
Accessories	Accessories: Mobile Cover/ jelly cover	yes				
	Accessories: Tempered Glass	No				
	Accessories: Carry Pouch/Dust Proof Pouch	No				

Certifications	BIS, SAAR and ROHS are mandatory Certification	Yes			
	warranty Type	carry in			
	OEM warranty for smart phone	ONE YEAR REPLACEMENT			
Warranty		GUARANTEE			
	OEM warranty for battery	12 months			
Suggestion	Additional Terms and Conditions:				
1	The device must be offered with "1 year Replacement Guarantee": Warranty: 1(one) year Replacement Guarantee for manufacturing and hardware failure, Accidental and liquid damage will not be covered. Details o the replacement guarantee must be available on the OEM website and and the undertaking from the OEM needs to be submitted with the bid.				
2	Processor should mandatorily be "Octa core" with minimum 1.6 GHz Or better and the device must be offered with latest Operating System "And 13 (Go)" Or higher with minimum 2 years of Quarterly security updates .				
3	Spare part support should be available for at least for 2 years . Vendor/OEM is to ensure availability of spare parts for minimum 02 years .				
4	Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.				
5	The OEM should submit a valid copy of India base BIS Certificate, along with SAR & ROHS certificate. Make in India local content of quoted product should be more than 50 %, a certificate also to be submitted.				
6	Toll Free helpdesk no- OEM should have at least one Toll Free telephone number operational in minimum 2 languages in Hindi/English 7 days a week - between 9am to 6pm.				
7	Service Center: OEM must have service center in State, district, Service centers can be created within 30 days from the date the PO is released.				

SECTION - VI

ELIGIBLITY CRETERIA AND TERMS AND CONDITIONS

(Referred to in clause 13.3 of ITB)

I. Terms of Qualification for Smart Phone:

SI. No	ELIGIBLITY CRETERIA
1	The Proposed Model is to be Manufactured or Assembled in India
2	OEM should be in existence for a minimum of 5 years as on the date of this tender - Supported by relevant document
3	Bidder Should have an Average turnover of INR 10 crores with profit for the last 3 years - Supported by relevant document
4	Bidder should be an authorized OEM partner and has to submit certificate from the OEM - Supported by relevant document (Manufacturer's Authorization Form), A single OEM can provide MAF for up to 5 Bidders to Participate in this tender
5	Bidder should not be terminated for poor performance or Black listed by any Government Agencies / Department - Supported by relevant document (Self Attestation)
6	OEM/Bidder should have Registered office in Andhra Pradesh State as on date of calling of this Tender - Supported by relevant document
7	OEM should have Service Centre in each District & 100 + across the State of Andhra Pradesh as on date of calling of this Tender- Supported by relevant document (Service Centre List)
8	OEM should have 24x7 dedicated toll free number with web tracking facility for service support as on date of calling of this Tender
9	OEM / Bidder must provide Escalation Matrix along with Contact details for immediate support
10	The supplied model should be available in the Domestic Market through all Major Online & Offline Channels in the State of Andhra Pradesh for a minimum period of one Year from the date of last supply in this order-OEM Self Declaration has to be submitted for the same.
11	OEM / Bidder must provide one Senior Manager for Coordination of Service issues & immediate support

The Authorized Distributor or manufacturer should have supplied similar equipment as specified in the schedule of requirements to any Indian Institutions, up to the following quantity in any one of the last three financial years and completed the supplies within the stipulated delivery period. The Supplied units should be in working condition without any adverse remarks for the last two years as on the date of bid notification.

- (a). at least equal of the quantity offered or 25, whichever is lowest, if the tender quantity is <49 (or)
- (b). at least 50% of the quantity offered or 70, whichever is lowest, if the tender quantity is between 50 and 199
- (c). at least 35% of the quantity offered or 125, whichever is lowest, if the tender quantity is between 200 and 499
- (d). at least 25% of the quantity offered, if the tender quantity is > 500
 - The bidder should furnish the information on past supplies and satisfactory performance in the proforma given under Section XI- Format B1, duly attested by the Bid signatory
 - Biddersshall invariably furnish documentary evidence (End-user Certificate) in support of the satisfactory operation of the item as specified or a CA/Statutory auditor Certificate to that extent as per the format provided in the Section XI- Format B2
 - The Bidder shall have an Avg. annual turnover in the last three financial years ofnot less than the amount specified against each item in the Schedule of the Requirements and also to have a positive net worth as per the latest Annual Accounts
 - Towards the above, the bidder should furnish data as per the Format (B3) given in Section- XI, to support that he has the financial capacity to perform the contract. Further the bidder as to submit the corresponding Balance Sheets and Profit and Loss Accounts for verification

II. Terms of Disqualification:

- 1. The Bidders who has withdrawn their bids in any of the previous tenders of APMSIDC
- 2. A bidder who is placed on the black-list by either APMSIDC or by any other State /Central government's department or organization for the product offered with his bid in the last 3 years
- 3. A bidder who is placed on the black-list by either APMSIDC or by any other State / Central government's department or organization in the last 3 years
- 4. A bidder who is currently blacklisted / debarred either by APMSIDC or by any State Governmentor Central Government Department or Organization

- 5. The bidder who has been declared as 'undependable supplier' for two (2) items or in two (2) instances in the last one year by the APMSIDC and
- 6. The bidders against whom there have been reports of substandard ltem and/or service are liable for disqualification.

Note: In all the above cases, the disqualification cut-off date will be till the contract is signed

III. Not with standing anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser deciding on award.

Annexure: A

Consignee's Lists: All 13 districts in Andhra Pradesh

S.No	Name of the District	No. of (old) ASHAs Mobiles Damages	New ASHAs Required Mobiles
1	ASR	21	53
2	Srikakaulam	71	52
3	Parvathipuram manyam	63	13
4	Vizianagaram	0	0
5	Visakapatnam	0	20
6	Anakapalli	82	0
7	Kakinada	36	34
8	Konaseema	238	15
9	Eluru	35	71
10	Krishna	60	145
11	NTR	219	90
12	Guntur	23	74
13	Palnadu	37	84
14	Bapatla	42	25
15	Prakasam	185	75
16	SPSR Nellore	88	84
17	Chittoor	0	90
18	Tirupati	294	63
19	Nandyal	133	33
20	Ananthapuram	60	94
21	Sri Satya Sai	131	51
22	Annamayya	50	40
23	YSR Kadapa	91	67
24	Kurnool	51	61
25	East Godavari	226	14
26	West Godavari	155	44
	Total	2391	1392

Total – 3783 Nos

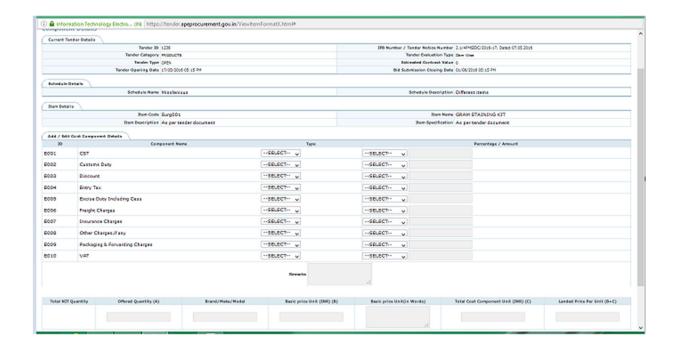
Spokes DSH requirement – 168 Nos

Grand Total – 3951 Nos

SECTION - VII (A): BID FORM

(Name and Address of Purchaser)	Date
To The Managing Director, APMSIDC, Mangalagiri, Guntur.	Contract No
Gentlemen:	
Having examined the Bidding Documents including A the receipt of which is hereby duly acknowledged, we supply and deliver (Description of Goods and Services) in conform Documents for the sum as given in the Price Bid (e sums as may be ascertained in accordance with furnished and made part of this bid.	e, the under-signed, offer to nity with the said Bidding electronically) or such other
We undertake, if our bid is accepted, to commence days and to complete delivery of all the items and perspecified in the contract within 60 (Number days or receipt of your Notification of Award/Letter of credit.	erform incidental services as
If our bid is accepted we will obtain the guarante exceeding 5% of the Contract price for the due perfor	
We agree to abide by this bid for a period of 90 (N fixed for bid opening under Clause 22 of the Instrumental period).	uction to Bidders and shall
We undertake that, in competing for (and, if the executing) the above contract, we will strictly observe corruption in India like "The Prevention of Corruption".	e the laws against fraud and
Until a formal contract is prepared and executed, written acceptance thereof and your notification obinding contract between us.	
We understand that you are not bound to accept the receive.	e lowest or any bid you may
Dated this day of	
Signa	ture:
(in the Capacity	y of) :

Section VII (B)- Model PRICE Schedules (available on e-procurement Platform)



SECTION – VIII Bid Security Form

To

The Managing Director APMSIDC, Mangalagiri, Guntur.						
`					s bid dated	(hereinafter
called "th	e Bid")					
KNOW		MEN	by	these	presents	that WE
				(hereinaft		our registered ank") are bound
for which	ı paymer elf, its sı	uccessors a	ruly to b nd assig	e made tons by the	the said purc	chaser, the Bank Sealed with the
THE CO	NDITION	S of this ob	ligation a	re:		
If the Bio		draws its Bi ler on the Bi	_	•	d of bid validity	specified by the
If the Bid	durii	ng the	tified of t	he accepta	ance of its bid I	by the Purchaser

- Fails or refuses to execute the contract form if required
- Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders
- Does not accept the correction of the bid price pursuant to Clause 15.7(c).

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

•		(Signature of	f the Bank)
later than the above date i.e	., upto	·	·	
of the bid validity, and any d	emand in re	spect thereof	should reach	the Bank not
i nis guarantee wiii remain ir	า torce up to	and includin	ig 45 days att	er the period

SECTION - IX: CONTRACT FORM

THIS AGREE between	the			_ day of (Name	of	Purcha	ser) (_ of	
		(Cc	untry	of	Purchaser)			-	
Purchaser")	C	of `	on		,	art		an	
					(Name	e of t	the Sup	plier)	of
			(City a	and C	Country of S	uppli	er) (hei	einafte	эr
"the Supplier")	of the other	part.							
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	a Durahaaa	ر ام مامماره	ıs that	t-	sin Caada ar	ممام	، مالامه د		
WHEREAS th					ain Goods ar	nd ar	iciliary s		
should be pro	•							(Brie	
description of	Goods and	Services)	and h	nas a	accepted a b	oid bi	y the si	apply (of
Goods	and	services		in	the		sum	(of
					(Con	tract	price ir	ı Word	ls
and Figures) (hereinafter "t	he Contra	ct Price) ").	•		-		

NOW THIC AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to;
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Technical and Price bid of the Supplier
 - (b) The approved Technical Specifications,
 - (c) The General Conditions of Contract,
 - (d) The Special Conditions of Contract, and
 - (e) The Purchaser's Notification of Award.
- 3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provision of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5. Brief particulars of goods and services which shall be supplied/provided by the Supplier are as under.

SL NO.	BRIEF DESCRIPTION TO GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the	
Said	(For the Purchaser)
in the presence of	
Signed, sealed and Delivered by the	
Said	(For the supplier)
In the presence of	(

SECTION- X: PERFORMANCE SECURITY FORM

10
The Managing Director APMSIDC, Mangalagiri, Guntur.
WHEREAS (Name of the Supplier) hereinafter called "the Supplier" 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 Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we under take to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the day of
Signature and seal of Guarantors
Date
Address

FORMAT B1: PROFORMA FOR PERFORMANCE (for a period of last three years)

(Please see Section VI: Qualification Criteria)

Bid No	_ Date of Opening	Time
	Hours	
	Name of the Firm	

Order placed by	Orde r No	Date	Descri ption of Item	Quantity of ordered Items.	Valu e of orde r	Date comple deliv	tion of very	Remarks indicating reasons for late delivery, if any	Has the Suppli er receive d full payme nt toward s the suppli es made
						Purchas e terms	Actual		
1	2	3	4	5	6	7	8	9	10

Signature and seal of the Bid Signatory									
	-								
	_								

FORMAT B2

CA (STATUTORY AUDITOR) CERTIFICATE

(Please see Section VI: Qualification Criteria)

Certificate from the Statutory Auditor					
This is to certify that					
Further it is certified that the previously supplied item are reported to be in working condition without any adverse remarks from the respective users and some are working for more than two year as per the records as on the date of this Tender notification.					
The bidder has previous experience in maintenance and repairs of item for years and has qualified service staff working with him".					
Name of Authorized Signatory: Designation: Name of firm: (Signature of the Authorized Signatory) Seal of the Firm					

B3-FINANCIAL CAPACITY OF THE MANUFACTURER

A. Details of Annual Turnover for Preceding 3 Years.

	Year 1 (2020-21)	Year 2 (2021-22)	Year 3 (2022-23)	Average Annual Turnover
Turn Over				
(In Rs.				
Crores)				

B. Details of Net Worth

	Year1 (Last Financial Year i.e. as on 31st March 2023)
Paid up Capital (Rs. Cr)	
(Add) Free Reserves (Rs. Cr)	
Total Net Worth (Rs. Cr)	
	(Signature of Bid Signatory)
	Seal of the Firm
Certificate fro	om the Statutory Auditor
_	(name of the Bidder) has an average annual al years) and Net Worth (in the last financial
Name of Authorized Signatory: Designation: Name of firm:	
Trains of fifth.	(Signature of the Authorized Signatory)

B3-A FINANCIAL CAPACITY OF THE DISTRIBUTOR

A. Details of Annual Turnover for Preceding 3 Years.

	Year 1 (2020-21)	Year 2 (2021-22)	Year 3 (2022-23)	Average Annual Turnover
Turn Over				
(In Rs.				
Crores)				

B. Details of Net Worth

	Year1 (Last Financial Year i.e. as on 31st March 2023)
Paid up Capital (Rs. Cr)	
(Add) Free Reserves (Rs. Cr)	
Total Net Worth (Rs. Cr)	
	(Signature of Bid Signatory) Seal of the Firm
Certificate	from the Statutory Auditor
_	(name of the Bidder) has an average annual ncial years) and Net Worth (in the last financial
Name of Authorized Signatory:	
Designation:	
Name of firm:	
	(Signature of the Authorized Signatory) Seal of the Firm

SECTION - XII -A

(Please see Clause 13.3(a) of Instructions to Bidders) (to be submitted by manufacturers)

MANUFACTURER'S AUTHORIZATION FORM No._____ dated ____ To **The Managing Director** APMSIDC, Mangalagiri, Guntur. Dear Sir, Tender Notice No.__ who are established and reputable We manufacturers of having factories at and hereby authorize M/s. do (Name and address of Agents) to bid, negotiate contract with you against **Tender Notice** and conclude the No.__ _ for the above goods manufactured by us. individual No company firm or other are authorized to bid, negotiate and conclude the contract in regard to this business against this specific **Tender Notice.** We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of comprehensivewarranty/CMC/AMC as per the above tender. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the items tendered within the stipulated time. We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and read with the Clause 10 of Special Conditions of Contract, for the Goods offered for supply against this invitation for bid by the above firm. Yours faithfully, (Name) for and on behalf of M/s. (Name of manufacturers) Note: This letter of authority is on the letterhead of the manufacturing

concern and should be signed by a person competent and having the

power of attorney to bind the manufacturer.

SECTION - XII -B

(Please see Clause 13.3(a) of Instructions to Bidders)

(to be submitted by Authorized Distributors))

	M	ANUF	ACTURE	R'S AU	JTHO	RIZA	TION	FOR	M		
	No)		d	ated						
To											
The N	/lanaging Di	rector									
APMS	SIDC, Manga	alagiri,	Guntur.								
Dear											
	•	Ten	der Notice	No							
We _				v	vho	are	estab	lishe	d ar	nd re	_ putable
manu	ıfacturers										
havin	ig facto	ories		at							and
				do		here	by	aı	ithor	ize	M/s.
			(Nam	ne and	add	ress	of Ag	ents)	to b	oid, ne	egotiate
and	conclude	the	contract	with	yc	ou a	gain	st	Ter	nder	Notice
No			for the a	bove g	good	s mar	nufac	tured	by	us.	
No	company	or	firm	or	ind	lividu	al	othe	r	than	M/s.
				are	auth	orize	d to	bid	, ne	gotia	ite and
agree or the such spare We a suppl the st We h Gene Cond	Iso hereby used by the tenderer for period of cest reagents also hereby ly, install autipulated timereby extenial Conditionis of Cestion for bid	nderer ails to comproduring decland cor ne. d our ons of ontrac	in the every provide ehensive g the said are that we mission full guaract, for the	rent the satisfactory warrand render the quantee and e Good	e ter actor nty/C d. ve th uant and v read	nderei y afte CMC/A e cap ity of warrai with offere	r is cer sal AMC pacity the nty a the d fo	hang es ar and / to items s per Clau r sup	ed as nd se to si mani s ten Clau se 1 oply	s the ervice upply ufactuatered use 1 0 of again	dealers during all the ure and within of the Special nst this
conc	This letter ern and sho er of attorney	ould k	oe signed	l by a	per	etterh	nead	of th	ne m		acturing

SECTION - XIII

DECLARATION FORM

I / We	having
Our o	office at read and
understood the terms and conditions	contained in the bidding documents under
this notification for bid and offer our b	ids unconditional, to the extent not stated at
any other part of our bid.	
	he item/furnituresimilar to the ones offered cy or organization in the country, at the rate sent tender.
	e than the rate quoted to the APMSIDC, to g the validity of the present contract, we will SIDC, unconditionally.
	Signature :
	Date :
	Name of the

SECTION XIV Check List of Documents to be Uploaded as part of the Bid and Notes to Bidders

I. Documents with the Technical Bid

SI.	Document Description	Documents to
No.		be submitted
1	Process Fee	Online
2	EMD	Online & Offline
3	Bid Form Section VII-A	Online & Offline
4	List of items offered with Make and Model details without	Online & Offline
	prices	
5	Manufacturers Authorization (Maximum 5 authorizations	Online & Offline
	allowed from same manufacturer)	
6	End-User Certificates or CA Certificate as per Format B2	Online & Offline
7	Financial Capability Details Format B3 for Manufacturer	Online & Offline
8	Financial Capability Details Format B3-A Distributor	Online & Offline
9	Details and proof of After-Sales Service facilities	Online & Offline
10	Letter of authorization to sign the bids	Online & Offline
11	Clause-by-clause commentary on technical specifications	Online & Offline
12	Technical and Commercial deviations statements	Online & Offline
13	Copy of the GST Certificate and Details of IT Returns- PAN /	Online & Offline
	TIN copies.	
14	GMS Certified	Online & Offline
15	Certifications: BIS, CE, CB/UL, RoHS, SAR, GMS	Online & Offline
16	Past Performance details	Online & Offline
17	Memorandum of Articles	Online & Offline
18	All the uploaded Technical / Price bid, to be attested by a	Online & Offline
	Gazette Officer, self attested or properly notarized.	
19	Declaration Form	Online & Offline
20	General information about the bidder	Online & Offline

SI.	Document Description	Documents to
No.		be submitted
21	DPIIT Approval, if required	Online & Offline

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of APMSIDC at their e-mail address: aphmhidc@gmail.com, ed.apmsidc16@gmail.com, or on the mobile Nos. 8978644900.

II. Financial (Price) Bid in the format available with the e-procurement platform

- Please note that the Bidder runs the risk of his bid being rejected if the price schedule contains any conditions.

Notes to Bidders

- 1. Upload the documents in ZIP format with suitable description as defined above.
- 2. The scanned documents shall be legible failing which they will not be considered.
- 3. Sign on all statements, documents, certificates uploaded owning responsibility for their correctness / authenticity.
- 4. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate
- 5. The tenderer is subjected to be blacklisted and the EMD forfeited if he is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices Clause)
- 6. All the Bidders are requested to quote with single option only, for the each item offered and please note that bids with multiple options, for any one or all of the items offered, will be rejected by the purchaser as Nonresponsive.

ANDHRA PRADESH MEDICAL SERVICES CORPORATION LTD

INSTALLATION CERTIFICATE

(to be filled jointly by the Tenderer, head of user institution & Representative of the Tender Inviting Authority individually for every item)

HOSP CODE	/									
Hospital Nam										
				Item D	etails					
EQPT CODE	1					Purchas	se Orde	r		
Name of the i	tem:					No:				
Make / Manuf	acturer	.				Purchas	se Orde	r		
						Date:				
Model						Purchas		unt		
Serial no.						Project	Name			
Location / De										
Installation St		e				Comple	ted Date	Э.	<u> </u>	
Comprehensi						Compre	hensive)) _ 1		
Warranty Star		Li	1-:-4-	C-b-	ماريام	Warrant			<u> </u>	
				nance Sche				IVIONU		/:_:4 <i>A</i>
YEAR	V	/isit ′	l	Visit 2	-	VI	sit 3		V	/isit 4
				Contact	Detei	<u> </u>				
SUP.CODE /			I	Contact	Detai	15				
Name of the S	Supplie	r								
Name of Serv		1					Mobile	No	Т	
Engineer	100						INIODIIC	INO.		
Service Centr	<u></u>						Mobile	Nο	+	
Manager's na							IVIODIIO	110.		
Service cente		SS					•		•	
				Accessori	es su	pplied				
SI.		Ite	m		Qty.	Seri	al No.		Rei	marks
No.										
			-	Γο be filled	hy Ind					
Whether the s	sticker a	affixe					the iten	n or o	n a	YES / NO
conspicuous	place in	the	installe	ed room/sto	rage	area?				(tick one)
Whether a dig	gital Pho	otog	aph of	the installe	ed iter	n taken a	after aff	ixing	the	YES / NO
sticker in the Whether the I	presend	ce of	the ho	spital perso	onnel	<u> </u>	on the t	achn	ical	VEC / NO
specification/	kev feat	tures	Was c	conducted to	o the	satisfact	ion at th	e tim	icai ie of	YES / NO
										1

installation?	installation?						
Whether training was of installation?	conducted to the s	atisfaction	at the time o	f	YES / NO		
Short supply items, if					1		
any							
Remarks of hospital authorities							
Recommend to release payment		The i	tem is workin	ıg satisfac	torily YES		
YES 🗆 NO 🗆		<u> </u>	NO 🗆				
The item was installed and handed over on (Installation date to be fiiled in by the Head of the institution or by the end user)							
Name of Service Engr.			Sign.				
Name of End User &			Sign.				
Department							
Mobile No.							
Name of Bio Medical			Sign.				
Engr. & Organization							
Signature of the			Sign. &				
Superintendent.			Seal				
Mobile No.							
Date:		Date:					
Seal of supplier:		Hospital S	Seal:				

Note: The installation report shall be submitted in a single sheet printed back to back and shall be submitted individually for eachitem installed.

Annexure - II On Consignee letter Head

D (
Dt:			

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

THREE MONTHS PERFORMANCE CERTIFICATÉ

(to be filled by the head of user institution individually for every item)

HOSP CODE	1										
Hospital Name	e:										
SUP.CODE /											
Name of the S	Supplier										
				Iter	n De	etails					
EQPT CODE	/Name						Pι	urchase Orde	er No:		
of the item:											
Make / Manufa	acturer					l l	urchase Orde ate:	er			
Model							Pι	urchase Amo	ount		
Serial no.							Pi	roject Name			
Date of Install	ation						Lc	ocation /			
							D	epartment			
Whether Item	working	, sati	sfactorily	with	out a	any pr	oblen	n for one	YES 🗆	NO □	
month?											
If No, provide	details	of ite	m failure	in the	e firs	t mor	nth				
(attach addition	al details	if an	ny in a sep	oarate	shee	et)					
			В	REA	K DO	NWC	DETA	AILS			
Break down	Attende	ed	Rectifie	d	Atte	ended	by	y Details of b		eak down / service	
Reported	date		date								
Date											
Present status	of the	item		\//	orkin	n sat	isfact	_ orily □ Not	working	satisfactor	ilv 🗆
Recommende			e final na					Satisfactor	<u>''y</u> ⊔		
Recommend f						<u> </u>	YES		J		
Performance of					OTIL						
supplied	31 40000	,50110	<i>.</i>								
• •	ner Trair	ning				Re	equire	d 🗆 Not re	equired		
Remarks of ho	ospital										
authorities	.										
Three month p	performa	ance	certificat	te wa	s iss	ued c	n				
(date to be filed								l user)			
Name of End User &								Sign.			
Department											
Signature of th	ne							Sign. & Sea	al		
Superintender	nt.										
Date:		•				Date:	:		-		
Seal of supplie	er:					Hosp	ital S	eal :			

Annexure - III

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

WARRANTY CERTIFICATE

Date:

(to be fiiled jointly by the Tenderer, head of user institution & Representative of the Tender Inviting Authority individually for every item)

APMSII	DC Supply order No:		dat	ed			
Theiten	n			(Item Name)			
Model I	No	. bearing	serial no		was		
installe	d successfully at			(Ins	titution		
Name) i	is offered with a compreh	ensive wa	arranty for a pe	eriod of	Years		
starting	from	to		including a	ll the		
followin	g accessories;						
SI. No	Name of the accessory	Manufac	turer's name	Item Serial No.	Qty		
Name	of the Supplier:		Name of the Supdt. / End User:				
Signature: Seal:			Signature: Seal:				

Annexure - IV

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

PREVENTIVE MAINTENANCE CHECK LIST

Item Name.

SI. No.	Activities carried out during Preventive Maintenance visit	Visit 1	Visit 2	Visit 3	Visit 4
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					

Annexure-V

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

CALIBRATION CHECK LIST

Item Name

Model.

SI. No.	Parameters to be calibrated	Frequency of calibration required
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Annexure-VI

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

List of Spare Part

ItemName :			
Make:			
Model			

SI. No.	Spare name	Cost (inclusive of all charges)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Signature :

Date :

Name of the Firm and address :

Annexure-VII

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)

		LITI OOKI OKATIOI	•	•				
	GENERAL INFORMATION ABOUT THE TENDERER							
	Name of the Tenderer							
	Registered address of the firm							
	State:	Dis						
	Telephone. No.	Fax.No.	Е	mail.				
3	Address							
	01.1		D: (: (1				
	State		District					
			I Cov					
	Telephone No.		Fax					

Type of Firm (Please □ relevant box)

		(· · · · · · · · · · · · · · · · · · ·	
4	Private Ltd.	Public I	Ltd.	Proprietorship	
	Partnership	Society	1	Others, specify	
Registration No. & Date of					
	Registration.				
		Nature of		-lease □ relevant box)	
		Business (
5	Original Item M	1anufacturer		Authorized Dealer	
				/Representative	
	Direct Importer	•		Others, specify.	

Annexure-VIII

SERVICE CENTRE DETAILS

T	OLL FREE NUMBER, IF ANY	
SI. No	Name and address of the service center (s)	Contact Details
		Telephone No:
		Fax No:
1		Email ID.
		Name of the Service
		Engr.
		Mobile No.
		Telephone No:
		Fax No:
2		Email ID.
		Name of the Service
		Engr.
		Mobile No.
		Telephone No:
		Fax No:
3		Email ID.
		Name of the Service
		Engr.
		Mobile No.