



**Request for Proposal
(RFP) for
Providing Fabrication for 432 Base Vehicles and Medical Equipment to
provide Healthcare Services (104) across Andhra Pradesh**

**Tender No: 10.1/APMSIDC/2022-23
Dated: 02.09.2022**

**Andhra Pradesh Medical Services & Infrastructure
Development Corporation (APMSIDC) Department of
Health, Medical & Family Welfare
Government of Andhra Pradesh representing the Governor of
Andhra Pradesh for the state of Andhra Pradesh**

Disclaimer

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh” shall be procuring vehicles for Mobile Medical Units (MMUs) for providing healthcare services in Andhra Pradesh”

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

List of abbreviations:

S. No.	Abbreviation	Description
1	ANM	Auxiliary Nurse Midwife
2	AP	Andhra Pradesh
3.	APMSIDC	Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)
4.	APTS	Andhra Pradesh Technology Services Limited
5.	ARAI	Automotive Research Association of India
6.	ASHA	Accredited Social Health Activist
7.	AWW	Anganwadi Worker
8.	BDS	Bid Data Sheet
9.	BG	Bank Guarantee
10.	CA	Chartered Accountant
11.	CC Camera	Closed-Circuit Camera
12.	CMC	Comprehensive Maintenance Contract
13.	DD	Demand Draft
14.	DM&HO	District Medical and Health Officer
15.	EMD	Earnest Money Deposit
16.	FDHS	Fixed Day Health Services
17.	GIS	Geographic Information System
18.	GoAP	Government of Andhra Pradesh
19.	GPS	Global Positioning System
20.	GST	Goods and Services Tax
21.	HR	Human Resources
22.	IEC	Information Education and Communication
23.	INR	Indian Rupee
24.	IT	Information Technology
25.	KPI	Key Performance Indicators
26.	LCD	Liquid Crystal Display
27.	LOA	Letter of Award
28.	MMU	Mobile Medical Unit

29.	MO	Medical Officer
30.	MPHEO	Multipurpose Health Extension Officer
31.	MPHS	Multipurpose Health Officer
32.	NHM	National Health Mission
33.	NVBDCP	National Vector Borne Disease Control Programme
34.	O&M	Operations and Maintenance
35.	OPD	Out Patient Department
36.	PC	Personal Computer
37.	PHC	Primary Health Care
38.	PSU	Public Sector Unit
39.	RFP	Request for Proposal
40.	RNTCP	Revised National Tuberculosis Control Program
41.	TIA	Tender Inviting Authority
42.	VHNSC	Village Health Nutrition and Sanitation Committee
27.	LOA	Letter of Award
28.	MMU	Mobile Medical Unit
29.	MO	Medical Officer
30.	MPHEO	Multipurpose Health Extension Officer
31.	MPHS	Multipurpose Health Officer
32.	NHM	National Health Mission
33.	NVBDCP	National Vector Borne Disease Control Programme
34.	O&M	Operations and Maintenance
35.	OPD	Out Patient Department
36.	PC	Personal Computer
37.	PHC	Primary Health Care
38.	PSU	Public Sector Unit
39.	RFP	Request for Proposal
40.	RNTCP	Revised National Tuberculosis Control Program
41.	TIA	Tender Inviting Authority
42.	VHNSC	Village Health Nutrition and Sanitation Committee

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1. Introduction

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

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

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

- a. Improve mapping of inaccessible villages with better route planning of MMUs
- b. Increase number of functional facilities, allowing more opportunities for referral to facilities at shorter distances,
- c. Ready availability of telemedicine, and
- d. Better understanding of service packages that can be rendered through MMUs

The Ministry of Health & Family Welfare, Government of India, released Operational Guidelines for Mobile Medical Units in 2015 as a reference framework for states to adopt good practices and improve use of MMUs. The MMUs operate based on a range of

parameters such as geography, mapping, routing, service packages for various contexts, norms for deployment, and appropriate human resources.

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

In view of the above, and as per the suggestion received from the Expert Committee on Health, constituted by the Government, Dr. YSR Aarogyasri Health Care Trust, on behalf of the Department of Health & Family Welfare, Government of Andhra Pradesh, is procuring vehicles to operate as Mobile Medical Units (MMU) through this RFP.

1.1 Overall scope of current RFP

The purpose of this RFP is to invite proposals from interested parties for the **Fabrication and supply and installation of Medical Equipment** for 432 MMUs providing 104 services in Andhra Pradesh. The detailed scope of work is provided in section 5 of this RFP.

2. Bid Data Sheet

S. No.	Information	Details
1.	Tender Inviting Authority (TIA)	Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation(APMSIDC), Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh.
2.	Purchaser/Client	Chief Executive Officer, Dr. YSR Aarogyasri Health Care Trust, Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh.

3.	Name of RFP	Providing Fabrication for 432 Base Vehicles and Medical Equipment to provide Healthcare Services (104) across Andhra Pradesh
4.	Name, address and contact details of procuring agency	Designation: Executive Director Address: 2 nd Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503 E-mail id: aphmhidc@gmail.com Contact No: +91-8978644900
5.	Tender number	10.1/APMSIDC/2022-23 02.09.2022
6.	Number of MMUs to be fabricated	432
7.	Date and time of publishing of RFP on e-Procurement portal	06.09.2022
8.	Non-Refundable Tender Cost	INR. 29,500 /-in form of Demand Draft (DD) in favor of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of AP payable at Mangalagiri
9.	EMD	INR. 1,20,00,000/- in form of Bank Guarantee (BG) or Demand Draft (DD) in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of AP payable at Mangalagiri
10.	Method of evaluation of bids	<ul style="list-style-type: none"> • Minimum 70 marks in Technical evaluation • Lowest cost bidder (L1) with reverse tendering /auction
11.	Last date, time (deadline) and venue for receipt of proposals in response to this RFP notice through e-	20.09.2022 03.00 PM

	procurement portal, GoAP including scanned copies of tender fee and EMD	
12.	Date and Time of submission of technical proposal including original copies of EMD (Physical Copy), tender document fee (Physical Copy)	20.09.2022 03.00 PM
13.	Date and time of opening of Technical Bids on e-Procurement portal	20.09.2022 03.01 PM
14.	Pre Bid meeting	09.09.2022 11.00 A.M @ O/o APMSIDC, 2 nd Floor, Plot No. 09, Mangalagiri, Guntur 522503
15.	Date and time for Technical presentation	Date will be intimated Later
16.	Date and time of Opening of Financial Bid on e-Procurement portal	Date will be intimated Later
17.	Date and time of Reverse Tendering / Auction process	Date will be intimated Later
18.	Duration for Reverse Tendering / Auction	Reverse tendering / auction shall be conducted for 6 hours, extendable further based on the rules mentioned in section 6. The reverse tendering procedure is as envisaged in the G.O.Ms.No.67, Water Resources (Reforms) Dept, 16-08-2019 as amended by G.O.Ms.No.79 Finance (HR-VTFR) Department, dated. 25-08- 2020.

19	Timelines for delivery of vehicles	The time for delivery of the duly fabricated and duly installed with medical equipment and air-conditioning, seating & other paraphernalia with registration and ARAI Certification as provided in the bid is 45 days as the outer time limit from the date of prototype approval and delivery of the temporary registered Base Vehicle.
20	Prototype Approval	1 week from the date of issue of Purchase Order
	Bid validity period	180 days
21.	Forms and Annexures to be filled	Form 1 Part A1: Vehicle Fabrication specifications for MMU vehicles Form 1 Part B1: Equipment to be provided by the Supplier for all MMUs Form 1 Part C - Illustrative drawing for 104 MMU vehicles
		Form 2: Vehicle compliance requirements Annexure 1: Letter of proposal Annexure 2: Particulars of Bidder Annexure 2A: Declaration that bidder is not blacklisted and not declared NPA Annexure 3: Previous Project Experience Annexure 4: Proposed vehicles, fabrication, and equipment Annexure 6: Financial bid format Annexure 7: Format of Bank Guarantee for Bid Security Annexure 8: Format of Bank Guarantee for Performance Security Annexure 9: Format for Joint Bidding /Consortium Agreement Annexure 10: Format for Power of Attorney for Lead Member of Consortium

Checklist for the Bidder

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

3. E-Procurement process

Inviting Bids through e-Procurement Portal

RFP No.

Date:.

1. Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh invites online bids (Three bid system) through e-Procurement portal from eligible bidders for Supply of vehicles for MMUs (104).
2. A complete set of bidding documents can be downloaded from <https://tender.apecurement.gov.in> as per the date and time provided in the bid data sheet.. However, a scanned copy of the Demand Draft for INR 29,500/- drawn in favor of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of AP payable at Vijayawada shall be uploaded towards cost of Tender Document along with the bid, failing which the bid will be disqualified.
3. Eligible Bidders must submit their bids for the complete scope of work. Any bid submitted for incomplete scope shall be rejected.
4. Issuance of Bidding Documents will not be construed to mean that such bidders are automatically considered qualified.
5. All bids must be accompanied by Bid Security as given in the table, failing which the bid will be rejected.
6. All bids must be submitted on or before last date and time as mentioned in the bid data sheet, through e-Procurement portal only (online).
7. Bids will be opened on the date and time as mentioned in the bid data sheet in the presence of the bidders or their representative, who choose to attend on the specified date and time at the Office of APMSIDC.
8. APMSIDC will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of bids.
9. APMSIDC reserves the right to reject bids without assigning any reason whatsoever.

10. In the event of date being declared as a closed holiday, the date for submissions of bids and opening of bids will be the following working day at the appointed time.

Procedure for offer submission:

1. The Bidders shall submit their response through e-Procurement portal at <https://tender.apecurement.gov.in> or <http://www.apecurement.gov.in/> by following the procedure given below.
2. **The Bidders shall register on the following websites to submit the bids online:**
 - **<https://tender.apecurement.gov.in> (for submission of pre-qualification, technical qualification, price bid formats and reverse auction)**
3. Offline bids will not be entertained by the Tender Inviting Authority for tenders published in e-Procurement portal.
4. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online formats displayed in e-Procurement website. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria/technical bids and other certificates/documents in e-Procurement website. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document.
5. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement portal and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e- Procurement portal.
6. Submission of Hard Copies: The bidder shall submit along with the uploaded scanned copies of original documents and its hard copies and for DD/BG towards EMD, for submission of

originals is optional as per the Govt.Memo.No.ICD01-COOR0MISC/22/2020/ Reforms, Dated:27.03.2020, that the uploaded scanned copies of genuine and the originals are available for submission as and when required and in case if anything found contra liable for legal consequences as per G.O.MS.No:50, WR(R)Dept, dt.15.10.2020.

Further the acceptance of Bank Guarantee is subject to counter verification with bank on genuineness as per G.O.MS.No:50 supra.

7. APMSIDC shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hard Copies to avoid any discrepancy. The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the tender conditions.
8. Payment of Transaction Fee: All the participating bidders have to electronically pay a non- refundable transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on e-Procurement portal", as per the Government Orders placed on the e- procurement website.
9. Tender Document: Bidders are requested to download Tender Document and read all the terms and conditions mentioned in the Tender Document and seek clarification, if any, from the Tender Inviting Authority. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time- to- time, in the e-Procurement portal. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.
10. Bid Submission Acknowledgement: Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the

bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The APMSIDC and M/s. APTS are not responsible for incomplete bid submission by users.

11. How to Apply

- a. Click at <http://www.apecurement.gov.in> or <https://tender.apecurement.gov.in> to download e-Procurement notification
- b. Read the complete document carefully
- c. Pre-qualification, Technical bids shall be submitted online, as well as hard copy in two separate envelopes and put both these envelopes inside a bigger envelope. On the bigger envelope mention the details of the Tender Inviting Authority as mentioned in the bid data sheet.
- d. Financial Bid shall be submitted online only**
- e. The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

4. General References

- a. The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation on behalf of “Dr. YSR Aarogyasri Health Care Trust, Government of Andhra Pradesh”.
- b. Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
- c. Dr. YSR Aarogyasri Health Care Trust hereafter shall be referred to as “Purchaser/Client” in this document.
- d. The Applicant who is providing response to this bid is hereafter referred to as “Bidder” in this document.

- e. The Bidder who is successful in post evaluation of proposals according to terms and conditions of this RFP is hereafter referred to as “Selected Bidder / Supplier”.
- f. The agency appointed by the Client for delivery of 104 services at the field level. Hereafter referred to as “Service Provider” shall be appointed by the Client for Operation of MMUs and providing healthcare services at field level.

5. Detailed Scope of Work

Specification of vehicles for MMUs (104 services)

The government intends to procure vehicles for providing MMUs in Andhra Pradesh. The Fabrication related specifications of the vehicles to be supplied by the selected Bidder/Supplier are mentioned in Form 1 of this document.

Number of vehicles to be procured

The number of vehicles to be procured is listed in ‘Bid Data Sheet’ of this RFP.

Responsibilities of Government and selected bidder

Responsibilities of the selected Bidder

- a. Base Vehicle will be provided by the Client/ TIA.
- b. Undertake fabrication works in the vehicles as per specifications provided in Form 1 Part A1 of the RFP.
- c. Provide equipment mentioned under Form 1 Part B1 with a standard warranty.
 - Standard Warranty shall mean all manufacturing defects associated with fabrication and equipment
- d. Install and commission equipment as provided in Form 1 Part B1 of the RFP.

- e. Ensure compliance of the vehicle to various standards and performance requirements throughout the scope of the contract period as per standard norms and as provided in the RFP.
- f. Provide all relevant invoices in agreed formats within specified timeline.
- g. Comply with procedures of RTA of the State of Andhra Pradesh in registration of the vehicles, including payment of taxes and fee as required.
- h. Provide free services for Fabrication and Equipment under warranty as per RFP.
- i. The bidder shall undertake to provide the standard warranty.
- j. Deliver equipped MMUs to the parking locations identified by the Client.
- k. Provide compliance to proposed fabrication and medical equipment by filling Annexure 5.

Responsibilities of the Client

- a. Base Vehicle will be provided by the Client/ TIA.
- b. Inspect, check and accept vehicles in accordance with the requirements mentioned in this RFP
- c. Provide parking place for vehicles.
- d. Appoint a Service Provider for delivery of 104 services at the field level
- e. Provide any future medical equipment and medical supplies
- f. Conduct technical examination, test and audits on a

periodic basis or as and when desired.

- g. Tripartite agreement shall be signed between the Supplier, Client and the Service Provider related to maintenance and repair of equipment and vehicle fabrication.
- h. The Client shall sign agreement with Service Provider to register Fabricated vehicles as Mobile Medical Units / Clinics.

Financing model for procurement of vehicles

The bidder is required to indicate all costs related to Fabrication to Base Vehicle, supply and installation of medical equipment, standard warranty, inland transportation for vehicle delivery, servicing and other miscellaneous charges in their financial bid. Payments will be made by Dr. YSR Aarogyasri Health Care Trust to selected bidder. The payments to the Supplier shall be on an outright purchase model (total cost as per Annexure 6 Price-Bid Format) and shall be based on successful delivery of vehicles in compliance with the delivery schedule and upon acceptance of the vehicles by the Client.

Ownership of vehicles

The vehicles shall be registered in the name of the CEO, Dr. YSR Aarogyasri Health Care Trust.

Registration of vehicles

The selected bidder will be responsible for registration of all vehicles. All the vehicle registration numbers must be in a sequence form. State Government will support the selected bidder to procure sequential registration numbers from its Transport Department

Timelines for supply of vehicles

The delivery schedule for the vehicles is provided in the Bid Data Sheet.

Vehicle Compliance requirements

The vendor shall comply with various requirements during the contract period as provided at Form 2 of this RFP

6. Conditions of Eligibility of bidders Pre-qualification criteria

S. No	Eligibility	Documents Required
1	<p>The Bidder can be a Company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium.</p> <p>The bidder shall be either Fabricators/Medical Equipment Suppliers</p> <p>In case of Consortium, the lead member shall be legally responsible and shall represent all consortium members, if any, in all legal matters.</p>	Incorporation certificates for each of the bidding entities
2	Bidder should have more than 5 financial years of experience in Fabricating MMUs or similar type of vehicles in India to various Central/State Government Departments/PSUs/ Parastatal agencies	Work order(s)
Credentials of the Fabricator and Medical Equipment Supplier		
3	<p>The bidder should have average annual turnover of INR 40 Cr during the last three financial years (2019-20, 2020-21 and 2021-22)</p> <p>In case the bidder does not have audited financial report of 2021-22 then the bidder can submit FY 2020-21 audited financial report</p>	Audited financial reports
4	The bidder should have leased or fabricated at least 300 vehicles on cumulative basis to any Central/State Government/PSUs /Parastatal during the last 5 financial years	Work order(s)
5	The bidder should not have been debarred or blacklisted by any Central/State Governments/PSUs and not declared as an NPA by any bank or financial institution in India	Self-certification (Annexure 2A)

Note:

1. Further, all the members authorizing the sole bidder shall meet the pre-qualifications mentioned in the table above.
2. Sole bidder shall have an average turnover of INR 40 Cr from the last 3 financial years (2019-20, 2020-21, and 2021-22) for the works such as fabrication/medical equipment/ PHC on wheels, supply as mentioned under this RFP. Proof of income from operations and audited financial reports shall be submitted by the Bidder as part of the Technical Proposal
3. The prequalification criteria with respect to debarment blacklisting, and non-performing asset (NPA), shall be applicable for all the members of Consortium and sub-contractors.

4. In case of a consortium:

- a. "No foreign entity or individual be permitted as partner of the consortium"
- b. "All or any of the consortium partners (up to 3-partners who can be either individuals or entities like company or partnership firm duly registered under Indian Laws) shall have to meet the turnover criteria in the Technical Qualification".
- c. The maximum number of permissible partners in the Consortium is 3." The Power of Attorney shall be duly stamped and either registered or notarized as per the Indian Laws".
- d. The parties to a Consortium shall be jointly and severely liable if awarded to the Consortium; and
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - i. Convey the intent to enter into the agreement and subsequently carry out all the responsibilities as mentioned in terms of the RFP, in case any Project is awarded to the Consortium;
 - ii. Clearly outline proposed roles and responsibilities of each Member at each stage;

f. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Client. (Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered

Evaluation criteria for technical proposal

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

S. No	Eligibility	Documents Required
1		Work order/Proof of experience.
	Description	
	More than 300 number of vehicles each For 5 Central/State Governments/ PSUs/ Parastatal agencies	
	Between 201 and 300 number of vehicles each for 5 Central/State Governments/PSUs/ Parastatal agencies	
2	Between 100 and 200 number of 104 vehicles each for state governments	Sectional View with Interior & Exterior Drawing with clear dimensions

3	<p>Technical presentation – 30 marks</p> <p>Technical presentation by Bidder shall include approach and methodology on vehicle branding (3 branding designs), design & fabrication, quality, innovative ideas on fabrication, adherence to delivery timelines prescribed, additional features/specifications that can be provided, handholding support and training to service provider/staff during the contract period. - 20 Marks</p> <p>Presentation should not be limited to but may include proof of annual running costs of vehicles in Government set up, repeat orders if any obtained from state governments, estimate of probable terminal value and any other item of probable implication on improving efficiency and durability of service provisioning. - 10 Marks</p>	<p>Technical presentation to Evaluation Committee by Bidder</p>
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Note: For Sl. No. 1, the bidder should provide the Client at least two satisfactory certificates regarding the performance of vehicle fabrication and equipment from Central/State Governments/ PSUs Parastatal agencies.

Evaluation criteria for financial proposal

Bidders shall upload the financial proposal in the format at Annexure 6 (the “Financial Bid Format”), clearly indicating the total cost of the supply in both figures and words, in INR, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

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

- a. All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any

assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- b. The Financial Proposal shall take into account all expenses and tax liabilities including GST. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- c. Costs shall be expressed in INR.

Preliminary Examination of proposals

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

Evaluation of proposals

- a. Three stage evaluation will be taken up for identification of successful bidder
 - i. Pre-qualification Evaluation
 - ii. Technical Evaluation
 - iii. Financial Evaluation
- b. Bidders who fulfill the eligibility criteria will be considered for technical evaluation and all other bids will be considered as non-responsive and will be rejected.
- c. Technical evaluation of bids will be done as per the criteria mentioned in clause 6.2. The bidder should score at least 70 marks to be qualified technically. Based on the technical evaluation, a list of short-listed applicants shall be prepared.
- d. The bidders, who are technically qualified (minimum 70 marks), will be eligible for financial evaluation.
- e. Financial bid shall consist of price to be paid by the Client to the Selected bidder
- f. The Bidder shall be selected on the basis of Lowest Cost Bidder (L1), having the lowest financial proposal, with a minimum of 70 marks in their technical proposals. The Reverse tendering/auction process will be conducted to finalize the L1 bidder. Detailed process of Reversetendering /

auction is defined in Section 6.

- g. The next ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.

Reverse tendering / auction process on e-Procurement portal

- a. APMSIDC will schedule reverse tendering / auction process on the e-Procurement portal, as per date and time published in the Bid Data Sheet. In case of any change in date and time, the same will be published on the website of APMSIDC/eProcurement portal. Qualified technical bidders will also be communicated through e-mail the date and time for the conduct of reverse tendering / auction process. Further the reverse tendering procedure is as envisaged in the G.O.Ms.No.67, Water Resources (Reforms) Dept, 16- 08-2019 as amended by G.O.Ms.No.79 Finance (HR-VTFR) Department, dated. 25-08- 2020.
- b. Online reverse tendering / auction process
 - i. The online Reverse tendering / auction process will run on the total amount to be paid to the Bidders.
 - ii. Only technically qualified bidders (70% technical score) will be permitted to participate in the reverse auction.
 - iii. The 'opening price' i.e. start price for Reverse Auction will be the lowest (L1) price quoted by the Bidders amongst all technically qualified bidders.

For illustrative purpose only,

Vehicle	Quantity (Q)	Unit Price (in INR) (U)	Total Price (INR)
104- MMU	Q1	U1	Q1 * U1

- c. For the purpose of Reverse Auction, the minimum bid decrement will be INR 1000 for Unit price.
- d. Bidders can modify the unit prices of a vehicle model, 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.

- e. Reverse Auction duration: The duration of the reverse auction is as mentioned in the BDS. All bidders are required to submit their online sealed bids during this period.
- f. In case, if any bidder decides to lower the price in the last fifteen (15) minutes of the reverse auction duration, then the duration of the reverse auction will be extended for additional 15 minutes (Bid Received time + 15 minutes) to enable other bidders to participate further. Such extensions will continue as long as there is no bid received in the last 15 minutes.
- g. After the completion of the online reverse auction, the Closing Price (Final L1 Price) and the successful bidder shall be finalized.

Bid validity period

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

Number of proposals

A Bidder is eligible to submit only one proposal.

Cost of proposal

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

Acknowledgement by Bidder

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

- a. Made a complete and careful examination of the RFP;
- b. Acknowledged that it does not have a conflict of interest; and

- c. Agreed to be bound by the undertaking provided by it under and in terms hereof.

Conflict of interest

1. A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.
2. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the TIA regarding this bidding process; or
 - e. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - f. any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency in implementing Supplier Agreement.
 - g. has a close business or family relationship with a professional staff of the Client who:
 - i. are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - ii. would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the procurement process and execution of the contract

Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 6.

Clarifications

TIA shall have the right to seek any clarifications from the Bidders during the process of evaluation of proposals.

Bidders requiring any clarification on the RFP may send their queries to the TIA in writing (by post or e-mail) before the date mentioned in the BDS.

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

Amendments/Modifications

- a. At any time prior to the deadline for submission of proposal, the TIA may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment through posting it only on its website and on e- Procurement portal.
- b. All such amendments/modified RFP will be posted only on the website and e- Procurement portal and shall not be published in any newspaper and will be binding on all Bidders.
- c. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the TIA may, in its sole discretion, extend the Proposal Due Date

Preparation and submission of proposal

Language of bid

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

Format and signing of proposal

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

The proposal shall be typed and signed by the authorized signatory of the Bidder

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

Technical proposal

- a. Bidders shall upload the technical proposal in the proposed formats, if any (the “Technical Proposal”).
- b. Failure to comply with the requirements shall make the

Proposal liable to be rejected.

- c. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- d. The Client reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.

Financial proposal

Bidders shall upload the financial proposal in the format at Annexure 6 (the "Financial Proposal") clearly indicating the total cost of the supply in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

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

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

Submission of proposal

The proposal submission shall be as per the e-procurement process

Proposal due date

The Proposal due date is listed in the Bid Data Sheet. The TIA may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 6.

Late proposals

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

Bid fees and Earnest Money Deposit

- a. The Bid shall be accompanied by Non-refundable Tender Cost and Earnest Money Deposit (EMD) as mentioned in BDS in favour of MD, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC, Government of AP payable at Vijayawada
- b. No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be not considered.
- c. EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of the resultant agreement. The EMD of the successful supplier will be returned without any interest, after receipt of performance security as per the terms of agreement.
- d. EMD of Bidder may be forfeited without prejudice to other rights of the TIA, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid, or if it

comes to notice that the information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidder's EMD will also be forfeited without prejudice to other rights of the bidder, if he fails to furnish the required performance security within the specified period.

Fraud and Corrupt Practices

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

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

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. “undesirable practice” means
 - i) establishing contact with any person connected with or employed or engaged by TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Confidentiality

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

power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the TIA

Clarifications

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

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

Clients Right to accept/reject any proposal or all proposals

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

Award of Contract Notification of Award

Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser shall notify the successful bidder in writing, that their Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Notification of Award"/"Letter of Award") shall name the sum which the Purchaser will pay to the Supplier in consideration of the execution, completion and maintenance by the Supplier as prescribed by the Contract (hereinafter and in the Conditions

of Contract called the "Contract Price"). Within 5 days of receipt of the "Notification of Award"/"Letter of Award" the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.

Performance Security

Upon receipt of Letter of Award (LOA) from the TIA, the successful Bidder shall furnish the Performance Security of an amount equal to 10% of the contract value by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form. The Performance Security shall be valid for six months beyond the agreement period and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. The performance security

shall remain valid at least till the expiry of the contract period. If the selector bidder fails to submit the performance security within stipulated time the EMD shall be forfeited.

Signing of contract

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

Disqualification of the bidder

- a. Any misrepresentation/improper response may lead to disqualification of the Bidder.
- b. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has

made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Supplier either by issue of the LOA or entering into the Agreement

- c. If the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client without the Client being liable in any manner whatsoever to the Applicant, as the case may be. In such an event, the Client shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the Client as mutually agreed for, inter alia, time, cost and effort of the Client without any other right or remedy that may be available to the Client.
- d. Each bidder shall submit only one Tender for the fabrication etc. works covered by the bid. A Bidder who submits more than one Tender either in the form of individual or other legal entity including as consortium will suffer automatic disqualification of all the tenders submitted by the Bidder.
- e. The Bidder either individual or other legal entity like JV or Partnership or even any member of the JV/Partnership applied for or availed corporate debt restructuring/strategic debt restructuring and not cleared the loan for more than six years / whether DRT/NCLT proceedings pending or not , is not eligible to participate in the bid.

General Conditions of Contract Definitions

- a. "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such

additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. "Client" means the Chief Executive Officer, Dr. YSR Aarogyasri Health Care Trust, Department of Health, Medical & Family Welfare, Government of Andhra Pradesh representing the Governor of Andhra Pradesh for the state of Andhra Pradesh.
- g. "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

Relationship between the parties

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

Law Governing the Contract

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

Language

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

Notices

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

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

Taxes and Duties

- a. All the Suppliers are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- b. All customs duties, excise duties and other levies payable by the Supplier on goods, equipment, components and any other items used for their consumption or dispatched directly to Purchaser by the Supplier or their sub-suppliers shall be included in the bid price and any such taxes, duties, levies additionally payable will be to Purchaser's account and no separate claim on this account will be entertained by the Purchaser.
- c. The Supplier shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Purchaser or the Supplier in pursuance of the Contract, if applicable. Tax liability, if any, on Supplier's personal income & property shall be borne by the Supplier and shall be the responsibility of the Supplier as per Tax Laws of India.
- d. Purchaser shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Supplier under the contract.
- e. If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Supplier in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.

Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the Supplier instructing the Suppliers to begin carrying out the Services.

Reporting obligations

The Supplier shall ensure that information, records and documentation necessary to monitor the agreement are maintained and are available at all times to the Purchaser or its authorized representative. The Supplier hereby agrees that his and all his/her staff shall at all times co-operate with the reasonable processes of the Purchaser for monitoring, evaluation and carrying out quality audit by any third party authorized by Purchaser. The Supplier further agrees to maintain confidentiality of data and records and commits that such data and records will not be shared with any third party for any purpose

Expiration of Contract

Unless terminated earlier pursuant to Clause 6 here of, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

Entire Agreement

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

Modifications

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

Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to: war and other hospitalities, (whether war be declared or not),

invasion, act of foreign enemies, mobilization, requisition or embargo; ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof. rebellion, revolution, insurrection, military or usurped power and civil war; riot, commotion or disorder, except where solely restricted to employees of the Contractor.

Suspension

If the Supplier is not performing the duties in accordance with the Contract or is neglecting to perform his obligations there under to seriously affect the programme for carrying out the services, the Client may give notice to the Supplier requiring him to make good such failure or neglect, within 15 days of receiving the notice. In case the default continues beyond two notices, Client shall have the right to terminate/suspend the Supplier by issuing a third notice/ suspension order. Any such suspension/ termination shall be without prejudice to any other rights of powers of the Client, or the bidder under the Contract. The Supplier shall continue its performance of the contract during arbitration proceedings unless the Client shall order suspension. If any such suspension is ordered, reasonable costs incurred by the Client and occasioned thereby shall be added to the 10 S. No. Page No. Section No. in RFP Existing Clause in RFP Modified Clause Contract Price. No payments due or payable by the Client shall be withheld on account of pending reference to arbitration.

Disputes and modes of Settlement of claims/ disputes and place of exclusive jurisdiction:

1. If there is any dispute or difference, the supplier/contractor (since defined) may give notice in writing to the Client/Purchaser/Employer (since defined) and the Client shall give his finding and response within 30-days therefrom (from the date of receipt of the grievance) and if the

contractor/supplier is not satisfied or there is no response given within the 30-days supra by the Client supra, the contractor/supplier and likewise for any grievance the client/employer/purchaser may also by giving notice in writing of the same to the Supplier/Contractor seek arbitration within 30-days therefrom and as follows.

2. There shall be an in-house arbitration for settlement of several small claims and the Chief Engineer/ Chief General Manager of the State Government of A.P. concerned with the projects, operation & maintenance as the case may be who is other than the TIA shall be the Arbitrator to whom the dispute to be referred by either party to the dispute only upto the limit of Rs.10,00,000/-as sole Arbitrator as it is a welcome feature to save time, money and manpower of both parties by providing the limit upto Rs.10,00,000/-

3. No doubt, the Government of Andhra Pradesh (while under the composite state) issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated.30-01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs. Modified proceedings to G.O.Rt.No.116 supra are yet to be issued increasing said sum of Rs.10.00 Lakhs to Rs.10 Crore, from the cost of the projects/works & service components in the present prevailing price from the estimates are also increased many more times when compared to past 18-20 years.

4. From the above, it is directed that where the claim is below Rs.10.00 Lakhs to settle by in house arbitration supra as per the Indian Arbitration Act,1996 amended from time to time and where the claim is above Rs.10.00 Lakhs, it is up to Rs.10 Crores the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre, (ICADR), Andhra Pradesh, to nominate a sole Arbitrator from their panel (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.10 Crores till State Government issue modified proceedings by virtue of the above directions).

5. Further, where the claim value in dispute is above Rs.10 Crores, since the contracts coming for judicial preview are all above Rs.100 Crores value, it is only to invoke the jurisdiction of civil courts of Mangalgiri/Guntur (Guntur District) within the State of Andhra Pradesh by excluding jurisdiction outside the State of State of Andhra Pradesh.

6. So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of TIA of Andhra Pradesh at Mangalgiri by excluding seat of Arbitration and place of jurisdiction outside the State of Andhra Pradesh.

7. The language shall be in English with any translation to English from documents in local language with due certification

8. The expenses in internal arbitration shall be borne by respective parties and expenses and fees of the sole Arbitrator (external) shall be borne equally by both parties subject to final decision on costs by sole external Arbitrator. The fees is as per Schedule IV of the Arbitration Act, in addition to the remuneration payable to the ICADR.

9. The arbitrator shall give a reasoned award and same is governed by the provisions of the Arbitration Act-1996 for either finality or execution or enforcement as the case may be.

10. The contractor shall not stop the supply pending any issue raised for resolution with the client as referred supra or in seeking reference to arbitration and during pendency of arbitration as referred in other clauses supra including in pendency of any dispute in Civil Court and the like supra.

Supplier's Default

The following shall constitute Supplier's default:

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

Confidentiality

The Supplier either during the term or within two (2) years after the expiration of this Contract, should not disclose any

proprietary or confidential information relating to the Services, this Contract or the Purchaser's business or operations without the prior written consent of the Purchaser.

Use of contract documents and Information

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.

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

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

Special Conditions of Contract

Performance Security

Within 15 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, in the form of Bank Guarantee, valid up to 90 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 days

over and above the extended warranty period.

The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligation, under the contract.

Delivery Schedule

Client desires to have delivery of the vehicles as per the schedule specified in the Bid Data Sheet. The estimated time of the arrival of the fabricated vehicles at the delivery locations should be planned after allowing for reasonable transportation time.

The basic consideration and the essence of the Contract shall be the strict adherence to the delivery schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

Bidder shall deliver vehicles to various designated locations and these will be informed to successful Bidder by the client.

The bidder/supplier/contractor has to and at his own risk and expense fabricate at his respective locations and the fabrication completed vehicle as per the RFP Form-I, Specifications, and in a fit condition and in compliance with the specifications with fitted equipment from their factory/other destination, transport and deliver the fabricated vehicles at the destination points referred supra and the client/employer is no way responsible for any damage, accident or other risks as it is the duty of the bidder/supplier/contractor to deliver the fabricated vehicles in fit condition at the destination points and bear the risk till the

vehicles are received at the delivery points for which the employer is not incurring any additional amount including for any transport, insurance, loading and un-loading etc., charges.

Access to Suppliers Premises

The Purchaser and/or his authorized representative shall be provided access to Suppliers' and/or his sub-Vendors premises, at any time during the pendency

Source of supply of vehicles

The Supplier will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. The Supplier will ensure that the brand-new fabrication is to be supplied directly through their company.

Inspection – Checking - Testing

The Supplier shall get each/selected fabricated vehicles inspected by a competent authority in manufacturer's works and also provide a guarantee/warranty certificate that the fabricated vehicle/fitted equipment conforms to all specifications contained in this RFP.

The Purchaser or its representative may inspect and/or test any or all the fabricated vehicles 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 client to inspect and test the vehicle on receipt at destination. Client shall conduct shower test on prototype and other MMUs before approval.

However, on arrival of the vehicles at destinations, the purchaser or its representative shall have the right to inspect and/or test any or all the vehicles to confirm their conformity to the contract. Client shall conduct shower test on prototype and other vehicles before approval.

If the fabricated vehicle or its performance is not as per specified conditions, the Supplier shall rectify the deficiency or replace the vehicle to the satisfaction of the Purchaser's representative.

Warranty

The Supplier is required to attend to all complaints on the fabrication of the vehicles / fitted equipment, if any, during the contract period without any cost.

Removal of rejected goods and replacement

If upon delivery, whether inspected and approved earlier or otherwise, if the material/equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Supplier.

Delays in the Supplier's performance

- a. Delivery of the fabricated vehicles shall be made by the Supplier in accordance with the time schedule specified in the Bid Data Sheet.
- b. If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the fabricated vehicles / spare parts, the Supplier shall promptly notify the Client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Client shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without penalties or liquidated damages,

S. No	Performance parameter	Penalties
1	In case of vehicle is taken off road due to maintenance/repair work as per the standard practice suggested by OEM or pointed out by purchaser, the supplier shall repair the vehicle within 48 hours.	If the Supplier do not provide the repaired vehicle within 48 hours then the Supplier is liable for a penalty of INR 5000 per day per vehicle

		In case of Major repair / Accident, a relaxation is allowed upto 10 days. After that Rs 2000 per day per vehicle penalty can be levied
2	Maintenance/repair work of the equipment installed/fixed in the vehicle shall be undertaken as per the standard practice suggested by OEM or pointed out by Client, within 48 hours.	If the Supplier does not provide the repaired equipment within 48 hours then the Supplier is liable for a penalty of INR 1,000 per day per each equipment.
3	Preventive maintenance as required for vehicles and equipment shall be completed in a day.	Rs 2000 for each day of delay

Penalties

In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Purchaser reserves the right to recover from the vendor a sum equivalent to 1% of the value of delayed vehicles for each week of the delay and part thereof subject to a maximum of 10% of the total value of the order.

The penalties shall be as per the following:

In case of any deviations to the above timelines, the Client reserves the right to purchase/lease the vehicle/equipment from elsewhere at

the risk and cost of the Supplier and recover all such extra cost incurred by the Client from the performance security submitted by the Supplier.

In the event of an accident, and Service Provider informs the Supplier/Emergency Response Centre about the accident, the Supplier shall, upon receiving the information, notify the client/Emergency Response Centre and Service Provider within six hours regarding seriousness of the accident. The Client shall then consider not levying penalties on case to case basis

Compliance of regulations

The Supplier shall warrant that all goods and services covered by the Purchase Order have been delivered, tested and installed and are in strict compliance with all applicable laws, regulations including Industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time. The Supplier should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Supplier.

Sub-Letting/Sub-Contractor

The Supplier shall not sub-let, transfer or assign any part of this order.

Terms of payment

The 90% payment to be made is within 30 to 75 days after submission of invoice with relevant documents and if there is any delay beyond said 75 days from the 76th day onwards

the amount shall carry interest @ 6% p.a. simple till payment for respective amounts due and for respective period.

Patent Rights

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.

Progress of Supply

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

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

Delivery and Documents

- a. Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;

- b. Acknowledgement of receipt of goods from the client;
- c. Manufacturer's/Supplier's Warranty and Factory Test certificate;
- d. Inspection Certificate issued by the nominated inspection agency/Committee constituted for this purpose, as applicable;
- e. Acceptance Certificate issued by the client

Spare parts

Supplier shall carry sufficient inventories to assure supply of spare parts relating to fabrication and medical equipment and shall be promptly replaced as soon as possible but in any case, within (2) days of placement of order.

Incidental services

The supplier is required to provide the following services, including additional services, if any:

- a. Performance of the on-site assembly and start-up of the supplied Goods in vehicle;
- b. Furnishing of tools required for assembly and maintenance of the supplied vehicle;
- 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, for a period of 3 years, 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.

Transportation

The supplier is required to deliver the fabricated vehicles to the designated locations provided by the client in the contract and the cost thereof shall be included in the contract price.

The transportation of the Goods after the delivery at the final destination shall be the responsibility of the Purchaser.

Change Orders

The Purchaser may at any time by written orders given to 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 furnished 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;

If any such changes cause an increase or decrease in the cost of or the time required for the supplier's 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 supplier's receipt of the purchaser's change order.

Right to vary quantity of Vehicles at time of award

Notwithstanding anything said elsewhere in this Agreement, Client reserve the right to increase or decrease the number /quantity of MMU vehicles without any change in unit price or other terms and conditions. This shall not be construed as change in scope. The Client shall modify payment to the Supplier on pro-rata basis in case of any change in the number of vehicles proposed in this RFP or subsequent corrigendum.

End of service period (Contract Expiry Date)

The contract expiry date is three (3) years from the date of completion of delivery of fabricated vehicles.

Client's right to outsource usage

The Purchaser shall have the right to outsource the usage of

the vehicles to any other party. In such scenario, the warranty, insurance and other related terms shall be seamlessly applicable to any such outsourcing entity.

Annexures

Form 1	Vehicle fabrication specifications
Form 1 Part A1:	Vehicle fabrication specifications for MMU vehicles
Form 1 Part B1:	Equipment to be provided by the Supplier for all MMUs
Form 1 Part C:	Illustrative drawing for 104 MMU vehicles
Form 2:	Vehicle compliance requirements
Annexure 1:	Letter of proposal
Annexure 2:	Particulars of Bidder
Annexure 2A:	Declaration that Bidder is not blacklisted and not declared NPA
Annexure 3:	Previous Project Experience Format
Annexure 4:	Proposed vehicle's fabrication and equipment
Annexure 5:	Financial bid format
Annexure 6:	Format of Bank Guarantee for Bid Security
Annexure 7:	Format of Bank Guarantee for Performance Security
Annexure 8:	Format for Joint Bidding /Consortium Agreement
Annexure 9:	Format for Power of Attorney for Lead Member of Consortium

Form 1: Fabrication Specifications of the MMU vehicles

Form 1 Part A1: Vehicle's fabrication specifications for MMU vehicles

Sl. No	CRITERIA	RANGE
REAR CABIN DIMENSIONS		
1	Volume to accommodate medical equipment and medical racks	11 to 15 cubic meters
2	Length	Minimum 3,290 mm. However, same, shall be fit to the dimensional length of the Base Vehicle of FORCE Traveler Delivery Van, 3700mm WB, BS-VI, (Diesel Engine- Four Cylinders- 2596CC) Procured through GeM Portal. Subject to the Condition of the Rear Cabin Volume Shall be between 11-15 cubic meter. Such an undertaking is to be submitted with the bid.
3	Width	Minimum 1,600 mm
4	Height	1,800 mm and above

5	Footstep for easy getting into the cabin without much effort	Footstep for full width
6	Floor loading height for easy entry of collapsible stretcher into the cabin	<p>Max 850 mm</p> <p>The first step is at maximum 400 mm, and the second at maximum 650 mm to 700 mm. However, if 3 steps are to be provided the maximum can be permitted to 850 mm. so that the first step shall not be more than 400 mm, second step shall not be more than 300 mm, for the third step for the remaining by adjusting either uniformly all the steps or as per the existing design for no step shall exceed the maximum supra. It is for the reason there shall not be more inconvenience particularly to the aged and pregnant women and those who are sick unable to climb such a height freely.</p>
7	Space for portable medical equipment	Space for keeping stretcher and other equipment

FITMENT INSIDE VEHICLES

- All interiors done in unbreakable seamless FRP to avoid room for infections such as bacteria, virus fungus etc.
- M.S reinforcement between the body and FRP Rib cage system to avoid impact on travelers inside the vehicle
- Facility for 4 seats in the rear cabin with back rest.

- Partition with FRP with sliding glass for communication between Driver and the Doctor
- Doctor's seat High density, high back rest, should be fixed to the floor of the cabin and back rest should be having a facility to front fold. The dimensions of the chair should match with the existing 104 vehicle dimension.
- The Doctor's foldable table dimensions should be 520x400mm with curved edges.
- 2 steps for easy climbing
- Examination Table with cushion bed with concealed pillow. Drawers to keep consumables under the examination table with structural frame support should be given to rack doors, which are attached to examination table. Examination table should be surrounded by Privacy curtain.
- Foot/ Elbow Operated wash basin standard Stainless steel with waste and fresh water storage tank (5 Liter each).
- Floor covered with water proof ply board and standard suitable color vinyl flooring & silicon. **Fire retardant material should be Used.**
- Concealed Interior wiring with MCB, Cut of switch and necessary Fuses.
- Fire resistant wires and 3 pin stocks and switches for lights and fans
- Tube lights - 2 Nos. at the roof.
- Soft internal lighting with ceiling fitted high intensity patient procedure light
- Exhaust Fan in patient compartment
- Fan - 2 Nos.
- Hand grab Stainless steel rust proof with IV hooks
- Soap and Tissue Dispenser standard
- Head racks for storage made of FRP with M.S reinforcement of 2 mm thickness closure
- Inverter 2 KVA, Facility with 100 AH two batteries charging from 12 V & 220 V power sockets with switches (AC / DC)
- Canopy of size - 10' length x 6' width should be inbuilt with aluminum bar

support at the back of the vehicle. The supporting pipes for canopy should be provided with proper bolts at the joints in order to have better locking system.

- External charging facility at foot steps
- Emergency light Red and Blue lens with public addressing system and Siren.
- Maintain "noise cancellation" within the cabin as per existing standards
- Blinkers Red, Amber and white
- Small Oxygen Cylinder Provision (B Type)
- Provisions for 6 Air Conditioning vents in the roof of the saloon, 2 vents in driver cabin should be provided.
- Reverse camera for parking assistance
- Logo and branding on exterior of vehicle as per approved design of the client.
- Fabricator is directed to maintain the thickness of the Aluminum metal sheet and GI tube of the rear footsteps is to be maintained as minimum 2mm thickness, for having better sturdy.
- In the rear cabin, in the metal cabinet, the metal sheets that are used for flap doors should be with extra gauge or supports to ensure sturdy of the structure/flap.
- The hinges that are used for foldable table should be with higher gauge hinges to ensure the sturdy of the structure.
- On the bottom of the examination table a footstep is provided with easy movement and locking system.
- The details of the AC compressor along with photos should be provided to the client in order to cross check the capacity of the AC. **5KW Colling Capacity, Engine driven AC unit is to be Installed.**
- Hand grab at the entrance of the rear cabin should be provided to the roof.
- Provision should be provided to keep the Biometric device to the wall of the

rear cabin.

- Back rest should be provided to DATA ENTRY OPERATOR seat. An additional power socket should be given on the wall, above the DATA ENTRY OPERATOR foldable table, in order to recharge the laptop conveniently.
- Rear door metal frame beading with glue paste.
- Fabricator is directed to place the fire extinguisher, to the last cabin below the patient examination table.

Note: Any additional fabrication required for proper installation of equipment shall be suitably factored in by the bidder at no extra cost to the Client.

Form 1 Part B1: Equipment to be provided by the Supplier for all MMUs

List of Equipment

Medical

S. No.	Equipment Name	Description
1.	Weighing Machines Adults Simple	<ul style="list-style-type: none"> • 0 - 130kg, min. • Graduation 0.5 kg • One-year warranty • Model approval by Legal Metrology Department • Machines verified and stamped by Legal Metrology Department.) with ISO certification. • Portable, min. size: 30cm x 30cm or 30 cm diameter • In case of distributor, they must have dealership & repairing license issued by Legal Metrology Department, Govt. of Andhra Pradesh
2.	Weighing Machines Baby Simple	<ul style="list-style-type: none"> • 0 - 25kg, Graduation 100gm. • with Stainless Steel Pan on top and support bracket. (With one-year warranty) • Model approval by Legal Metrology Department • Machines verified and stamped by Legal Metrology Department • ISO certified. In case of distributor, they must have dealership & repairing license issued by Legal Metrology Department, Govt. of Andhra Pradesh

3.	Stethoscope	<ul style="list-style-type: none"> Stainless steel Chest piece Dual head rotatable with diaphragm on one side and bell on the other Non-chill diaphragm and retaining ring Non-chill lining for the bell Soft sealing ear tips Head set anodized aluminum or stainless steel Tube length 20 to 30 inches Epoxy fiber glass diaphragm is desirable Diaphragm diameter is an inch to 1 ½ inch An extra set of ear piece/ diaphragm and retainers should be provided
4.	B.P. Apparatus	<ul style="list-style-type: none"> US FDA or CE approved, ISO 13845 compliant Manufacturer should be ISO 9001 certified
		<p>Aneroid type- Technique: Aneroid</p> <ul style="list-style-type: none"> Shockproof, Latex free, Light weight, easy to carry Range of BP monitoring: upto 300mm Hg with an accuracy of 3Hg Housing of the meter should be made of good quality thermoplastic/ corrosion proof aluminum alloy Air release at closed lap with maximum 4mmHg/Minute Manual setting of deflation possible upto 2/3mm Hg/sec. From 260mmHg. to 15mm Hg in a maximum deflation time of 10 seconds Gauge's background in white colour Graduated scale for every/ 2mmhg, every 10 units and every 20 units Nylon straps cuff with pouch, latex bulb with completely chromium plated valve with regulation of vent- hole air by screw valve Insufflations bulb should be made of good quality material and should allow rapid insufflations Pressure release valve should permit precise release of pressure and also allow fast deflation Micro filter must provide to protect air release valve and measuring system Spoon-shaped grip made of stainless steel Device should be shock resistant Should be supplied with a good quality carrying case (Vinyl) Rubber tubes to have an internal diameter of $3 \pm 0.5\text{mm}$ and external diameter $\geq 8\text{mm}$ Dial manometer with minimum diameter of 160 mm. Should be supplied with following reusable cuffs for Infant, Child, and Adult, 2 in number for each. The cuff should be latex free. The cuff surface should be easily cleanable by wash

5.	Hemoglobin meter (Digital)	<ul style="list-style-type: none"> • Reflectance Photometry/Absorbance Photometry • Blood Hemoglobin Level • 0-20gm/dL • Yes(LCD Display) • Not more than 10 µl • Capillary venous or arterial whole blood • Less than 30 seconds • Auto/Self Calibration • More than 90% • More than 90% • 0.5gm/dl(±1gm/dl)
6.	Nebulizer	<p>Nebulizer has following technical specifications:</p> <ul style="list-style-type: none"> • US FDA or CE approved, ISO 13845 compliant • Manufacturer should be ISO 9001 certified • Nebulizer should be light weight, portable, compact and easy to use with a minimum cup capacity of 5ml • Weight < 2kg • Noise < 60 dBA <ul style="list-style-type: none"> • Frequency of ultrasonic generator should be greater than 2.5 MHz • Nebulizer should have 3 speed nebulization rate control (Minimum, Medium and Maximum) • Nebulizer should have a nebulization capacity of 0.3 ml/min • Transducer element should have life of at least 5000 hours • Medication cup capacity should have capacity of maximum 8ml • Nebulizer should use water as ultrasonic conduction medium, no gel is required • Nebulizer should provide silent operation • Nebulizer should have a built-in timer and shuts off after 10 minutes use • Nebulizer should work on 200-240 VAC ±10% / 50 Hz power supply; 5A plug • Nebulizer should be provided with a complete nebulization kit including adult and child mask and medication cup as per requirement • Should be FDA/CE approved product

7.	Ambu bag Adult	<ul style="list-style-type: none"> · Material · Bag and mask - Silicone rubber · Valves and membranes - Silicone rubber · Connectors and housing - Polysulfone · Reservoir - Poly Vinyl Chloride · Ventilator bag volume - 1,600 ml · Reservoir bag volume - 2,600 ml · Deliverable volume - 800 ml · Mask number 3-4-5 to be supplied · Oxygen connector tubing Above two to be enclosed in bag
8.	Ambu bag Pediatric	<ul style="list-style-type: none"> · Material · Bag and mask - Silicone rubber · Valves and membranes - Silicone rubber · Connectors and housing - Polysulfone · Reservoir - Poly Vinyl Chloride · Ventilator bag volume - 500 ml · Reservoir bag volume - 600 ml · Deliverable volume - 320 ml · Mask 0A-1 number and 0B-1 number to be supplied · Relief valve should be present · Spring should be of stainless steel · Oxygen connector tubing Above 4 to be enclosed in a bag
9	Torch & Spot light	<ul style="list-style-type: none"> · 6 Volt LED rechargeable Torch
10	Glucometer (Digital)	<ul style="list-style-type: none"> · 5 Second test result chemical bio sensor technology with capillary system having no coding system (Automatic Calibration) Battery powered with a minimum memory of 50 tests · Memory measuring range should be 20-600mg/dl and should have standard (AAA) alkaline battery/Li ion battery operated with LCD size to be at least 50mm (diagonally) with 5% variance · Maximum reading time of less than 10 seconds · Glucose strips used should be locally available in the market, to be able to use capillary blood samples · LCD display with inbuilt software · Should use a minimum blood sample less than 1.5 micro liters · Strip should have shelf life of minimum 12 month at time of delivery · Glucometer should be USFDA/CE certified/ approved product. Strip should be universal (Compatible with any device)

11	Needle cutter (manually operated)	<ul style="list-style-type: none"> Manual Destroyer with Hub Cutter
12	Height Measurement Instrument	Stadiometer <ul style="list-style-type: none"> Should be able to measure 25" - 84" (64 - 214 cm) Should have measurements in inches and centimeters Should have 1/4" (0.5cm) graduations Should be detachable type Should be made with high quality PVC Plastic Should be easy to install With foam board Foldable and Detachable
13	Ophthalmoscope	<ul style="list-style-type: none"> US FDA or CE approved, ISO 13845 compliant Manufacturer should be ISO 9001 certified Halogen light for true tissue color and consistent, long-lasting illumination 6 apertures for general and specialist use and 28 lenses with -25 or + 40 diopters for better resolution Rubber brow rest prevents scratching of eyeglasses Red free and cobalt blue filter Dust free sealed optics Universal convertible handle Nickel -Cadmium rechargeable battery
14	Otoscope	<ul style="list-style-type: none"> US FDA or CE approved, ISO 13845 compliant Manufacturer should be ISO 9001 certified Should be a convenient pocket type otoscope Should be provided with a halogen light source Should be able to detach the otoscope head Should provide no reflections and obstructions Should provide detachable accessories of various sizes Should have in built rechargeable battery Recharge should be possible with direct mains supply

15	ECG Machine- 12 Channel	<ul style="list-style-type: none"> · US FDA or CE approved, ISO 13845 compliant · Manufacturer should be ISO 9001 certified · Simultaneous 12 Channel ECG recording with 12 lead simultaneous acquisition · Should have visual alarm for open lead · Should have a digital display of 12 channel ECG · QWERTY Alphanumeric keyboard · Built-in ECG Parameters measurements and Interpretation BPL Automated · Minimum 40 ECG Storage inbuilt memory. · 3 Operating modes: Automatic, Manual and Rhythm · Should have a maintenance free digital thermal array printer · Printer should work with standard thermal paper (should be available in Local Market) · Should have 12 lead ECG preview display before taking printouts and should have printer on/off selection · Should have ECG lead annotation facility · Machine should have sufficient battery backup for taking at least 25 nos ECG on a fully charged battery · Should be supplied with 2 patient cable sets, 8 clips on electrodes · Chest electrode with silicon rubber bulb, 12 packets of recording paper, 1 bottle of jelly and 12 nos. reusable button type electrode · Should operate on mains(220v-50Hz) and rechargeable battery
		<ul style="list-style-type: none"> · Recording speed should be 25 mm/ sec and 50 mm/ sec · Should have defibrillation protection · CMRR should be >90dB or ECG machine should have digital processing with at least 7000 samples per second from each lead wire · Frequency response 0.05 Hz to 150 Hz · Should have a digital filter for AC and EMG · Should be supplied with suitable stabilizer · Should have safety certificate from a competent authority STQC CB Certificate/ STQC S Certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate/ test report shall be produced along with the technical bid
16	Snellen's chart	<ul style="list-style-type: none"> · Standard Requirement
17	Tuning fork	<ul style="list-style-type: none"> · Tuning fork - 128 hz. · Tuning fork - 256 hz. · Tuning fork - 512 hz. · Should be made up of stainless steel with frequency marked

18	Clinical Thermometer	<p>Digital Thermometer:</p> <ul style="list-style-type: none"> · System should have minimum 4-digit display with 0.1 increment · Should have degree Celsius and Fahrenheit display · Measurement Accuracy: $\pm 0.10^{\circ}\text{C}$ (32° to 42°C), $\pm 0.2^{\circ}\text{F}$ (89.6 to 107.6°F) · Measurement Range: 32° to 42°C (89.6 to 107.6°F) · Sensing unit should be thermistor or equivalent · Should work with a battery and lasts for a minimum measurement of 1000 readings (10min operation each) <p>Mercurial Thermometer:</p> <ul style="list-style-type: none"> · Product Specification · Resolution 0.1 dB · DS Ratio High · Selectable Switch for Degree Celsius and Fahrenheit · Temperature Range 0°C To 500°C · Optics 41 at 90% Energy
19	Oxygen cylinder	<p>Shell</p> <p>Capacity:</p> <p>Working Pressure (Minimum)</p> <p>Test Pressure (Minimum)</p> <p>Wall thickness (minimum)</p> <p>Gas (O_2)</p> <p>Standard:</p> <p>Valve:</p>
		<p>Statutory Certifications:</p> <p>Matching key cum Spanner to release oxygen</p> <p>Hoses used from cylinder to the regulator if at all any</p> <p>B-Type</p> <p>Chrome Molybdenum Alloy 34 Cr OR Manganese steel</p> <p>10 Lt Water Capacity</p> <p>150kg/cm² at 15o c</p> <p>250kg/cm² at 15o c</p> <p>4.2 mm</p> <p>1500 Lt of O_2</p> <p>IS 7825 part II</p> <p>IS 3224</p> <p>ISI Standards, BMP Certification WHO & Certified by Dept.</p> <p>Explosives - GOI</p> <p>Matching key cum spanner to release oxygen</p>

20	Flow Meter - Back Pressure Compensated	<ul style="list-style-type: none"> · US FDA or CE approved, ISO 13845 compliant · Manufacturer should be ISO 9001 certified · Rotary pin valve control to permit adjustment of the flow rate to any desired level between 0 - 15 litre/min. Jacketed type shatter proof tubes on units · Body made of brass · Outlet at bottom of the unit to have a removable nipple (metal) · Transparent flow tube made of poly carbonate for durability & un-breakability · Flow Tube - Calibrated to indicate flow from 0 to 15 litre/min · Bobbin to be made of stainless steel to avoid rusting and unaffected by oxygen · Back pressure compensated · Should match the humidifier supplied
21	Humidifier with Metal / ABS Caps	<ul style="list-style-type: none"> · US FDA or CE approved, ISO 13845 compliant · Manufacturer should be ISO 9001 certified · Unbreakable jar with metal screw on cap made of ABS fitted on top with inlet and side outlet tubes made of metal. · The inlet tube ends in to a diffuser for oxygen to bubble through water before reaching outlet. Humidifier - screw on type <p>Should match flow meter supplied</p>
22	Regulator single Stage	<p>It must contain a Single stage regulator with flow meter and humidifiers shall be as specified below.</p> <ol style="list-style-type: none"> 1. Precision design based Oxygen Single Stage/Double Stage Regulators. 2. It should be used for providing optimum standards in oxygen therapy.
		<ol style="list-style-type: none"> 3. Regulators featuring factory preset fixed static outlet pressure of approx. 4.2 Kg/Sq.cm (60 lbs/sqin) · 4. Also should fitted with safety valve · 5. Upon setting of flowrate, regulator automatically maintains constant flow rate irrespective of changing cylinder content volume. 6. In case of blockage of oxygen line distal, regulator automatically prevents buildup of excessive pressure in apparatus and tubing. 7. Should have Pressure gauge provided for indicating cylinder pressure

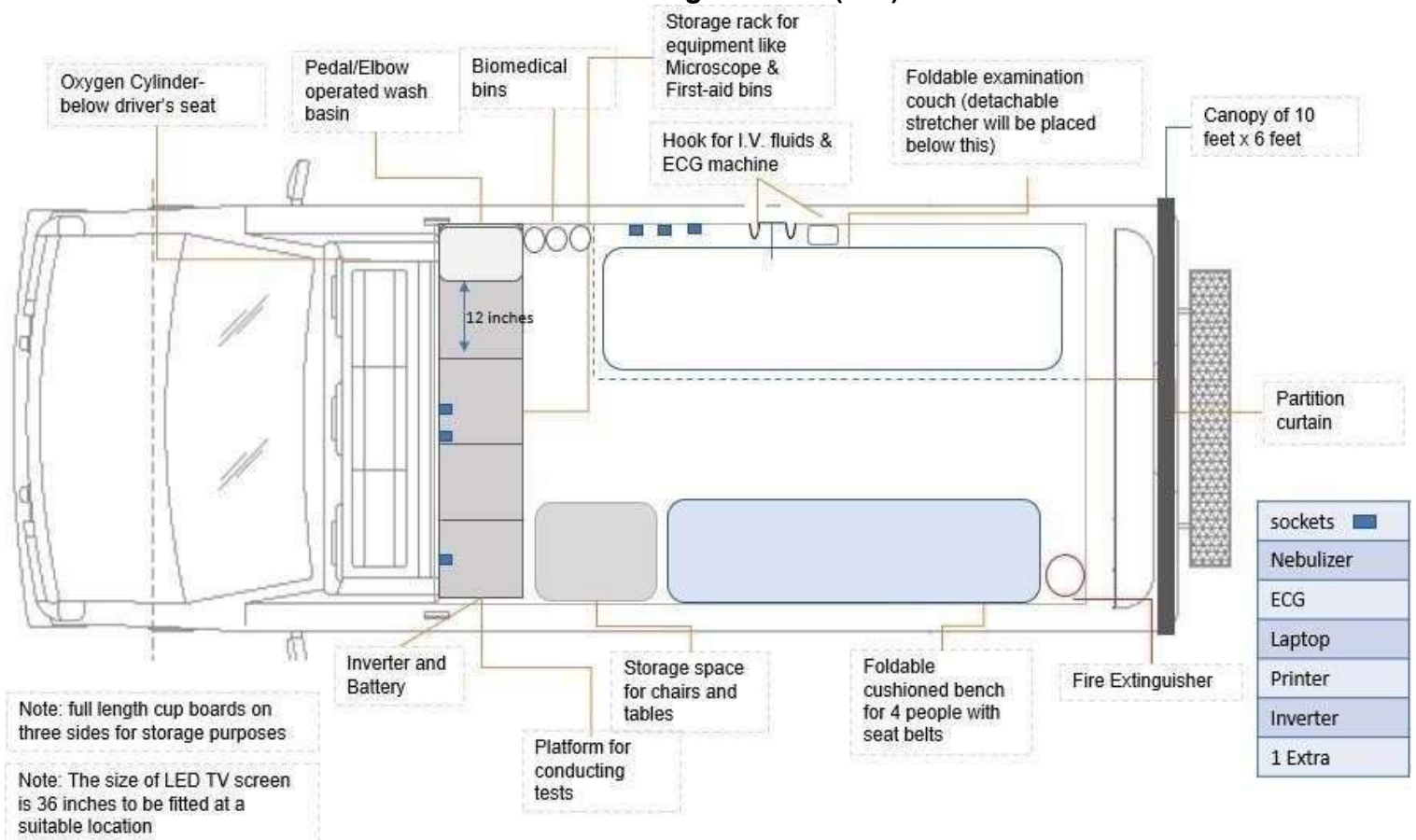
23	Tourniquet	<ol style="list-style-type: none"> 1. Control : Micro computerised cuff pressure. 2. Inflation Air Source : Internal air Compressor 3. Pressor Cuff : Pressure Adjustable 100 to 450mmHg. 4. Preset Resolution : 10mmHg 5. Accuracy : Max. + 5% 6. Display : 3 digit-Pre-selected, 3 digit-Clock- Elapsed time, Green LED for Inflate & RED for Deflate 7. Push Button Functions : Preset pressure for each separately, Inflate/Deflate-cuffs 1 & 2, Deflate-cuff 1 & 2. 8. Clock Elapsed Time -0.00-3.00hrs 9. Counter - Reset at deflate mode. 10. Alarms Pressure Sensor Setting: <ol style="list-style-type: none"> 1. Cuff pressure is out of range > than 1min. after initial start. 2. Cuff pressure is out of range > than 14 sec. during operation. 3. After elapsed time of 30 min. & every 30 min. thereafter. 4. 3 beeps -9 min. prior to set time. 5. Deflate mode Cuff pressure is higher than 20mm Hg 15 sec, after deflate mode is activated. 11. Power Consumption 200 W. 12. Voltage Source 230 VAC, 50 Hz . 13. Dimensions 290 (w) x 110 (h) x 260 (d) mm
24	Fetal-doppler	<ol style="list-style-type: none"> 1. Light Weight, handset, portable 2. High resolution LDC display 3. Ultrasound Probe - Solid, Anti-shock, Durable. 4. Built-in-loudspeaker 5. Support 2Mhz, 2.5MHz, 3MHz, 4Mhz, 8 MHz water proof probes 6. Monitor 12 seeks above unborn baby's blood wall pulsate. 7. Ultrasound probe: solid and durable, anti-shock, anti-falling down. 8. Power: AC 220V 50Hz, Built in 9.6V rechargeable batteries. 9. Power Source: AA (9.6V rechargeable) batteries. 10. AC/DC Adapter Temperature (working): +5°C~+40°C Humidity (working): ≤80%"

25	Woundcare Kit	Aratary Forceps Toothed Forceps Scalple Scissors - Normal & Corved Scissors Normal Forceps Kidney Try
26	Gynic Examination KIT	Cusco's Speculum SIMs Speculum Vulsellum Sponge Holder
27	Examination Torch	· For Optho testing's (Pen Torch)

Non Medical

S. No.	Equipment Name	Description
1	Public Address System	· As required
2	Amplifier	· As required
3	Drinking water container	· Treated water can with tap facility
4	Waste Collecting Bins	· As per Bio-Medical Waste Management norms · Color coding should be there
5	Stool	· Round Stools- 4 numbers
6	Chairs	· Sturdy, Stackable, Plastic (HDPE) Chairs - 4 Nos
7	Fire Extinguisher (with fixing stand)	· 1 Stored Pressure Type · 5 Kg capacity · Dry Chemical Powder ABC Based · Shall be durable, even after repeated use
8	Digital clock	· Standard Requirement
9	Extension Box	· 30 Meters Length 220W
10	Emergency light	· Standard Requirement
11	Inverter	· 100 AH Battery 2 Nos and 2 KVA Inverter
12	Bed Linen	· For Covering the Examining Couch 2 2 sets
13	Table cloth	· 8 sets
14	Foldable tables	· Non-breakable - 4 no's

Form 1 Part C - Illustrative drawing for MMU (104) vehicles



Note: i) The above drawing is only for illustration purpose. The bidder shall provide detailed drawing based on the proposed type of vehicle

illustrative drawing with dimensions is attached at last page.

Form 2: Vehicle Compliance requirements

1. Branding: The Supplier shall provide designs for branding and shall do the requisite branding on vehicle after approval from Client at the time of Technical Presentation.
2. Vehicle maintenance: Vehicle should comply the technical requirements of the RFP and the Transport department rules and should always be in working conditions. The Supplier shall inform the purchaser in at least 15 days in advance for taking the vehicle for any pre- planned fitness tests, servicing etc.
3. Servicing: The vehicle shall be serviced as per the requirements and timelines provided by the manufacturer.
4. Warranty: The vehicle and other equipment parts shall be replaced which are under warranty.
5. Comply with any observation met with the client during examination/audit of vehicles and undertake corrective actions.

Annexure 1: Letter of Proposal

(To be submitted by Bidder on Letterhead)

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

Date:

RFP Name: Providing Fabrication for 432 Base Vehicles and Medical
Equipment to provide Healthcare Services (104) across
Andhra Pradesh

Dear Sir,

- 1) All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) We acknowledge the lead bidder as .. and Joint Bidding Agreement is attached along with this bid.
- 5) We acknowledge that our Consortium/ proposed Consortium is

qualified on the basis of Technical Capacity and Financial Capacity of its Members. We further agree and acknowledge that the consortium members shall be jointly and severally responsible for the obligations contained in the Contract Agreement.

- 6) I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Client forthwith along with all relevant particulars and the Client may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Contract Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Contract.
- 7) I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 8) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Supplier, without incurring any liability to the Bidders
- 9) I/We to the best of our knowledge certify that, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10) I/We to the best of our knowledge further, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11) I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any

claim or right of whatsoever nature if our Proposal is not opened or rejected.

12) I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.

13) I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully

Place:

()
Date: Signature of
authorized signatory

Designation and Official
seal

Annexure 2: Particulars of the bidder

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

Name:

Designation:

Contact No:

Mobile No:

Fax no.:

Email ID:

Postal address:

(Signature of Authorized signatory)

Note:

- 1 Attach copies of Pan Card and GST registration
- 2 For each consortium member & Sub contractor, a separate sheet to be provided.

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

(To be submitted on the Letterhead of the bidder)

{Place}

{Date}

To,

Ref: RFP Notification no XXXXXXXXXXXXXXXXXXXX

Subject: Self Declaration of not been blacklisted in response to the **RFP for “Providing Fabrication for 432 Base Vehicles and Medical Equipment to provide Healthcare Services (104) across Andhra Pradesh”**

Dear Sir,

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

We confirm that our company is not declared as a Non-Performing Asset (NPA) or insolvent by any bank / financial institution in India.

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Annexure 3: Previous project experience format

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

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

Annexure 4: Proposed Vehicles, Fabrication and Equipment

1. PROPOSED FABRICATION

S. No	Fabrication requirements mentioned in this RFP	Proposed fabrication details (In compliance with the fabrication requirements mentioned in this RFP)	Remarks
1			
2			
Additional fabrication proposed by the Bidder			

Note: Use additional rows as required to fill the fabrication requirements, please use separate sheets for each type of vehicle.

2. PROPOSED MEDICAL EQUIPMENT

S. No.	Equipment Name	Proposed make/ model (In compliance with the equipment mentioned in this RFP)	Remarks
1	Weighing Machines Adults Simple		
2	Weighing Machines Baby Simple		

3	Stethoscope		
4	B.P. Apparatus		
5	Hemoglobin meter (Digital)		
6	Nebulizer		
7	Ambu bag Adult		
8	Ambu bag Pediatric		
9	Torch & Spot light		
10	Glucometer (Digital)		
11	Needle cutter (manually operated)		
12	Height Measurement Instrument		
13	Ophthalmoscope		
14	Otoscope		
15	ECG Machine- 12 Channel		
16	Snellen's chart		
17	Tuning fork		
18	Clinical Thermometer		
19	Oxygen cylinder		
20	Flow Meter - Back Pressure Compensated		
21	Humidifier with Metal / ABS Caps		
22	Regulator single Stage		
23	Tourniquet		

24	Fetal-doppler		
25	Woundcare Kit		
26	Gynic Examination KIT		
27	Examination Torch		
28	Public Address System		
29	Amplifier		
30	Drinking water container		
31	Waste Collecting Bins		
32	Stool		
33	Chairs		
34	Fire Extinguisher (with fixing stand)		
35	Digital clock		
36	Extension Box		
37	Emergency light		
38	Inverter		
39	Bed Linen		
40	Table cloth		
41	Foldable tables		

Annexure 5: Financial bid format

To
Managing Director,
APMSIDC,
2nd Floor, PHYCARE Building,
Plot no 9, APIIC IT Park,
Survey No 49 Autonagar,
Mangalagiri
Andhra Pradesh 522503

Subject: Request for Proposal for " Providing Fabrication for 432 Base Vehicles and Medical Equipment to provide Healthcare Services (104) across Andhra Pradesh "

Dear Sir,

Having carefully examined all the parts of the RFP documents, and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to supply fully equipped vehicles as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal (and subsequently discovered through the reverse tendering / auction process).

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

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

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

We submit the Price bid as appended herewith. We understand the final Price Bid will be discovered through the reverse auction / tendering process on the e-Procurement portal, and I/we, on behalf of our Consortium, confirm that we will participate in the reverse auction process, once our technical proposal is qualified by you.

Yours faithfully

Signature of the authorized signatory

Format – Price bid:

1 UNIT PRICE OF VEHICLES

S. No	MMU Type	Number of units (Q) <to be taken from Bid Data Sheet>	Comprehensive Unit price in INR (including fabrication, medical equipment, standard warranty for three years, in compliance with Form 1& 2) per vehicle (U)	Total price in INR per vehicle category (INR) T = U *Q
1	104 -MMU	<Q1>	<U1>	<T1 = Q1 *U1>
Total				<T= T1>

2 BREAKUP OF UNIT PRICES

Price shall include all costs associated with fabrication and equipment.

Vehicle	Unit Price (in Rs) $U = A+B+C$	Breakup of cost per Vehicle per (in Rs)		
		Fabrication(A)	Equipment(B)	Warranty(C)
104- MMU	U1			

Note

1. Items A, B and C are considered Capex items.
2. Government shall have the right to negotiate with the bidder, in case of a single bid
3. Bidder shall propose a detailed layout drawing for the proposed MMU vehicle.

3 QUOTATION FOR MEDICAL EQUIPMENT

S. No.	Equipment Name	Quantity	Make/Model	Warranty	Price (in INR)
1	Weighing Machines Adults Simple				
2	Weighing Machines Baby Simple				
3	Stethoscope				
4	B.P. Apparatus				
5	Hemoglobin meter (Digital)				
6	Nebulizer				
7	Ambu bag Adult				
8	Ambu bag Pediatric				
9	Torch & Spot light				
10	Glucometer (Digital				

)				
11	Needle cutter (manually operated)				
12	Height Measurement Instrument				
13	Ophthalmoscope				
14	Otoscope				
15	ECG Machine- 12 Channel				
16	Snellen's chart				
17	Tuning fork				
18	Clinical Thermometer				
19	Oxygen cylinder				
20	Flow Meter - Back Pressure Compensated				
21	Humidifier with Metal / ABS Caps				
22	Regulator single Stage				
23	Tourniquet				
24	Fetal-doppler				
25	Woundcare Kit				
26	Gynic Examination KIT				
27	Examination Torch				
28	Public Address System				

29	Amplifier				
30	Drinking water container				
31	Waste Collecting Bins				
32	Stool				
33	Chairs				
34	Fire Extinguisher (with fixing stand)				
35	Digital clock				
36	Extension Box				
37	Emergency light				
38	Inverter				
39	Bed Linen				
40	Table cloth				
41	Foldable tables				

***Price should be inclusive of GST**

Note:

1. The equipment should comprise the name of the OEM for each equipment and its warranty. The bidder has to submit the details of the OEM and its warranty during the Technical Presentation.

Annexure 6: Format of Bank Guarantee for Bid Security

Whereas _____ (hereinafter called 'the Bidder')
has

submitted or will submit the proposal for RFP dated _____ for

“<Insert name of the RFP>”

to Andhra Pradesh Medical Services & Infrastructure Development
Corporation(hereinafter called "the APMSIDC")

KNOW ALL MEN by these presents that WE _____ of _____
_____ having our registered office at _____

----- (hereinafter called "the Bank") are bound unto the APMSIDC to
the sum of _____

----- for which payment well and truly to be made to the
APMSIDC, the Bank binds itself, its successors and assigns by these
presents.

Sealed with the Common Seal of the said Bank this -----day of ... 2021.

THE CONDITIONS of this obligation are:

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

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

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

----- Authorized

Signatory of the Bank

Annexure 7: Format of Bank Guarantee for Performance Security

To
The Chief Executive Officer
Dr. YSR Aarogyasri Health Care Trust

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 _____

Annexure 8: Format for Joint Bidding Agreement//Consortium Agreement

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

20...

AMONGST

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

AND

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

AND

3. {....., a company registered under the } and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).
4. The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

- A. **Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC)** (hereinafter referred to as the “**Authority**”), on behalf of the **Dr. YSR Aarogyasri Health Care Trust** (hereinafter referred to as the “**Client**”), which expression shall, unless repugnant to the context or meaning thereof, include

its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No. xxxx dated xxx September 2021 (the “**RFP**”) for selection of bidder for “.....” (the “**Project**”).

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- C. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

Now it is hereby agreed as follows:

1. Definitions and Interpretations

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

2. Consortium

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

3. Covenants

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

4. Role of the Parties

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

Responsibilities of the Parties are detailed below:

S.No	Party Name	Role on Project
------	------------	-----------------

5. Joint and Several Liability

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

6. Representation of the Parties

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

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

indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

C. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

D. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

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

8. Miscellaneous

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

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

FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER (BIDDER) by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature)

(Name) (Designation)(Address)

(Name) (Designation)(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by: (Signature)

(Name) (Designation)(Address)

In presence of

1.

2.

Annexure 9: Format for Power of Attorney for Lead Member of Consortium

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at _____, M/s., having our registered office at _____,

_____ and M/s. _____, having our registered office at _____, {insert the respective

names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s

_____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other

documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other authorized representative of the Client or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Client.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

(Signature)

(Name & Title) For__(signature) (Name & Title) For____(Name & Title) (Executants)

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

Witnesses: [Notarised] 1.
2.

Notes:

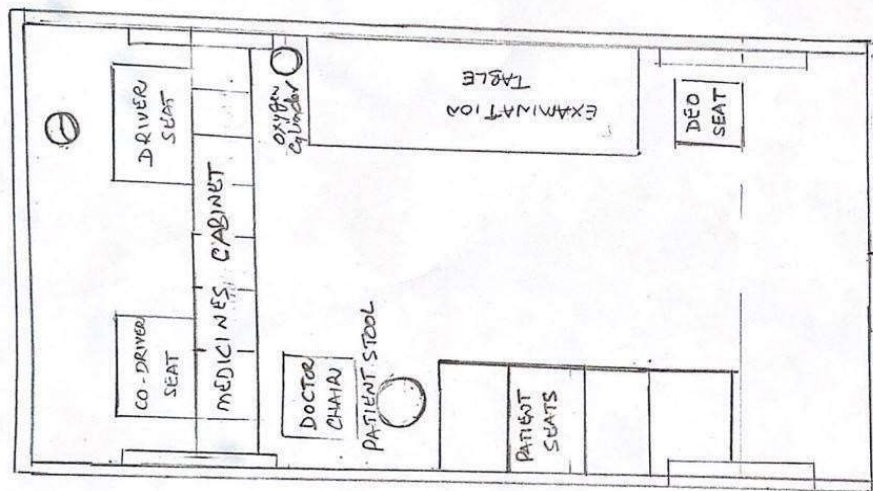
1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a

resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).

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 will 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)



ILLUSTRATIVE DRAWING FOR MMU

Detailed dimensioning can be read as per RFP

Illustrative Drawing for inside the MMU: