



Request for Proposal (RFP)
for
Procurement and supply of ICTC Vans, fabrication including
interior and equipment to APSACS Tadepalli in Andhra
Pradesh

Tender No: 14.12A/APMSIDC/2022-23

Dated: 09th December 2022

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

Disclaimer

Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “APSACS, Tadepalli, Government of Andhra Pradesh” shall be procuring vehicles for providing healthcare services in Andhra Pradesh”

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

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

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

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

Table of contents

- 1. Introduction**
 - Overall scope of current RFP**
- 2. Bid Data Sheet**
- 3. E-Procurement process**
- 4. General References**
- 5. Detailed Scope of Work**
 - Specification of vehicles**
 - Number of vehicles to be procured**
 - Responsibilities of Government and selected bidder**
 - Financing model for procurement of vehicles**
 - Ownership of vehicles**
 - Registration of vehicles**
 - Timelines for supply of vehicles**
 - Vehicle Compliance requirements**
- 6. Conditions of Eligibility of bidders**
 - Qualification criteria**
 - Evaluation criteria for technical proposal**
 - Evaluation criteria for financial proposal**
 - Preliminary Examination of proposals**
 - Evaluation of proposals**
 - Reverse tendering / auction process on e-Procurement portal**
 - Bid validity period**
 - Number of proposals**
 - Cost of proposal**
 - Acknowledgement by Bidder**
 - Conflict of interest**
 - Contents of the RFP**
 - Clarifications**
 - Amendments/Modifications**
 - Preparation and submission of proposal**
 - Language of bid**
 - Format and signing of proposal**

Technical proposal
Financial proposal
Submission of proposal
Proposal due date
Late proposals
Bid fees and Earnest Money Deposit
Fraud and Corrupt Practices
Confidentiality
Clarifications
Clients Right to accept/reject any proposal or all proposals
Award of Contract
Notification of Award
Performance Security
Signing of contract
Disqualification of the bidder
General Conditions of Contract
Definitions
Relationship between the parties
Law Governing the Contract
Language
Notices
Taxes and Duties
Effectiveness of Contract
Reporting obligations
Expiration of Contract
 Entire Agreement
 Modifications
 Force Majeure
 Suspension
 Termination for default and insolvency
 Payment after Termination and valuation of vehicles
 Arbitration
 Venue of Arbitration
 Supplier's Default

Nature of Supplier's Default
Confidentiality
Use of contract documents and Information
Special Conditions of Contract
Performance Security
Delivery Schedule
Access to Suppliers Premises
Source of supply of vehicles
Inspection – Checking - Testing
Warranty and Maintenance
Removal of rejected goods and replacement
Delays in the Supplier's performance
Penalties
Compliance of regulations
Insurance
Sub-Letting/Sub-Contractor
Terms of payment
Client Audit
Patent Rights
Progress of Supply
Delivery and Documents
Spare parts
Incidental services
Transportation
Change Orders
Right to vary quantity of Vehicles at time of award
End of service period (Contract Expiry Date)
Client's right to outsource usage

Form 2: Vehicle Compliance requirements

Annexure 1: Letter of Proposal

Annexure 2: Particulars of the bidder

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

Annexure 3: Previous project experience format

Annexure 4: Manufacturer Authorization Form

Annexure 5: 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 Agreement//Consortium Agreement

Annexure 10: Format for Power of Attorney for Lead Member of Consortium

Form 1: Specifications of the ICTC VANS vehicles

1. Bid Data Sheet

| S. No. | Information | Details |
|--------|--|---|
| 1. | Tender Inviting Authority (TIA) | Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh |
| 2. | Purchaser/Client | APSACS, Tadepalli, Guntur |
| 3. | Name of RFP | Procurement and supply of ICTC Vans, fabrication including interior and equipment to APSACS Tadepalli in 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: +91-9121053550 |
| 5. | Tender number | 14.12A/APMSIDC/2022-23 dated 09.12.2022 |
| 6. | Number of Vehicles | 8 |
| 7. | Date and time of publishing of RFP on e-Procurement portal | 8:00 PM 07.03.2023 |
| 8. | Non-Refundable Tender Cost | INR. 11,800 /- 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 |

| S. No. | Information | Details |
|--------|--|---|
| 9. | EMD | INR. 5,84,000/- in form of Bank Guarantee (BG) or Demand Draft (DD) or online in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of AP payable at Mangalagiri |
| 10. | Queries up to | 11:00 AM 10.03.2023 |
| 11. | Last date, time (deadline) and venue for receipt of proposals in response to this RFP notice through e-procurement portal, GoAP including scanned copies of tender fee and EMD | 03.00 PM 21.03.2023 |
| 12. | Date and Time of submission of technical proposal including original copies of EMD (Physical Copy), tender document fee (Physical Copy) | 03.00 PM 21.03.2023 |
| 13. | Date and time of opening of Technical Bids on e-Procurement portal | 03.01 PM 21.03.2023 |

| S. No. | Information | Details |
|--------|---|--|
| 14. | Date and time of Opening of Financial Bid on e-Procurement portal | Date will be intimated Later |
| 15. | Date and time of Reverse Tendering / Auction process | Date will be intimated Later |
| 16. | Duration for Reverse Tendering / Auction | Reverse tendering / auction shall be conducted for 6 hours, extendable further based on the rules mentioned in section 6.6 |
| 17. | Timelines for delivery of vehicles: 60 days from issue of PO | |

| Batch no | No of Vehicles | Delivery Schedule |
|----------|----------------|--|
| 1 | 1(prototype) | 15 days for prototype from PO date |
| 2 | 7 | 45 days from the approval of prototype vehicle |

| S. No. | Information | Details |
|--------|----------------------------------|---|
| 18. | Bid validity period | 90 days |
| 19. | Forms and Annexures to be filled | <p>Form 1: Vehicle specifications</p> <p>Form 1 Part A1: Vehicle specifications for ICTC VANS</p> <p>Form 1 Part A2 - Illustrative drawing for MMU vehicles</p> <p>Form 2: Vehicle compliance requirements</p> <p>Annexure 1: Letter of proposal Annexure 2: Particulars of Bidder</p> <p>Annexure 2A: Declaration that bidder is not blacklisted and not declared NPA</p> <p>Annexure 3: Previous Project Experience Format</p> <p>Annexure 4: Manufacturer Authorization Form</p> <p>Annexure 5: Proposed vehicles, fabrication Annexure 6: Financial bid format</p> <p>Annexure 7: Format of Bank Guarantee for Bid Security</p> <p>Annexure 8: Format of Bank Guarantee for Performance Security</p> <p>Annexure 9: Format for Joint Bidding /Consortium Agreement</p> <p>Annexure 10: Format for Power of Attorney for Lead Member of Consortium</p> |

Checklist for the Bidder

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

2. E-Procurement process

Inviting Bids through e-Procurement Portal

RFP No.

Date:.

1. APMSIDC invites online bids (Two bid system) through e-Procurement portal from eligible bidders for Supply of ICTC vehicles.
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 11,800/- 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 below, 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.

BIDDER

TENDER INVITING AUTHORITY

Procedure for offer submission:

1. The Bidders shall submit their response through e-Procurement portal at <https://tender.apecurement.gov.in> or <http://www.apecurement.gov.in/> by following the procedure given below.
2. **The Bidders shall register on the following websites to submit the bids online:**
 - **<https://tender.apecurement.gov.in> (for submission of technical qualification, 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 scanned copies of DD/BG towards tender document fee and EMD shall be uploaded along with the bid through e-Procurement portal online. After submission of bid online, the Bidders are requested to submit the originals of DD/BG towards EMD and tender document fee to the Tender Inviting Authority as mentioned in the BDS. The Tender Inviting Authority will consider only the bids submitted through on- line over the copies of the paper-based bids.
7. APMSIDC shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. The Bidders are requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of submission of Hard Copies to avoid any discrepancy. The Bidders have to attach the required documents after uploading the same as required by Tender Inviting Authority in the tender conditions.

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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.apecprocurement.gov.in> or <https://tender.apecprocurement.gov.in> to download e-Procurement notification
 - b. Read the complete document carefully
 - c. Technical bids shall be submitted online, as well as hard copy 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 “APSACS, Tadepalli, Government of Andhra Pradesh”.
- b. Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
- c. APSACS, Tadepalli, Government of Andhra Pradesh shall issue the Letter of Award (LoA), sign and implement the contract with the successful bidder.
- 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”.

5. Detailed Scope of Work

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 selected Bidder

- a. Provide brand new vehicle directly through the company or their authorized showroom/dealer.
- b. Undertake fabrication works only after approval of prototype.

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- c. Undertake fabrication works in the vehicles as per specifications provided in Form 1 Part A1 of the RFP.
 - d. 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.
 - e. Provide all relevant invoices and vehicle papers in agreed formats within specified timeline.
 - f. Comply with procedures of RTA of the State of Andhra Pradesh in registration of the vehicles, including payment of taxes and fee as required.
 - g. Provide free services as per the OEM policy.
 - h. The bidder shall undertake to provide standard warranty and standard insurance.
 - i. The Supplier at all times shall respond to the concerns raised by Service Provider with regard to vehicle maintenance during the Contract period.
 - j. Deliver equipped ambulances to the parking locations identified by the Client.
 - k. Provide compliance to proposed vehicles, fabrication by filling the Annexure5

5.3.2 Responsibilities of the Client

- a. Inspect, check and accept vehicles in accordance with the requirements mentioned in this RFP
- b. Provide parking place for vehicles.
- c. **Deleted**
- d. Facilitate approvals from other state government departments, if required, for registration and running of vehicles.
- e. Appoint a Service Provider for delivery of Healthcare Services at the field level
- f. Appoint an agency for system integration, establishment and operation of Response Center to interface and coordinate with vehicles for providing healthcare services.
- g. Provide any future medical equipment and medical supplies
- h. Conduct technical examination, test and audits on a periodic basis or as and when desired.
- i. Tripartite agreement shall be signed between the Supplier, Client and the Service Provider related to maintenance, insurance and repair of equipment and vehicle.

Financing model for procurement of vehicles

The bidder is required to indicate all costs related to supply of new vehicles, standard warranty, standard insurance, inland transportation for vehicle delivery, servicing and other miscellaneous charges in their financial bid. Payments will be made by APMSIDC to the selected bidder. The payments to the Supplier shall be on an out-right purchase model 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 PD, APSACS, Tadepalli, Guntur.

Registration of vehicles

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

6. Conditions of Eligibility of bidders

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 an OEM of vehicles/Authorized Dealer of OEM/Financial Institutions/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 3 financial years of experience in supplying ICTC VANSp or similar type of health services in India to various | Work order(s) |

| S. No | Eligibility | Documents Required |
|-------|--|---------------------------|
| | Central/State Government Departments/PSUs/ Parastatal agencies | |
| 3 | OEM/ Bidder should have experience of supplying at least 10 number of ICTC vans or similar type of health services on cumulative basis for Central/State Govt/PSUs/Parastatal agencies during last 3 years (2019-20, 2020-21 and 2021-22) | Work order(s) |
| 4 | OEM/ Bidder should have average annual turnover of at least INR 4.87 Cr during the last three financial years (2019-20, 2020-21 and 2021-22) | Audited financial reports |

Note:

1. In case of Sole Bidder, authorization is required from OEM and other members whose services are being utilized to deliver the Scope of Work mentioned in this RFP. Further, all the members authorizing the sole bidder shall meet the qualifications mentioned in the table above. The authorization certificate should clearly mention the service and support to be provided by the member in compliance with the overall scope of the RFP.
2. Sole bidder shall have an average turnover of INR 4.87 Cr from the last 3 financial years (2019-20, 2020-21 and 2021-22) for the works such as fabrication/medical equipment/Ambulance/Emergency Response vehicle/ 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. Bidder may choose to sub-contract certain components under this RFP. In such a case, the experience of sub-contractor can be considered as experience of the bidder for evaluation. The sub-contractor shall then submit all documents that have been sought by the Client for all Consortium members. The bidder shall also submit the sub-contractor agreement between the bidder and sub-contractor.
4. 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.

5. In case of a consortium:

- a. At least one (1) of the consortium partners of the bidder shall be an entity registered/ incorporated in India.
- b. The lead bidder shall have to meet the turnover criteria in the technical qualification criteria on its own.
- c. The maximum number of permissible partners in the Consortium is 3.
- d. The nomination of lead bidder shall be supported by a Power of Attorney signed by all other members of Consortium
- e. The parties to a Consortium shall be jointly and severally liable if awarded to the Consortium; and
- f. 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;
- g. 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 non-responsive.

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. Bids, without proper authorization from the vehicle manufacturer shall be treated as non-responsive.
- 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. Two stage evaluation will be taken up for identification of successful bidder
 - i. Technical Evaluation
 - ii. Financial Evaluation
- b. Bidders who fulfill the eligibility criteria will be considered for technical evaluation and all other bids will be considered as non-responsive and will be rejected.
- c. Financial bid shall consist of price to be paid by the Client to the Selected bidder
- d. The Bidder shall be selected on the basis of Lowest Cost Bidder (L1), detailed process of Reverse tendering / auction is defined in Section 6.6.
- e. 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 process on the e-Procurement portal. Qualified technical bidders will also be communicated through e-mail the date and time for the conduct of reverse tendering process.
- b) Online reverse tendering process
 - i) The online Reverse tendering process will be run on the total amount.
 - ii) Only the technically qualified bidders will be permitted to participate in the reverse tendering.
 - iii) The 'opening price' i.e. start price for Reverse tendering will be the lowest (L1) price quoted by the Bidders amongst all technically qualified bidders.
 - iv) Bidders can modify the total price, based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process. The total price, will be used to determine the total cost of the bid.
 - v) For the purpose of reverse tendering, the minimum bid decrement will be 0.5% of the quoted price.
 - vi) Reverse tendering duration: The duration of the reverse tendering is 3 Hours. All bidders are required to submit their online bids during this period.
 - vii) In case, if any bidder decides to lower the price in the last fifteen (15) minutes of the reverse tendering duration, then the duration of the reverse tender will be extended for additional 15 minutes (Bid Received time + 15 minutes) to enable other bidders to participate further. Such extensions will continue as long as there is no bid received in the last 15 minutes.
 - viii) After the completion of reverse tendering, the system will calculate the total price of the bid.

For illustrative purpose only,

| Vehicle | Quantity (Q) | Unit Price (in INR) (U) | Total Price (INR) |
|-----------|--------------|-------------------------|-------------------|
| ICTC Vans | Q1 | U1 | Q1 * U1 |

Bid validity period

The Bids shall remain valid for 90 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. However, this condition is not applicable to an OEM.

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.

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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 6.13.

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 6.13.

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 r.

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 Purchaser, 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.

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 entity purchasing the Goods and Related Services
 - 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 cooperate 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 6.21.14 and Clause 6.21.15 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 maybe, 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 hostilities, (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 or 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.

Termination for default and insolvency

Deleted

Payment after Termination and valuation of vehicles

Deleted

Arbitration

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

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

Venue of Arbitration:

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

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.

Nature of Supplier's Default

Deleted

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 5% of the contract value, 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 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 mandal locations and these will be informed to successful Bidder

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 vehicle is to be supplied directly through the company or their authorized showroom/dealer.

Inspection – Checking - Testing

The Supplier shall get each/selected vehicles inspected by a competent authority in manufacturer's works and also provide a guarantee/warranty certificate that the 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 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 ICTC VANSs 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 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 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

- f. Delivery of the vehicles shall be made by the Supplier in accordance with the time schedule specified in the Bid Data Sheet.
- g. If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the 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,

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:

| 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. | <p>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</p> <p>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</p> |

| | | |
|---|--|--|
| 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 |

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 15 S. No. Page No. Section No. in RFP Existing Clause in RFP Modified Clause 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.

Insurance

The Supplier, at his cost, shall arrange, secure and maintain standard warranty and standard insurance as may be pertinent and obligatory in terms of law. The insurance cover to be taken by the Supplier shall be in the name of Client. The Supplier shall however be authorized to deal directly with the insurance company

Sub-Letting/Sub-Contractor

The Supplier shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to The Purchaser.

Terms of payment

The payments to the Supplier shall be on an out-right purchase model as per the amount discovered through the reverse tendering / auction process and entered into the formal agreement between Client and Selected Bidder and as per the actual delivery of vehicles by the selected bidder. 90% of the contract value of the supply part after necessary deduction will be paid to the supplier on submission of copy of invoice with original Delivery Challan as proof of supply to destinations duly certified by the Head of the Institution and RTGS details

The balance 10% will be paid after three months from the date of installation on submission of performance satisfactory report, obtained from the Head of the institute or concerned authorities

Client Audit

Deleted

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 and components 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 vehicles to all mandal headquarters specified 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 ICTC VANS 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 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 specifications |
| 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: | Manufacturer Authorization Form |
| Annexure 5: | Proposed vehicles, fabrication |
| 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 |

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.
2. Vehicle maintenance: Vehicle should comply as per the technical requirements of AIS 125 Part I 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. Insurance and warranty: The supplier shall always maintain insurance for the vehicle. The parts shall be replaced which are under warranty if required.
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)

Date:

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

RFP Name: Supply of fully equipped (ICTC Vans) for providing Health care Services across
Andhra Pradesh

Dear Sir,

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

BIDDER

TENDER INVITING AUTHORITY

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 tel. 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 XX/APMSIDC/2022-23 dated XX.XX.20XX

Subject: Self Declaration of not been blacklisted in response to the **RFP for “Supply of fully equipped ICTC VANSs for providing Healthcare Services across State of Andhra Pradesh”**

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any of the Central Government/State Government/PSU/Parastatal agencies in India 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: Manufacturer Authorization Form

No. _____ dated _____

To

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

Dear Sir,

Tender Notice No. _____

We _____ who are established and reputable manufacturers of
_____ having factories at
_____ and _____ do hereby authorize M/s.
_____(Name and address of Agents) to bid, negotiate and conclude the
contract with you against above-referenced RFP for the above goods manufactured by us.

We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty as per the above tender. We will provide uninterrupted supply of adequate spares for at least a period of 7 years.

We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of ICTC VANS vehicles tendered within the stipulated time.

We hereby extend our full guarantee and warranty for the Goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name) For and on behalf of M/s.

_____(Name of
manufacturers)

Note: This letter of authority is on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

BIDDER

TENDER INVITING AUTHORITY

Annexure 5: Proposed Vehicles, Fabrication and Equipment**1. PROPOSED VEHICLES**

| S. No | Description | Make and Model proposed by Bidder (In compliance with the vehicle specifications mentioned in this RFP) | Remarks |
|-------|-------------|--|---------|
| 1 | ICTC Van | | |
| 2 | Fabrication | | |
| 3 | Equipment | | |

BIDDER

TENDER INVITING AUTHORITY

Annexure 6: 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 " RFP for supply of ICTC Vans for providing Healthcare Services across Andhra Pradesh"

Dear Sir,

Having carefully examined all the parts of the RFP documents, and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to 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

BIDDER

TENDER INVITING AUTHORITY

Format – Price bid:

1 UNIT PRICE OF VEHICLES

| S. No | Description | Make and Model proposed by Bidder | Number of units (Q) <to be taken from Bid Data Sheet> | Comprehensive Unit price in INR (including fabrication, medical equipment, standard warranty and standard insurance for three years, in compliance with Form 1 & 2) per vehicle (U) | Total price in INR per vehicle category (INR) $T = U * Q$ |
|-------|---|-----------------------------------|--|---|--|
| 1 | ICTC Van including fabrication along with equipment | | <Q1> | <U1> | $T1 = Q1 * U1$ |

***Price should be inclusive of GST**
Note:

1. All vehicles quoted by the bidder should be from the same OEM.
2. Price shall include all costs associated with supply, fabrication, comprehensive insurance & warranty, servicing, repairs for 3 years.

Note: Bidders who are having any pending court cases / legal disputes against the APMSIDC before any court of law / authority, are not eligible to participate in the tender. In this regard If any ambiguity arise, the decision of tender inviting authority (APMSIDC) is final.

BIDDER

TENDER INVITING AUTHORITY

Annexure 7: 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 8: Format of Bank Guarantee for Performance Security

To

The Managing Director

APMSIDC, Mangalagiri

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 9: 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 **PD, APSACS** (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 undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

Responsibilities of the Parties are detailed below:

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

5. Joint and Several Liability

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

6. Representation of the Parties

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

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

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

7. Termination

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

8. Miscellaneous

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER (BIDDER) by:

(Signature)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

BIDDER

TENDER INVITING AUTHORITY

(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.

BIDDER

TENDER INVITING AUTHORITY

Annexure 10: 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**.

BIDDER

TENDER INVITING AUTHORITY

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).

BIDDER

TENDER INVITING AUTHORITY

Notes to Bidders

1. Upload the documents in ZIP format with suitable description as defined above.
2. The scanned documents shall be legible failing which they will not be considered.
3. Sign on all statements, documents, certificates uploaded owning responsibility for their correctness / authenticity.
4. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate
5. The tenderer is subjected to be blacklisted and the EMD forfeited if he is found to have mislead or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices Clause)

1 . Vehicle Technical Specifications:

Engine:

| | |
|--------------------------------------|--|
| Engine type | BS-6 |
| Displacement (Engine capacity in CC) | a)1999C and above b) 3cylinders and above |
| Engine power (lt/ax Output) | 54 KW or higher |
| Torque in Ntt/ | 200 NM or above |

Transmission:

| | |
|--------------|------------------------------------|
| Type | Manual Synchromesh |
| No. of Gears | Minimum 5 fonarard and one Reverse |

Axles:

| | |
|-------|------------|
| Front | Dead Rigid |
| Rear | Live Rigid |

Steering:

| | |
|----------------|-----------------|
| Type | Power Steering |
| Turning Radius | Maximum 7 Meter |

Suspension:

| | |
|--------|---------------------------------------|
| Front. | Semi Elliptical Multileaf SPring |
| Rear: | Semi Elliptical leaf/Multileaf Spring |

Brakes:

| | |
|---------|---|
| Type | Hydraulic, Dual Circuit, ABS with EBD / As per ARAI |
| Front | Disk/Air Drum Brakes / As per ARAI |
| Rear | Disk/Air Drum Brakes |
| Parking | Mechanical on Rear wheels |

Wheels and Tyres:

| | |
|------------|--|
| Size | 15" or larger rim |
| Tyre Types | 2 - front tyres 2 or 4 - rear tyres 1 - spare tyre |

Dimensions: Min 200mm and above.

| | |
|----------------------|--|
| Wheelbase in mm | Minimum 3100 |
| Overall length in mm | Up to 5550 and above/ Can be accepted as per ARAI requirement. |
| Overall width in mm | 1900 to 2200 |

| | |
|---------------------------------------|---|
| Ground clearance in mm | Minimum 200 MM and above |
| Payload Capacity | Minimum 2500 kgs /Min pay load 2500kg allowed inclusive fabrication of vehicle subjected condition that fuel efficiency certificate as per ARAI |
| Fuel Tank Capacity / CNG | As per ARAI Minimum 4 cylinders of 12 Kgs each (CNG), if the CNG facility is available in the location where the mobile ICTC is located. The vehicle on CNG should be able to cover minimum 200 kms./ As per ARAI |
| Vehicle Approved under | CNIVR approved under category M |
| Frame and chassis | Monocoque chassis with Ladder type Box Section Tubular Cross Braces / Chassis – Ladder type with C section |
| Other Features: | |
| Colour of Vehicle | White or Super White |
| Air Conditioning | AC compulsory for counselling and testing cabin. (Rear cabin) |
| Body Technical Specifications: | |
| 1.1. General Requirements: | 2.1.1 The assembly, sub-assembly and equipment should be integrated in such a way to enable the vehicle function in a reliable way and in a sustained fashion with durability and ensuring safety and comfort to occupants. |
| | 2.1.2 The design of the vehicle and the specified requirements shall permit accessibility for servicing / replacement and adjustment of components / parts and accessories, with minimum disturbance to other components and systems' |
| | 2.1.3 The base vehicle with all accessories should be brand new standard commercial products, tested and certified to meet the necessary application requirement in terms of load. The bidder should enclose all necessary brochures, certifications, and proofs in this regard along with the technical bid' |

| | |
|--|---|
| | 2.1.4 Inter-framework should be designed in such a way that it supports the M-ICTC body rigidly and withstand tensional loads under full dynamic conditions. It should ensure optimum stability of the complete construction of the M-ICTC along with complete fitments as well as passengers inside in both static as well as dynamic load situations. |
| | 2.1.5 The overall dimensions of M-ICTC body cabin (lab testing and counselling area excluding the driver cabin) shall be in the range of 1900 to 2200mm of Width, 2200 mm to 2500 mm in height and up to 4200 mm in length. All over inside height of the vehicle i.e. roaming gap between floor and ceiling will minimum 1850 mm |
| | 2.1.6 Provision for curtains as indicated in the diagram. |
| | 2.1.7 WS Glass-Single piece laminated for clear visibility, as per body profile. |
| | 2.1.8 The bidder should have the Mobile ICTC Van (Passenger / Medical Utility Bus Body) fabrication facility as per ISO9001:2008 (Specification required) or equivalent certified facilities. The bidder must fulfil the minimum requirements of ISO standards, criteria of fabrication. |
| | 2.1.9 External paint and logo shall be as prescribed by NACO |

1.2. Specifications for the type of body:

| | |
|--|---|
| | 2.2.1 Fabrication of Body as Bus it can be treated as a special purpose vehicle (Mobile Clinic) |
| | 2.2.2 Complete body should be minimum 20 gauge in galvanized steel |
| | 2.2.3 Aluminium anti-skid Flooring (14gauge) |
| | 2.2.4 interior finished with Aluminium Composite panel (ACP) Sheet. |
| | 2.2.5 Insulation in ceiling and side wall |
| | 2.2.6 Channel & Pipe Standard: As per the standard for mobile health unit (Applicable |

| | |
|----------------------|---|
| | for ladder type only) |
| | 2.2.7 Paint quality should as per automotive industry standard & colour according to the procuring agency. |
| | 2.2.8 The body should be made from sandwich construction bolted to inter-framework, which shall be connected to the chassis. The walls should be made up of joint less sandwich elements. Outer and Inner Skin should have a minimum thickness of '1.4mm. (Applicable for ladder type only) |
| | 2.2.9 The body corners should relate to a corner cap. (Applicable for ladder type only) |
| 1.3. Flooring | |
| | 2.3.1 The construction of the floor should be the same as those of the body walls as specified above but with additional layers of marine grade plywood in between the outer skin, inner skin and the insulation layer. |
| | 2.3.2 The top layer of the floor should be made from minimum 1.5 mm thick Anti- skid PVC vinyl matting or FRP / ABS with Anti-skid coating may also be used as the final covering. |
| | 2.3.3 Joints if any should be properly sealed so that it will not accumulate any dust and facilitate easy cleaning. |
| | 2.3.4 In normal usage condition the openings / Joints should be congruently matched with the floor hygienically and aesthetically, so that there is no chance of dust and pollution through that opening to the inside environment of the M-ICTC. |
| 1.4. Roof | |
| | 2.4.1 The construction of the roof should be the same as those of the body walls as specified above but with additional reinforcement for mounting air conditioning unit, ceiling lamps, fan and other devices to be mounted to it. |
| | 2.4.2 All the cables and conduits in the ceiling should be completely concealed in its |

| | |
|---------------------|---|
| | manufacturing and should not be visible either on the inside surface or on the outside surface of the ceiling. |
| 1.5 Doors | |
| | 2.5.1 There should be one exit door on the Left-Hand side of the M-ICTC. |
| | 2.5.2 There should be one entrance door at the rear side of the M-ICTC. |
| | 2.5.3 The door should be designed as to afford easy release and prevent accidental opening. |
| | 2.5.4 The door should be locked at its fully open and closed position |
| | 2.5.5 All hardware should be standard for passenger vehicle usage. |
| | 2.5.6 the key slot must have an integrated Caperture to close the key slot/ As per ARAI standards. |
| | 2.5.7 The lock must have two locking points (dual lock system for passenger vehicle use) at both the ends vertically (top and bottom) operated / actuated by the one handle/ As per ARAI standards. |
| | 2.5.8 The entrance and exit doors should have a foldable Staircase. The staircase must have locks to keep it in folded condition when not in use and fully protected from any accidental opening when the M-ICTC is in motion/ As per ARAI standards. |
| | 2.5.9 Two number of pipe handles on each gate to help the passengers/clients embark/disembark. |
| | 2.5.10 One call or ring bell near the driver along with buttons near the testing and counselling areas. |
| 1.6. Windows | |
| | 2.6.1 The M-ICTC should have two windows on one side of bus with sliding glasses, size sufficient for natural light, ventilation and visibility from the bus, as per your layout. The windows should have provision for |

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| | curtains/blinds/ As per ARAI standards. |
| | 2.6.2 The tinted glass should be set in an acceptable manner in a sturdy durable electrostatic powder painted, automotive grade in aluminium frame. |
| 1.7. Wiring, Electrical Distribution Points & Lighting | |
| | 2.1.1 All wires shall be concealed and so arrange that they can be readily inspected and renewed without affecting the finish of the vehicle' |
| | 21.2 The wires shall be PVC insulated wires confirming to standardization. |
| | 2.7.3 The earth return system shall be used for body wiring. |
| | 2.7.4 There shall be adequate number of lighting elements in all the areas, emitting white light meant for general lighting of the compartment, preferable installed in the roof of M-ICTC. |
| | 2.7.5 There should be one 12V DC operated, minimum 6" wall/ceiling mounted fans for each compartment like counselling area, examination area and blood collection area. |
| | 2.7.6 The testing compartment should have minimum number of power sockets required for various technical and general equipment in the M-ICTC. Each compartment of the van to have adequate number of power sockets for general use. |
| 1.8. Awning: To be installed as permitted. | |
| | 2.8.1 The M-ICTC shall preferably have one sturdy and retractable awnings with extra strong lightweight, white-coated aluminium structure on the driver side. |
| | 2.8.2 Extendable Teflon coated PVC top awning 14"x8" with retractable aluminium, section structure on driver side |

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| | 2.8.3 Awning shall be silent while opening / closing and travelling and should be motorized in operation based on 12V DC allowing one touch operation for opening and closing of the awnings and should also be able to manually operated. |
| | 2.8.4 Fabric shall be Vinyl UV resistant waterproof and washable, colour as per the client. |
| | 2.8.5 The awning must have supporting legs in the fully open condition for support/ As per ARAI standards. |
| | 2.8.6 The manual operation should be placed at suitable height for ease of access and operation. |

1.9. Interior and Equipment Required

(All the Items Mentioned bellow should be provided and suitably fitted by the bidder in compliance of Motor Vehicle Act/Rules so as to be registered in appropriate category)

| Item | Technical Specification | Quantity |
|-------------------------|---|-----------------|
| Air-conditioning System | Air Conditioning System Run on Vehicle Engine with 1 appropriate ducting system for cooling of the driver as well as passenger cabin compartment. The AC system should run from vehicle engine as well as generator when stationed. The condenser shall be mounted on the roof top. AC compulsory for counselling and testing cabin. (Rear cabin) Note: Any new standard system should be proposed by the bidder for technical review. | 1 |
| Cabin | The rear cabin shall be divided into two compartment counselling and lab testing as per the diagram | 2 |
| Work station with power | Table and Chairs | 3 tables and 4 |

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| ports | | Chairs/Foldable chair and Table |
| Bed | 6 ft long bed as Per the layout' | 1 |
| Seating | The M-ICTC area will have automotive standard transport grade seats for minimum four persons' The seats should be comfortable and with complete back support and as per the layout attached | 1 seat for 4 people |
| Storage | Almirah with locks as per the layout attached' | 1 |
| Wash Basin | Wash basin with SOAP DISPENSER | 1 |
| Towel Hanger | Towel Hanger | 1 |
| Water Tank | Water Storage Tank, minimum 20 Ltrs | 1 |
| Wastage Tank | Water Wastage Tank, plastics | 1 |
| GURTAIN | Curtain as per layouts | 3 |
| Dispenser | Condom dispenser | 1 |
| PA System and speaker | Public address system with minimum 100 Watt RMS. 4 external weather-proof speakers of appropriate power, positioned in external body adequately protected by moisture and injury along with a mic and system. | 1 |
| Television | LED TV, with remote control, at least 43 inches, Full HD, USB compatible, mounted, with proper metal casing and padding, with metal shutter for protection | 1 |
| Generator | The M-ICTC shall be supplied with super silent 5-7 KVA Gen-Set petrol | 1 |

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| | generator of suitable power rating to run all electrical items of the vehicle including air conditions, room lighting, medical equipment with pure sine wave output. The generator should be conforming to standards prescribed under environmental protection act and with the rules as applicable. | |
| Refrigerator | 100 Ltr frost free Refrigerator with a digital temperature meter, should run with and without the generator running. | 1 |
| Dustbin | Biomedical waste colour coded bins, foot operated and colour coding should be as per the latest Biomedical Waste (Management and Handling) Rules. | 3 |
| First Aid Kits | medium size first aid box for minor injuries | 1 |
| Fire Extinguisher | Fire extinguishers, Clear Agent (skg) One fitted near driver seats and one in back medical cabin. It should be clearly visible and have easy access for use. Fire extinguisher should meet BIS '13849-1993 or the latest | 2 |
| Suggestion Box | Portable and able to be installed outside as well as inside of the cabin | 1 |
| Towing hook | To be provided accordingly | 1 |
| Drinking water | Appropriate space for installation of water dispenser | 1 |
| Desirable | All other requirements including Safety | |

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| | requirements as per the Automotive Industry Standards and Motor Vehicle Act/Rules. | |
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Indicative Layout of the vehicle:

