

Request for Proposal

**Operations, Management and Maintenance of
Gamma Irradiation Facility on Public Private
Partnership Mode within the ANDHRA
PRADESH MEDTECH ZONE**

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ZONE**

DISCLAIMER

The information contained in this Request for Proposal (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Projects and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Andhra Pradesh Med Tech Zone

1. INTRODUCTION

1.1 Background

- 1.1.1. Andhra Pradesh MedTech Zone Ltd. (AMTZ) is proposed as a park with 200-300 manufacturing units of size 1 Acre/0.5 Acre/0.25 Acre each and a set of common manufacturing facilities for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices. The required infrastructure for industry facilitation will be developed by the AMTZ. While the manufacturing units shall be leased out, Common manufacturing facilities shall be created on Build and Operate Model. Government visualizes establishing state of the art civil and electrical infrastructure for industry to walk in and establish the interiors of their units/assemblies in least amount of time possible.
- 1.1.2. The scope of work will broadly include development of Gamma Irradiation Facility within the Andhra Pradesh MedTech Zone (AMTZ) and the management, operation and maintenance thereof for a period of 33 years.
The estimated cost of the Project (the “**Estimated Project Cost**”) is approximately INR 10, 00,00,000 (INR. Ten Crores) the assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.3. The Authority shall award the Selected Bidder in accordance with this RFP.
- 1.1.4. For the Project, the Authority will provide open space of One (1) acre within the designated AP MedTech Zone (the “**Site**”). The details of the Site, their location and other features are provided in the Schedule IV. The facility will be leased out to the selected bidder for the scope as specified in Clause 1.1.3, for a duration of 33 years at a rate of INR. 1.5 lakhs per month.)
- 1.1.5. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.1.6. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and

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applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.7. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a two-stage process (the "**Bidding Process**") for selection of a Bidder for award of the Project. All Bidders for a particular Project shall submit
- i) Response to this Request for Proposal in which relevant qualification details for the purpose of meeting Minimum Eligibility Criteria ("**Qualification Bid**") shall be explained with documentary proof. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for undertaking the Project(s).
 - ii) Subsequent to this stage the authority shall release an RFP for submission of financial proposal ("**Financial Bid**") against this RFP. The Financial Bids of only those Bidders who are considered responsive and have been selected through the Request for Proposal (the "**Qualified Bidders**") would be opened and evaluated for the purpose of identifying the Selected Bidder for the relevant Project.
- 1.2.2 As part of the Bidding Process, interested parties who fulfill the Minimum Eligibility Criteria as set forth in this RFP would called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (*one hundred and eighty*) days from the Bid Due Date.
- 1.2.3 The Concession Agreement (*to be entered into for each Project separately incorporating certain conforming changes to include Project specific terms*) which shall be provided to the Bidders on the date of issue of RFP. Subject to the provisions of Clause 2.1.4, the aforesaid documents and any addenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4 In terms of the RFP, the Bidder is required to deposit, along with its Bid, tender fees of INR. 50,000/- and a bid security amount (a "**Bid Security**") for which the Bid is being submitted, of Rs.10,00,000/-. The Bid Security will be refundable not later than six months from the Bid Due

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Date except in the case of the Selected Bidder(s) whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Tender fees and Bid Security in the form of a Demand Draft with validity of a minimum of three months or through on-line secured payment portal on AMTZ website. The Bid shall be summarily rejected if it is not accompanied by the Tender fees and Bid Security. If a Bidder bids for more than 1 (*one*) Project, it shall be required to submit separate Tender Fees and Bid Security for each Project. For the successful bidder, a nonrefundable development charge of INR. 25,00,000/- (Twenty-Five Lakhs only) (Rs.15 lakhs if the successful bidder does not want to withdraw the EMD submitted) with which the successful bidder shall also be liable to submit a performance bank guarantee equivalent to 10% of the investment required from AMTZ.

- 1.2.5 The Bidders are invited to examine the Sites for each Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of each Project. The cost of all such evaluations shall be borne by the bidder.
- 1.2.6 Financial Proposal for a Project, for eligible bidders shall be made on the basis of two parameters,
- 1.2.6.1** The offer of the Bidder on the average service operating fees charged to the users for availing the facilities (the "Average service Operating Fees")- 50% weightage
- 1.2.6.2** Estimated investment support, expected from AMTZ, for the development of the facility (the "AMTZ investment" for plant and machinery only)- 50% weightage

Subject to Clause 2.16, a particular Project will be awarded to the Qualified Bidder scoring the highest cumulative score, as mentioned in Clause 3.3 through the weightage average of the two components of evaluation.

In this RFP, the term "**Selected Bidder**" shall mean the Qualified Bidder who has scored the highest cumulative score, based on the quote for the first year.

- 1.2.7 Subject to Clause 3.3.6, for each Project, the Bidder with the highest cumulative score shall be the Selected Bidder. The remaining Qualified Bidders shall be kept in reserve and the Second Highest cumulative score Bidder of that Project may, in accordance with the process specified in Clause 3.3.5 of this RFP, be declared the Selected Bidder in case such that the Bidder with the highest cumulative score withdraws or rejected for any unforeseen reason. In the event that such Second Highest cumulative score Bidder withdraws or is not selected for any reason for a Project, the Authority may, in its discretion, declare the third Highest cumulative score as the Selected Bidder, or invite fresh Financial Bids from all Qualified Bidders or annul the Bidding Process, as the case may be, in accordance with the process specified in Clause 3.3.5 of this RFP.

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1.2.8 Further and other details of the process to be followed and the terms thereof will be spelt out in the Bidding Documents.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.5. The envelopes/ communication by fax or email shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for Construction, Operations, Management and Maintenance of Gamma Irradiation Laboratory on Public Private Partnership basis at AMTZ "

1.3 Schedule of Bidding Process:

The Authority shall endeavor to adhere to the following schedule. However, the Authority may, at its own discretion, revise or extend any of the timelines set out in this schedule.

| Event Description | Date |
|---------------------------|-------------------------------------|
| Issue of RFP | 18 th April 2017 |
| Pre-Bid Meeting | 29 th April 2017 |
| Bid Due Date and time | 6 th May 2017 1400 hours |
| Opening of Technical Bids | 6 th May 2017 1500 hours |

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2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

2.1.1 A Bidder shall not submit more than 1 (*one*) Bid for a Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid for the same Project either individually or as a member of any other Consortium, as the case may be. A Bidder may, however, submit separate bid for the other Project(s).

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement.

2.1.3 The Bidding Documents can be downloaded online from www.amtz.in :

For avoidance of doubt, it is clarified that the Bid shall be submitted on or before the Bid Due Date and time only at the address specified in Clause 2.11.5. The Bidder shall deposit a non-refundable document fee of Rs. 50000/- (the "Tender Document Fee") towards purchase of the Bidding Document. The Document Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, in favour of Andhra Pradesh MedTech Zone Ltd. Visakhapatnam payable at Visakhapatnam or deposited online through secured payment gateway available on the website of www.amtz.in.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.5 The Qualification Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Qualification Bid shall include the following:

- ANNEXURE A : Letter comprising the Bid
- ANNEXURE B : General Information of Bidder
- ANNEXURE C : Power of Attorney for Signing of Bid
- ANNEXURE D : Power of Attorney for Lead Member of Consortium
- ANNEXURE E : Technical Capacity of Bidder
- ANNEXURE F : Financial Capacity of Bidder

2.1.6 The Financial Bid for a Project should be furnished in the format at Appendix–II, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the

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Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The financial bid requires to be submitted only after RFP has been concluded and eligible bidders declared.

- 2.1.7 As mentioned in Clause 1.2.4 above, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Authority.
- 2.1.8 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D of Appendix-I.
- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.11 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.
- 2.1.14 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("**Damages**"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

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- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (*five per cent*) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder(s), its Member or Associate is less than 5% (*five per cent*) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (*twenty six per cent*) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or

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- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.14, shall include each Member of such Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (*fifty per cent*) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.15 This RFP is not transferable.

2.1.16 Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) The Bidder for qualification may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the relevant Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder group for the same project. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be a company registered in India under Companies Act, 1956 or from outside India under equivalent law, a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below. Proprietorship

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firms are not allowed for bidding in the project(s).

2.2.2 Minimum Eligibility Criteria

I. To be considered as technically qualified, a Bidder shall fulfill the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**"):

- (a) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall fulfill the following conditions:
 - i. The Bidder shall have experience of building/contracting and/or operating and managing at least one gamma irradiation facility of capacity not less than 300KCi for a minimum period of 3 (three) years; or
 - ii. The Bidder shall have experience of building/contracting and/or operating and managing one gamma irradiation facilities with capacity of not less than 100 KCi, for a minimum period of 6 (six) years.

The Bidder fulfilling the Technical Capacity criteria must have the aforementioned experience as on Bid Due Date.

- (b) **Financial Capacity:** The Bidder shall have a minimum average Turnover (the "**Financial Capacity**") of INR. **10, 00, 00,000 (Ten Crore Only)** for previous three financial years preceding the Bid Due Date.

For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

For the purpose of the RFP, "**Turnover**" shall mean as follows:

- (aa) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year, in case the Bidder is a company or a partnership firm;
- (bb) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.;

2.2.3 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the

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purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.4 In computing the Technical Capacity and Financial Capacity of the Bidder/ Members under this Clause, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

2.2.5. The Turnover of the latest financial year preceding the Bid Due Date would only be considered for evaluation. In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor in accordance with Clause 2.2.5. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided. In case of a Consortium, (i) the Technical Capacity of only that Member who shall have and continue to have an equity share of at least 26% (*twenty six per cent*) in the SPV, shall be considered to satisfy the above condition of eligibility; provided that such Member shall, for a period of 2 (two) years from the Project COD (*as defined in the Concession Agreement*), hold equity share capital not less than 26% (*twenty six per cent*) of the subscribed and paid up equity of the SPV; and (ii) the Turnover of only such Member who shall have and continue to have an equity share of at least 51% (*fifty one per cent*) in the SPV, shall be considered to satisfy the above condition of eligibility; provided that such Member shall, for a period of 2 (two) years from the Project COD (*as defined in the Concession Agreement*), hold equity share capital not less than 51 % (*fifty one per cent*) of the subscribed and paid up equity of the SPV.

II. In computing the Technical Capacity and Turnover of the Bidder/ Consortium Members under this Clause 2.2.2, the Technical Capacity and Turnover of their respective Associates would also be eligible hereunder.

2.2.6. In case the Bidder is a Consortium, it should comply with the following additional requirements:

- (a) Bid should contain the information required for each Member of the Consortium;
- (b) Members of the Consortium shall nominate the Member whose Financial Capacity shall be evaluated for the Projects, as the lead member ("**Lead Member**"), and such Member shall have an equity share holding of at least 51 % (*fifty one per cent*) of the paid-up and subscribed equity of the SPV;
- (c) The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Consortium;
- (d) The parties to a Consortium shall form an appropriate SPV to execute the Project if awarded to the Consortium; and
- (e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the

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"**Joint Bidding Agreement**") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, *inter alia*:

- (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
 - (iii) commit the minimum equity stake to be held by each Member; and
 - (iv) Include a statement to the effect that all Members of the Consortium shall, till the occurrence of Financial Close in accordance with the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.
- (f) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

A copy of the Joint Bidding Agreement shall be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium shall be specific to the Projects and should fulfill the above requirements, failing which the Bid shall be considered non-responsive.

2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by Central/State Government, from participating in any project (build, own and transfer or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid, either individually or as Member of a Consortium.

2.2.8. The Bid must be accompanied by the audited annual reports of the Bidder (of each Member in case of a Consortium) for the latest financial year preceding the Bid Due Date. The Bidder shall enclose with its Bid, to be submitted as per the format set forth in Annexure F of Appendix-I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Turnover of the Bidder at the close of the financial year preceding the Bid Due Date and also specifying that the methodology adopted for calculating such Turnover conforms to the provisions of Clause 2.2.2 I (b).

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In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.

The Balance Sheets must be verified and certified by a Chartered Accountant for each of previous three financial years.

2.2.6 The Bidder must provide details as per format at Appendix I - Annexure F.

2.2.7 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.

2.4 Cost of Bidding

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Sites' visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Sites and ascertaining for themselves the Sites' conditions, location, surroundings, climate, access to Sites, emergency medical needs, healthcare infrastructure, Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project(s) in accordance with the Bidding Documents and

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performance of all of its obligations thereunder;

- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement; and
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest cumulative score Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) choose the Selected Bidder in accordance with Clause 3.3.5 and 3.3.6; or

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- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession 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 Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

Invitation for Bids

| | |
|------------|-----------------------------|
| Section 1. | Introduction |
| Section 2. | Instructions to Bidders |
| Section 3. | Evaluation of Bids |
| Section 4. | Fraud and Corrupt Practices |
| Section 5. | Pre-Bid Conference |
| Section 6. | Miscellaneous |

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Appendices

I Formats for Qualification Bid

| | |
|-------------|---|
| ANNEXURE A. | Letter comprising the Bid |
| ANNEXURE B. | General Information of Bidder |
| ANNEXURE C. | Power of Attorney for Signing of Bid |
| ANNEXURE D. | Power of Attorney for Lead Member of Consortium |
| ANNEXURE E. | Technical Capacity of Bidder |
| ANNEXURE F. | Financial Capacity of Bidder |

II. Format for Financial Bid

The draft Concession Agreement to be provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The responses will be given on e-mail, if deemed necessary.
- 2.8.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on

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the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum ("**Addendum**").

2.9.2 Any Addendum issued hereunder will be sent in writing to all the Bidders.

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11 Sealing and Marking of Bids

2.11.1 The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I, and seal it in an envelope and mark the envelope as "QUALIFICATION BID". The Qualification Bid shall include:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder (Appendix – I - **ANNEXURE B**);
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I -

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ANNEXURE C);

- d. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I - **ANNEXURE D**);
- e. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE E**);
- f. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE F**); and
- g. A copy of the Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.

2.11.2 The Bidder shall separately submit the Financial Bid for a Project in the format specified in Appendix – II and seal it in an envelope and mark the envelope as "FINANCIAL BID". In case the Bidder desires to bid for more than 1 (*one*) Project, it shall submit a separate Financial Bid for each such Project and enclose them in a separate envelope.

The financial bid submission shall be undertaken in a separate process which would and no financial bids should be submitted with the first proposal. The first proposal is meant only for identification and shortlisting of eligible bidders.

2.11.3 A true copy of the Qualification Bid shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorized signatory. Three copies of this document (*i.e. one original and two true copies thereof*) shall be placed in a separate envelope and marked "COPY OF DOCUMENTS".

2.11.4 The 3 (*three*) envelopes specified in Clauses 2.11.1, 2.11.2 and 2.11.3 shall be placed in an outer envelope, which shall be sealed. Each of the 4 (*four*) envelopes shall clearly bear the following identification:

"Bid for the Construction, Operations, Management and Maintenance of Gamma Irradiation

Facility on Public Private Partnership Mode within the Andhra Pradesh MedTech Zone"

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date

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should be indicated on the right hand top corner of each of the envelopes.

2.11.5 Each of the envelopes shall be addressed to:

Chief Executive Officer
Andhra Pradesh MedTech Zone Limited
IT- Hill No-2; VSEZ, Madhurwada,
Visakhapatnam, Andhra Pradesh

2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 Bid Due Date and time

2.12.1 Bids should be submitted as per the timelines specified in thisRFP

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum or release corrigendum(s) in addition to thisRFP.

2.13 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

2.14 Contents of the Bid

2.14.1 The Qualification Bid for the Project(s) shall be furnished in the formats provided under Appendix – I.

2.14.2 The Financial Bid for each Project shall be furnished in the format at Appendix – II and shall consist of a Service Fee and Cost of project. The Bidder shall specify (in INR) the operating service fee to be charged to the users of the facility, within the AMTZ, in accordance with this RFP and the provisions of the Concession Agreement.

2.14.3 Generally, the Project will be awarded to the Bidder with the highest cumulative score as

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detailed in clause 3.3.

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 If any Bid received by the Authority is found not signed and/or sealed and/or hard bound and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not accompanied by the Bid Security as specified in Clause 2.1.8, it may be summarily rejected.

2.16.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

2.16.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

The Bids shall be valid for a period of not less than 180 (*one hundred and eighty*) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective

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Bidders and the Authority.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, tender fees and Bid Security as specified in this document via demand draft in favor of Andhra Pradesh MedTech Zone Ltd, payable at Visakhapatnam or make the same payment online through www.amtz.in website and furnish with its proposals, the evidence of such submissions made.

2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Save as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.

2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)' option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

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2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Bidder shall suffer loss on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise, under the following conditions:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (b) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- (c) In the case of Selected Bidder(s), if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement;
- (d) In case the Selected Bidder(s), having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (*sixty*) days from the date of intimating the rejection of the proposal by Authority to the Bidder.

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3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

3.1.1 The Authority shall open the Qualification Bids on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Qualification Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Qualification Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix – I;
- (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) that the Bidder has paid the Document Fee as stipulated in Clause 2.1.3,
- (d) it is signed, sealed, hard bound and marked as stipulated in Clauses 2.10 and 2.11;
- (e) it is accompanied by the Bid Security as specified in Clause 2.1.8;
- (f) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.10 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.3 (c), as the case may be;
- (g) it does not contain any condition or qualification;
- (h) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP; and
- (i) it is not non-responsive in terms hereof.

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3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be declared as the Qualified Bidders.

3.3.2 Financial Bids would be required only Qualified Bidders and shall be considered for evaluation in the next stage of proposal submission process.

3.3.3 Subject to Clause 3.3.6 below, for each Project, the final evaluation will be based on the weightage of three parameters:

- 1 50% weightage for average service operating fee (as specified in the format mentioned in Appendix- II. B.1) – “component-A”
- 2 50% weightage for investment support, expected from AMTZ (as specified in the format mentioned in Appendix- II B.2) – “component-B”

For parameter 1 and 2 above, Full marks will be awarded to the lowest quoting bidder. For subsequent bidders the marks will be a ratio of the lowest bidder.

The Qualified Bidder with the highest cumulative score shall be declared as the selected Bidder (the "**Selected Bidder**").

3.3.4 In the event that two or more Bidders quote the same Highest Cumulative Score for the development and provision of services at the Project facility (the "**Tie Bidders**") for a Project, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.5 In the event that the Bidder with the highest cumulative score withdraws or is not selected for any reason in the first instance (the "**First Round of Bidding**") for any of the Projects, the Authority may invite all the remaining Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and select the Second Highest Cumulative score Bidder for that Project.

In the event that the Second Highest Cumulative score Bidder withdraws or is not selected for any reason for such Project, the Authority may, in its discretion, select the Third Highest Cumulative score Bidder, or invite fresh Financial Bids (the "**Second Round of Bidding**") from all Qualified Bidders except cumulative highest score Bidder and Second highest

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cumulative score Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Second Round of Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Financial Bids, they shall be eligible for submission of fresh Financial Bids provided, however, that in such Second Round of Bidding only such Bids shall be eligible for consideration which are equal to or lower than the Bid of the Second Highest Cumulative Score Bidder in the First Round of Bidding of the relevant Project.

- 3.3.6 If a Bidder is the Selected Bidder for more than 2 (Two) Projects of AMTZ, the Financial Bid of such Bidder for other Projects shall not be opened; provided that the provisions of this Clause 3.3.6 shall be not be applicable.
- 3.3.7 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder(s), it shall execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder(s) shall not be entitled to seek any deviation in the Concession Agreement.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority 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 Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

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- b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-bid conferences of the Bidders shall be convened at the designated date, time and place. Only those persons who have downloaded the Bidding Documents including the RFP shall be allowed to participate in the Pre-Bid conference. A maximum of 3 (*three*) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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6 MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and Hon'ble Court in Visakhapatnam, Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

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**APPENDIX – I:
FORMATS FOR QUALIFICATION BID**

**ANNEXURE A
Letter Comprising the Bid**

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for "Construction, Operations, Management and Maintenance of Gamma Irradiation Facility on Public Private Partnership Mode within the Andhra Pradesh MedTech Zone"

Dear Sir,

1. With reference to your RFP document dated 18th April 2017, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project(s). The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development and construction, operation and maintenance of the Project(s).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (*three*) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

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7. I/ We declare that:
- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFP;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP.
9. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project(s).
10. I/ We certify that in regard to matters other than security and integrity of the country, I/we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project(s) or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred

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to above, we shall intimate the Authority of the same immediately.

14. We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who will own at least 26% (*twenty six per cent*) of the subscribed and paid-up equity of the SPV and undertake that Lead Member of the Consortium shall continue to hold at least 51% (*fifty one percent*) of the subscribed and paid-up equity of the SPV. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.
15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority 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 Concession Agreement but prior to Financial Close of the Project(s), it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
16. I/ We understand that the Selected Bidder shall be an existing {Company/ Trust/ Society} incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Indian Companies Act, 1956¹ prior to execution of the Concession Agreement.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project(s) and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the sites. I/we understand that except to the extent as expressly set forth in the Concession Agreement, I/we

¹ As amended or replaced from time to time

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shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.

20. The Premium has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Concession Agreement, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
21. I/We offer a Tender Fees of Rs. 50,000/- and Bid Security of Rs. 25,000,00/- for the Project to the Authority in accordance with the RFP.
22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP.
24. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the Authorised signatory)
Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

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**ANNEXURE B
GENERAL INFORMATION OF BIDDER**

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/Trust/ Society} including details of its main lines of business and proposed role and responsibilities in the Project(s):
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3(e) should be attached to the Bid.

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(c) Information regarding the role of each Member should be provided as per table below:

| S. No. | Name of Member | Role*{Refer Clause 2.2.3(e)} [†] | Percentage of equity in the SPV {Refer Clauses 2.2.3(a), (b) & (e)} |
|--------|----------------|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

* The role of each Member, as may be determined by the Bidder, should be indicated.

(d) The following information shall also be provided for each Member of the Consortium and/or Associate[‡]:

Name of Bidder/ Member of Consortium:

| No. | Criteria | Yes | No |
|-----|---|-----|----|
| 1. | Has the Bidder/ constituent of the Consortium/its Associate been barred by the {Central/ State} Authority, or any entity controlled by it, from participating in any project. | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Bid. | | |
| 3. | Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years? | | |

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

[†] All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

[‡] Provide details of only those Associates whose technical capacity and Net Worth are to be evaluated

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ANNEXURE C
POWER OF ATTORNEY FOR SIGNING OF BID
(Refer Clause 2.1.10)

Know all men by these presents, We, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. _____/ Ms _____(Name), son/daughter/wife of _____and presently residing at _____, who is {presently employed with us/ the Lead Member of our Consortium and holding the position of _____,} as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the " **Bid for "Operations, Management and Maintenance of Gamma Irradiation Facility on Public Private Partnership Mode within the Andhra Pradesh MedTech Zone"**("Project") proposed or being developed by the AP Med Tech Zone Limited , Government of Andhra Pradesh (the "**Authority**") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project(s) and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority or any entity representing the Authority.

AND we 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.

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

For

.....

(Signature)

Witnesses:

(Name, Title and Address)

- 1.
- 2.

{Notarised}

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Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *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.*
- *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).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

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ANNEXURE D
POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(Refer Clause 2.1.10)

Whereas the Andhra MedTech Zone Ltd, Government of Andhra Pradesh (the "**Authority**") has invited bids from pre-qualified and short-listed parties for the **Bid for "Operation, Management and Maintenance of Gamma Irradiation Facility on Public Private Partnership Mode within the Andhra Pradesh MedTech Zone" ("Project")**

Whereas, _____, _____ and _____ (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project(s) in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project(s), 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(s) 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 _____, {the respective names and addresses of the registered office} (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise 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 authorise 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 Concession, during the execution of the Project(s), 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(s), 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 Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project(s) and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

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exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For _____

(signature)

(Name & Title)

For _____

(signature)1

(Name & Title)

For _____

(Name & Title)

(Executants)

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

Witnesses:

[Notarised]

- 1.
- 2.

Notes:

- *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.*
- *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.*
- *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).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

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ANNEXURE E
TECHNICAL CAPACITY OF BIDDER
(Refer to Clause 2.2.2 I (a) of the RFP)

General Information

| S No. | Item | Details |
|--------------|---|----------------|
| 1 | Name of Eligible Project | |
| 2 | Name and Address of the Bidder / Consortium Member | |
| 3 | Name of Promoter/s | |
| 4 | Name of the Bidder / Technical Member claiming Technical Capacity | |
| 5 | Date of commencement of operations | |
| 6 | Currently Operational (Yes/No) | |
| 7 | Has the Eligible Project been managed and operated by the Bidder / Technical Member for 3 (three) consecutive years, within the last 5 (five) years (Yes/No). | |
| 8 | If #7 is Yes, please mention the period of operation and management of the Eligible Project by the Bidder / Technical Member | |
| 9 | Specify key clients, availing the project facility facilities, specifically medical device/ medical equipment manufacturers | |

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**ANNEXURE F
FINANCIAL CAPACITY OF BIDDER TO BE CERTIFIED BY THE STATUTORY
AUDITOR**

(Refer to Clause 2.2.2 I (b) of the RFP)

(In Rs. Crore)

| Bidder type § | Member Code [‡] | Proposed Equity Shareholding in SPV (%) | Turn over | | | | |
|----------------------|--------------------------|---|-----------|--------|--------|--------|--------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| Single entity Bidder | | | | | | | |
| Consortium Member 1 | | | | | | | |
| Consortium Member 2 | | | | | | | |
| TOTAL | | | | | | | |

Name & address of Applicant's Bankers:

§ A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

‡Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member and OM means Other Member. In case the eligible project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

¶The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.5.

§§ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees [65 (Sixty Five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due

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Date. The financial statements shall:

- (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
- (b) be audited by a statutory auditor;
- (c) be complete, including all notes to the financial statements; and
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purpose of the RFP, "**Turnover**" shall mean as follows:

- (aa) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company or the partnership firm (as the case may be) during a financial year, in case the Bidder is a company or a partnership firm;
- (bb) the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, and grants received by the Bidder during a financial year, in case the Bidder is a trust or a society.;

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**APPENDIX – II:- FORMAT FOR FINANCIAL BID
(NOT TO BE SUBMITTED WITH FIRST PROPOSAL)**

**Financial Proposal
(ONLY FOR ELIGIBLE BIDDERS UPON DECLARATION OF RESULTS OF RFP)**

Dated:

To

.....
.....
.....

Tel:

Fax:

Sub: Bid for Service Operating Fee & Cost of Development for Operation and Maintenance of Gamma Irradiation Facility on Public Private Partnership Mode within the Andhra Pradesh MedTech Zone” (“Project”)

Dear Sir,

1. With reference to your RFP document dated *****, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/We hereby submit our Bid and offer to charge Rs. _____ (Rupees _____ only), as service operating fee per test, in year one of operations, to users of the AMTZ. The Service fees for each subsequent year shall be determined by increasing service fee of the preceding year by an amount equal to 6 % (six percent) of the service fee of the immediately preceding year.
3. I/We hereby confirm that the investment support expected from AMTZ for the Development and equipping the **Gamma Irradiation Facility on Public Private Partnership Mode within the Andhra Pradesh MedTech Zone” (“Project”)**, as per the suggested scope of work is Rs. _____ (Rupees _____). *(The details of investment support required, are to be provided as per Format Appendix II-B.1)*
4. I/We hereby provide the details of the total project cost, as per the format provided in Appendix II- B.I & II
5. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
6. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

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APPENDIX – II B.1.-: FORMAT FOR THE ESTIMATED TOTAL COST OF PROJECT
(THIS SHOULD INCLUDE INVESTMENT BY AMTZ & THE BIDDER)

| S.No | Item | Cost |
|-------------|---|-------------|
| 1 | Total Cost of Plant and Machinery | |
| 2 | Total Cost of Technical Civil Works to be undertaken by the Service Provider | |
| 3 | Total Estimated Cost of 300 kCi 60Co Source (to be funded by AMTZ on actuals) | |
| 4 | Estimated Cost of Civil Works to be borne by AMTZ (to be left blank) | |
| | Grand Total | |

The quote made by the service provider should involve S.No. 1, 2 and 3 alone. However evaluation shall be done on the cumulative investment of S.No. 1 and 2 only.

APPENDIX- II B.2: Service Fee per cubic meter for medical products/goods. The Service prices for non-medical goods need not be declared.

Name and seal of Bidder/Lead Member

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CONTRACT (Draft Concession Agreement Format)

.....

.....

(Address of the Tender Inviting Authority/Office issuing the contract)

CM Contract No. dated

This is in continuation to this office's Notification for Award of contract No dated .

Name & address of the Bidder (s):

Reference: (i) Tender Enquiry Document No Datedand subsequent Amendment No, dated (If any), issued by the Tender Inviting Authority (ii)

Bidder's Tender No Datedand subsequent communication(s) No

Dated (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the Day of 20__ between (name of tender inviting authority) (hereinafter called the Procurer) of one part and (Name of bidder) (Hereinafter called the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services (Schedule I- Terms of Reference) should be provided by the Service Provider. The Procurer has accepted a tender submitted by the Service Provider.

The service provider hereby agrees to charge {Rs. _____ (Rupees _____ only), as service fees per day per unit, in year one of operations, to the users within the AMTZ. The Service fees for each subsequent year shall be determined by increasing service fee of the preceding year by an amount equal to 3 % (three percent) of the service fee of the immediately preceding year.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:

Schedule I- Terms of Reference (Scope of Services)

Schedule II-Obligations and Responsibilities of Private Partner and AMTZ

Schedule III- Penalty and Termination

Schedule IV- Land Plot and Description of Location

Schedule V- Equipment and related Technology

2. The Procurer hereby covenants to provide the Service Provider in consideration of the services,

- The stipulated plot of land, as defined in Schedule IV
- Invest on related Equipment and Technology, as defined in Schedule V

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3. The bank guarantee valid till [(fill the date)] for an amount of Rs. [(fill amount) equivalent to 10% of the investment support required from AMTZ] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

(Signature, name and address of authorised official)

For and on behalf of

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the Provider)

For and on behalf of

(Name and address of the Provider) (Seal of the provider)

Date:

Place:

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Schedule I: Scope of Work (Terms of Reference)

- 1 Andhra Pradesh MedTech Zone Ltd. has proposed to develop a Medical Device Manufacturing Park. The park would have 200-300 manufacturing units of size 1 acre/0.50 acre/0.25 acre each and a set of common manufacturing facilities for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices. The required infrastructure for industry facilitation will be developed by the Government. While the manufacturing units shall be leased out, Common manufacturing facilities shall be created on Build and Operate Model. Government visualizes establishing state of the art civil and electrical infrastructure for industry to walk in and establish the interiors of their units/assemblies in least amount of time possible.
- 2 The Selected Bidder- Operator (Concessionaire) will be leased out the available land parcels, at nominal rates for a period of 33 years (site details in Schedule III) for construction, management and maintenance of the project facility.
- 3 The Selected Bidder- Operator (Concessionaire) will invest in the capital expenditure for construction, development and equipping the facility, while AMTZ shall invest in the furniture and equipment, excluding common engineering services (to a maximum of investment request made by the Bidder, as per the submitted financial bid).
- 4 The Selected Bidder- Operator (Concessionaire), will charge service fees (as per the submitted financial bid) for storage of medical equipment, its spare parts or other storage as may be required.
- 5 The payment for the services availed will be done directly by the users availing the services at the AMTZ Central project facility.
- 6 The Selected Bidder- Operator (Concessionaire) will share the following with AMTZ after the facility has been operationalized:
 - a. Lease amount of Rs.1.50 lakhs per month per facility. Taxes applicable shall be extra. The lease amount per month shall have an increase by 3% (Three Percent) on annual basis.
 - b. A share in revenue on quarterly basis which would be equal to 2% in the first two financial years from the date of start of operations and 5% in subsequent years. If the facility does not make any revenue or makes losses, AMTZ shall not have any share for the respective quarters. However, the standard applicable lease amount shall be continued to be paid by the Service Provider.
- 7 **The entire construction of the facility (civil) shall be undertaken by the Project Construction Agency (PCA) selected by AMTZ for the entire project. The design of infrastructure shall be approved by AMTZ and it would be the responsibility of the selected bidder to propose for “World Class and monumental” infrastructure design.**
- 8 The broad scope of work scope of work will comprise of the following,
 - Technical Support for the infrastructural development of the gamma irradiation facility, as per details specified (An indicative design is illustrated in Schedule VI)

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- Equipping and managing the operations of the facility
- Seeking essential licenses/ approvals/ accreditations for the facility
- Ensuring up gradation of the facility from time to time, as per internationally acceptable guidelines/ benchmarks

Infrastructure Development, Equipment and Technology

- 9 The Gamma Irradiation Facility should be planned over a size of 20,000 sq ft, with the following core areas,
- a. Irradiation cell and labyrinth
 - b. Control room
 - c. DM plant & ventilation room
 - d. Cell roof top & cask handling area
 - e. Loading and unloading area for the product
 - f. Incoming and outgoing room
 - g. Dosimetry and Microbiology lab
 - h. Offices, maintenance areas, conference rooms and administrative areas
 - i. Toilets and changing rooms
- 10 Some of the key general considerations/ components while developing the facilities are listed below,
- At least 2 meter thick concrete walls inside the main irradiation cell built in a zigzag manner with high quality concrete mix with a minimum density of 2.5 gm/cu. cm
 - The facility should be designed to handle a minimum capacity of 3 million Ci of Cobalt 60
 - Irradiation to be carried out using at least 300,000 Ci of Cobalt 60 source loading.
 - An underground tank with a stainless steel lining, 6.5-7 meter deep below the ground level to immerse the source when not in use
 - Source raise system with hydraulic power pack and mechanical interlock for personnel entry door
 - DM plant and pool water conditioning and monitoring system to maintain the pH of the pool water between 7.5 and 8
 - Irradiation cell ventilation system, with outlet of the exhaust fans located at least 2.5 meter above the tallest part of the irradiator building
 - PLC based control and safety systems with SCADA and HMI interface
 - In cell firefighting and lighting system
 - Safety Interlocks for Personnel Access Door
 - Continuous type plant with product overlap design and in-cell shuffling system
- 11 All the design considerations should be in accordance with the requirements stipulated by the AERB Safety Standard on 'Land-based Stationary Gamma Irradiators' [AERB/RFIRRAD/SS-6 (Rev.1), 2007].

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Operations & Management

12 The operator (concessionaire) will recruit adequate staff for the operation and management of the facility. The staff requirement is as follows,

- 1 (one) Plant In-Charge/ Radiation Safety Officer having the following qualifications:
 - A Degree in Engineering or in Science from a recognized university/ institution with Physics as one of the subjects, or
 - A Post Graduate Diploma/Degree in Radiological Physics from a recognized university/ institution, or
 - A Diploma in Engineering from a recognized university/ institution with a minimum of five years of experience in radiation surveillance in a radiation processing facility supported by personnel monitoring (TLD) service, and
 - Successful completion of radiation safety course recognized by the Competent Authority, and
 - Received approval from the Competent Authority to function as a Radiological Safety Officer.
 - The RSO shall have responsibilities specified in Rule 22 of the Atomic Energy (Radiation Protection) Rules, 2004.
- 3 (three) Plant Operators having the following qualifications:
 - Degree in Science from a recognized University/ Institution, or
 - Diploma in Engineering from a recognized University/ Institution, and
 - Successful completion of radiation safety course recognized by the Competent Authority.
- 2 (two) Clerical and Maintenance Staff
- 8 (eight) Casual Labor for loading & unloading
- 2 (two) Lab Technicians (Dosimetry and Microbiology)

13 The Operator (Concessionaire) shall perform routine and periodic maintenance activities for the project infrastructure viz. civil, mechanical and electrical works, equipment and furniture for meeting the specified performance standards.

14 The Operator (Concessionaire) will be responsible for applying and procuring the necessary approvals/ clearances from BRIT and AERB.

15 The Operator (Concessionaire) will ensure recording and maintenance of all data/ documents as required by AERB.

16 The Operator (Concessionaire), in consultation with Radiological Safety Officer, shall prepare emergency response plan and ensure emergency preparedness measures.

17 The Operator (Concessionaire) will ensure adequate marketing and promotional activities for the Gamma Irradiation facility are undertaken to ensure that the centre operates profitably.

18 Priority for the usage of the Gamma Irradiation facility should be given to manufacturers within the AMTZ premise.

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Security, Safety and Standards

- 19 The facility should be secured with interlocks to prevent accidental mishaps.
- 20 The personnel should be provided with TLD badges which should be subjected to regular monitoring/ measurement to determine the exposure levels of the personnel.
- 21 Adherence to ISO/ ASTM 51702-13 standard for Dosimetry in a Gamma Facility for Radiation Processing.
- 22 After constructing the facility, radiation protection survey should be carried out to ensure the shielding adequacy of the irradiation cell.
 - The Operator (Concessionaire) will also need to make necessary arrangements to ensure safety and security of the material stored. The entire premise should be under CCTV surveillance at all times and procure essential security solutions as required.

Schedule II: Obligations of the Private Partner and AMTZ

2.1. Obligations of Private Partner

- 1 The Operator (Concessionaire) will provide all the technical support for the infrastructural development of the gamma irradiation facility by AMTZ.
- 2 It would be the responsibility of the selected bidder to propose for “World Class and monumental” infrastructure design for the facility that would be approved by AMTZ.
- 3 Full fledged operations of the facility, including recruitment of staff and installation of the equipment, needs to be initiated before the end of the 12th Month of Signing of the Agreement.
- 4 The Operator (Concessionaire) will keep AMTZ and its Project Monitoring/ Management Agency about the status of the construction and procurement of equipment on regular basis.
- 5 The operator (concessionaire) will procure the stipulated equipment & technology (as specified in Schedule III) only after an intimation by AMTZ.
- 6 For the first financial year of its operations, the Operator (Concessionaire) will charge service fees, at the **first year quoted rate** (the financial bid). The escalation in service fees will be applicable from the subsequent financial year.
- 7 The Operator (Concessionaire) will follow the environment, health & safety, regulations as may be applicable from time to time.
- 8 The Operator (Concessionaire) will share % of the revenue from operations with AMTZ. The concessionaire will make payments to AMTZ every quarter (or as otherwise agreed). The Concessionaire will have to share records and books of account, as may be required by AMTZ to confirm.
- 9 The Operator (Concessionaire) will require to seek prior approval from AMTZ, in case additional services (other than the agreed/ original scope) are required to be provided within the facility. The charges for these additional services have to be mutually agreed on by AMTZ and the Operator.

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2.2. Obligations of AMTZ

- 1 AMTZ will provide all support for clearances and licenses as required.
- 2 AMTZ will release funds for equipment procurement, as the agreed protocol above, from time to time based on bills/ invoices raised by the Operator (Concessionaire). However the amount will not exceed the investment support requested for by the concessionaire (in the financial bid)
- 3 Delays caused due to lack of clearances and approvals will be given due consideration, however the Operator (Concessionaire), will need to bring this to the timely notice of the Project Monitoring/ Management Agency.

Schedule III: Penalty and Termination

Penalty for Delays

- 1 Failure to initiate operations of the facility within 3 months of hand-over will result in deduction of 10% from the performance guarantee.

Contract Termination Parameters

- 1 The operator (concessionaire) is expected to comply with the agreement and charge service fees as stipulated in the financial bid. Any deviation in these charges will result in the termination of the contract.
- 2 The Operator (Concessionaire) is required to seek third party accreditation/ certification or approval, as the case may be. AMTZ will notify the concessionaire of the accreditations/ certifications that are required at the time of signing the contract. The operator (concessionaire) will have to apply for these certifications/ accreditations within one year of commercial operations, failing of which, the performance security will be forfeited. A fresh performance security (of equal value) will need to be submitted by the operator (concessionaire) to continue the contract.
- 3 Failure to continue statutory compliances/accreditations/ certifications would lead to issue of show cause notice from AMTZ. A failure to respond to such notices and/or failure to maintain the highest compliance to the statutory norms for more than 60 days will result in termination of the contract and forfeiture of the performance bank guarantee.
- 4 The concessionaire will share data regarding turnaround time and some select quality parameters, on a regular basis with AMTZ. AMTZ (and its appointed team) will constantly monitor performance and determine acceptable benchmark standards (mutually with the concessionaire), which will be revised every 12 months. Repeated failure on the part of the Concessionaire to meet any of these benchmarks for three consecutive years, will result in termination of the contract and the bid fee will be forfeited.

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Schedule IV: Site Map and Site Plan for the Proposed Plot of Land

Earmarked area within the AMTZ mater plan for development of AMTZ Central Project facility

As available on www.amtz.in

Schedule V: Equipment and Technology

- 1 The operator (concessionaire) will be required to procure equipment and technology.
- 2 AMTZ will release payments to the operator (concessionaire), as the schedule of payment below, to a maximum value of 'AMTZ investment' requested for in the financial bid.

Schedule of Equipment payments

| Percentage- Cost of equipment | Milestone | Supporting documents |
|--|--|--|
| 20% | Mobilization Advance | Nil |
| 50% | Procurement | Invoice, Delivery Challan and related evidence that the equipment is procured |
| 25% | Installation and Training | Installation and certification by the equipment vendor, that staff has been trained to use the equipment |
| 5% | At the end of one year from the date of installation | Error free operations for 12 months after the installation of the unit |

4. The operator (concessionaire) will procure the below specified equipment for the AMTZ Central project facility. The list is not an exhaustive and the concessionaire may add equipment, furniture and technology, as required. The bidder is expected to make their own estimation of the capacity so as to not exceed the waiting time as mutually agreed with AMTZ, in consultation with AMTZ.
5. In case of a requirement to augment the reference list of equipment, in future, such augmentation will depend upon the approval of AMTZ, based on the need assessment done by AMTZ with reference to the productivity performance.
6. AMTZ would support the selected scientific service provider as per schedule of financial support and payment. Service provider would procure equipment as per the specifications/ list of equipment as approved by AMTZ at costs as approved by AMTZ. This grant would be one time grant to the private partner exclusively for equipment, plant and machinery without any civil costs, as specified under the companies act.

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7. The service provider will procure the specified equipment, furniture and technology for the facility. The list given in this document is not an exhaustive list and the concessionaire may add equipment, furniture and technology, as required. The bidder is expected to make their own estimation of the capacity so as to not exceed the waiting time as mutually agreed with AMTZ for provision of services to the manufacturers, in consultation with AMTZ.
8. In case of a requirement to augment the machinery, such augmentation will depend upon the approval of AMTZ, based on the need assessment done by AMTZ with reference to the productivity performance and requirement. The service provider will need to provide this estimate within 30 days for the signing of the contract, if additional equipment is required (subject to a cap of the estimated funding support mentioned by the private partner in their financial bid).
9. For the equipment, furniture and technology which are invested upon by AMTZ, the private partner will be responsible for ensuring up keep and maintenance of these equipment.

The private partner will not be provided with any additional support from AMTZ for the replacement or up gradation of the equipment/source. The entire civil construction required for establishment of the facility would be the responsibility of AMTZ while the facility, its licenses for operations, inspections, certifications and processes shall be in the name of the selected service provider. The ownership of equipment purchased by AMTZ support shall lie with the AMTZ.

Equipment Lifecycle (extract as per Company's Act 2013)

| Equipment Category | Useful Life |
|--|--------------------|
| Plant and Machinery other than continuous process plant not covered under specific industries | 15 years |
| Continuous process plant for which no special rate has been prescribed | 8 years |
| General furniture and fittings | 10 years |
| Furniture and fittings used in hotels, restaurants and boarding houses, schools, colleges and other educational institutions, libraries; welfare centres; meeting halls, cinema houses; theatres and circuses; and furniture and fittings let out on hire for use on the occasion of marriages and similar functions | 8 years |
| Computers and data processing units | 6 years |
| Office equipment | 5 years |
| General laboratory equipment | 10 years |
| Laboratory equipment for Educational Purpose | 5 years |
| Electrical Installations and Equipment | 10 years |