

Request for Proposal

**FACILITY MANAGEMENT SERVICES
FOR
ANDHRA PRADESH MEDTECH ZONE**

Andhra Pradesh MedTech Zone Limited

Email: info@amtz.in

Telephone: +91-8885092122

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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.

The issue of this RfP does not imply that the Authority is bound to select a Bidder or to appoint the

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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.

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of AMTZ except to the extent required for submitting bid and no more.

ANDHRA PRADESH MED TECH ZONE LIMITED

1. INTRODUCTION

1.1 Background

- 1.1.1. Andhra Pradesh MedTech Zone Ltd. (AMTZ) , a PSE of the Government of Andhra Pradesh, is the only industrial park in the country, coming up in Visakhapatnam with capacity to accommodate 200-300 manufacturing units of plot sizes of 2 Acre / 1 Acre / 0.5 Acre / 0.25 Acre each and for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices also having a set of common scientific facilities required for manufacturing of such medical devices. The infrastructure support for industry facilitation is being developed by the AMTZ. While the manufacturing units would be operating on long term lease arrangements with AMTZ, the common scientific/manufacturing facilities are being set up on Build and Operate Model. Apart from the manufacturing units and scientific facilities, there shall be various other buildings in the zone which would cater to other commercial spaces required for the ecosystem like offices, parking, hotel, convention centre, warehouses etc. The master plan aims to make the zone to be functional with state of the art civil/ electrical infrastructure comparable to the best of the industrial zones in the world.
- 1.1.2. The scope of work will broadly include facility management services for all the manufacturing units, Common Scientific Facilities (CSFs), Administrative Building, Business Centre and other common infrastructure within the Andhra Pradesh MedTech Zone (AMTZ) and the management, operation and maintenance thereof for a period of 10 years.
- 1.1.3. AMTZ (hereinafter referred to as Authority) shall award the Selected Bidder in accordance with this RfP. The decision to award such a contract or not would vest with the Authority/the State Government, based on the final decision arrived at the appropriate time.
- 1.1.4. 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**").
- 1.1.5. The Selected Bidder(s) (the "**Concessionaire**") and shall be responsible for the Facility Management of the Project in accordance with the provisions of a long-term concession agreement ("**Concession Agreement**") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 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

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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 applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority. {the prospective bidders are free to raise any such point in the pre-Bid meeting(s) }

- 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 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 maximum period of 180 days (*one hundred and eighty*) days from the Bid Due Date.
- 1.2.2 The Concession Agreement (*to be entered into for each Project separately incorporating certain changes conforming to 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.
- 1.2.3 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 INR 2,00,000/- as Demand Draft. The Bid Security will be refundable not later than six months from the Bid Due 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 is liable to be summarily rejected if it is not accompanied by the Tender fees and Bid Security. If a Bidder desires to bid for more than one (*one*) Project, it shall be required to submit separate Tender Fees and Bid Security for each such Project.
- 1.2.4 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

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the Concession including implementation of each Project. The cost of all such evaluations shall be borne by the bidder. Permission for such examination shall be granted by the Authority on request.

1.2.5 Financial Proposal for a Project, for eligible bidders shall be made on the basis of the least quoted price for the services.

In this RfP, the term "**Selected Bidder**" shall mean the Qualified Bidder who has quoted the least cost subject to meeting the eligibility criteria.

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

1.2.7 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 post or email shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RfP for Facility Management Services for 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	August 21, 2018
Pre-Bid Meeting	August 30, 2018
Bid Due Date and time	September 15, 2018 @ 12.00 Noon
Opening of Technical Bids	September 15, 2018 @ 04.00 PM

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 one 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). Authority may however, consider a bid to be converted into as a consortium at a later date, on case to case basis.

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. 50,000/- {Rs fifty thousand only} (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 favor of Andhra Pradesh MedTech Zone Ltd. Visakhapatnam payable at Visakhapatnam.

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 in a separate envelope, along with the technical documents.**

- 2.1.7 As mentioned in Clause 1.2.3 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 from a Scheduled Commercial bank (excluding Cooperative bank), 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 the section 2 (72) of the Companies Act, 2013. 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
(can we also limit the interest in terms of only controlling interest – this para can then be diluted then)
- 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

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each of the other Bidder; or

- 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 the Companies Act, 2013 or an overseas company under equivalent law, LLP under the Limited Liability Partnership Act, 2008 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. However Single director firms are not allowed. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below. Proprietorship firm, Trust, Society and Partnership firm under the Partnership Act, 1932 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 providing facility management services as specified in the Scope of Work for at least two or more locations with cumulative size of not less than 1,00,000 sq. feet (One Lakh Square Feet) for a minimum period of 1 (one) year.

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. **1,00,00,000 (One 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;

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 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 three financial years preceding the Bid Due Date would only be

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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 three financial years preceding the latest financial year (ie 2017-18) 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 shareholding 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 a Consortium shall enter into a binding Joint Bidding Agreement (the "**Joint Bidding Agreement**") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, *inter alia*:
 - (i) convey the intent to 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

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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/ownership 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.*(to be included in the checklist)*
- 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 three 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).

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 three financial years preceding the latest financial year for which the audited annual report is not being provided.

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- 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 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.

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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
- (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 liable to be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or

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entering into of the Concession Agreement, and if the Bidder has already been issued the LOI 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

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 by post or e-mail in accordance with **Clause 1.2.7**. 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.

However, the Authority reserves the right to respond only to such of the queries which in its discretion, are material for the purpose of effective bidding by any bidder 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 made available in website 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 reserves the right to 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 - **ANNEXURE C**);
 - d. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I -

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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 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.
- 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 Facility Management Services for Andhra Pradesh MedTech Zone"

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

Managing Director & Chief Executive Officer
Andhra Pradesh MedTech Zone Limited
AMTZ Administrative Office, Pragati Maidan, VM Steel Project S.O.
Visakhapatnam - 530031, Andhra Pradesh

- 2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no

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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 this RfP

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 this RfP. (any such modification shall be indicated in the webpage of the Authority and shall be deemed to served to all potential bidders)

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 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

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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 liable to 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 Tender fees and 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 the Bids 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 with valid reasoning. 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.

2.17 Validity of Bids

The Bids shall be valid for a maximum period of 180 (*one hundred and eighty*) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective 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

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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.
- 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,

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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 LOI;
 - (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.

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.

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 of the Qualified Bidders only shall be considered for evaluation.

3.3.3 In the event that the Bidder with the lowest quoted per unit price 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 Lowest Quoted Per Unit Rate Bidder for that Project.

In the event that the Second Lowest Quoted Per Unit Rate Bidder withdraws or is not selected for any reason for such Project, the Authority may, in its discretion, select the Third Lowest Quoted Per Unit Rate Bidder, or invite fresh Financial Bids (the "**Second Round of Bidding**") from all Qualified Bidders except Lowest Quoted Per Unit Bidder and Second Lowest Quoted Per Unit Rate 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.

(provided that this provision does not preclude the rights of the Authority in opting for a fresh round of bidding annulling the entire process of the first process outlined in this RfP , at any given point of the bidding or bid selection process)

3.3.5 After selection, a Letter of Intent (the "**LOI**") 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 LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI 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 LOI, and the next eligible Bidder may be considered.

3.3.6 After acknowledgement of the LOI 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 LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOI, 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 LOI 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 LOI 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 LOI 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 endeavor 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.

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.

APPENDIX – I:
FORMATS FOR QUALIFICATION BID

ANNEXURE A
Letter Comprising the Bid

Dated:

To

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

Tel:

Fax:

Sub: Bid for "Facility Management Services for Andhra Pradesh MedTech Zone"

Dear Sir,

1. With reference to your RfP document dated 21 August 2018, 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.
7. I/ We declare that:

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- 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 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%

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(*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/ LLP} incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act, 2013 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 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. 2,000,00/- for the Project to the

FACILITY MANAGEMENT SERVICES FOR ANDHRA PRADESH MEDTECH ZONE

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

**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 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. (information in respect of the lead member shall be provided as above and all others attached separately or given one below other in the same format)
 - (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/controlling interest 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

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 authorize 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 "Facility Management Services for Andhra Pradesh MedTech Zone"** 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.

{Notarized}

Accepted
.....

FACILITY MANAGEMENT SERVICES FOR ANDHRA PRADESH MEDTECH ZONE

(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 favor 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.*

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 "Facility Management Services for Andhra Pradesh MedTech Zone"**

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 authorize M/s _____, having its registered office at ____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the 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.

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

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

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

For _____

(Name & Title)

(Executants)

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

Witnesses:

[Notarized]

- 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).*

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- *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.*

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 eligible project facilities, with special mention of any organization which is related to specifically medical device/ medical equipment manufacturing	

**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/controlling interest 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

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sheets, financial statements and Annual Reports for 5 (*five*) years preceding the Bid Due 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.;

APPENDIX – II-: FORMAT FOR FINANCIAL BID

Financial Proposal

Dated:

To

.....

Tel:

Fax:

Sub: Bid for Facility Management Services for 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 as per **APPENDIX -II A**, as service operating fee from year one of operations to AMTZ.

APPENDIX – II A

Services	Category	Unit	Area Category	Area	Rate/Unit	Equivalence percentage
Electrical, HVAC, Plumbing, Housekeeping.	Category A	Square Feet	Built Up Area	370131		50%
General Electricity, Waste management, Water management, Sewage treatment, Electrical, Security services.	Category B	Acre	Plot Area	73.69 (Phase-1), 197 (Phase-2)		50%

3. The financial proposals would be assessed against the evaluation criteria set by AMTZ. The lowest value of 50% equivalence percentage of category A & B is valued to highest score.
4. The bidder with the highest score would be awarded the tender subject to other terms and conditions of tender.
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.

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6. I/We agree to take 5,000 square feet of RCC space at with a refundable Security Deposit at the rate of INR 2,500/- (Rupees Two Thousand Five Hundred only) per square feet for a period of 10 years and monthly lease rental of INR 25/- (Rupees Twenty-Five only) per square feet in the Business Centre for developing the Facility Management Centre within the zone.
7. 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.
8. I/We agree to charge market reasonable rates to various occupants of AMTZ (Manufacturing Units) on first Right of Refusal basis on terms & cost as mutually agreed upon by us and respective Manufacturing units with information to AMTZ.

Yours faithfully,

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

Name and seal of Bidder/Lead Member

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 ___ % (___ 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

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

3. The Demand Draft valid till [(fill the date)] for an amount of Rs. [(fill amount) equivalent to 10% (minimum) of the cost of the contract value] 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 authorized official)

For and on behalf of

Received and accepted this contract

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

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For and on behalf of
(Name and address of the Provider) (Seal of the provider)
Date:
Place:

Schedule I: Scope of Work (Terms of Reference)

- 1 Andhra Pradesh MedTech Zone Ltd. (AMTZ) is proposed as a park with 200-300 manufacturing units of size 2 Acre / 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.
- 2 The Selected Bidder will provide services which will broadly include facility management services for all the manufacturing units, Common Scientific Facilities (CSFs), Administrative Building, Business Centre and other common infrastructure within the Andhra Pradesh MedTech Zone (AMTZ) and the management, operation and maintenance thereof exclusively for a period of 10 years.
- 3 The Selected Bidder shall lease 5,000 square feet of RCC space in the Business Centre with a refundable Security Deposit at the rate of INR 2,500/- (Rupees Two Thousand Five Hundred only) per square feet for a period of 10 years and monthly lease rental of INR 25/- (Rupees Twenty-Five only) per square feet for setting up and operating the functions of their Facility Management Centre.
- 4 The Selected Bidder shall be entitled to levy service fees (as per the submitted financial bid) on the entire area of activity decided in its sphere of services of project
- 5 The Selected Bidder shall provide all the facility management services including consumables for AMTZ Administrative Building free of cost.
- 6 The Selected Bidder will need to provide quote for the services for the entire zone spread over 270 acres but the actual on-ground execution of the same will be as per the delivery time-schedules provided by AMTZ.
- 7 The Selected bidder will need to quote for Category A and Category B separately as shown in ANNEXURE-1. The scope of services remains the same and all rates to be quoted for Built up area only.
- 8 The consumable used for House keeping services shall be paid as per actuals by individual facilities as mentioned in the Category A & B.
- 9 The Service Provider shall have a first right of refusal during the term of this agreement, to provide similar services to the Manufacturing units in the Zone. The first right of refusal shall entitle Manufacturers to explore external options if the selected bidder does not agree to provide services to Manufacturing Units at Mutually agreed costs.
- 10 Electrical services, External Lighting & Water management shall be done by Facility management service provider.
- 11 The scope of work will comprise of the following.

AMTZ requests bid proposals for the following services:

- Facilities Management of physical plant operations-Electrical, Mechanical, HVAC, Plumbing, Firefighting, Water treatment of the entire zone.
- General Facility Maintenance.
- Housekeeping Services.
- Security services of Zone.
- Same services to Manufacturing Units and Common scientific facilities on first Right of Refusal basis.

Service Requirements

1. Management Organization

The selected bidder will ensure onsite experienced personnel on full time basis, acting as a Facilities Management Senior Manager, Supervisor for each major division.

2. Normal Hours and Emergencies

The Maintenance services are required to be on-call 24hours a day seven days per week.

A work control center will be required to be staffed round the clock.

During emergencies, or under emergency conditions, the bidder may be directed to perform services other than those scheduled within the building or area being serviced. (for which service charges as may be applicable as per approved norms can be considered by the Authority on case to case basis). The Bidder must respond immediately to all emergency service calls. Emergency work may be required after normal working hours, weekends, holidays, etc.

3. Facilities Audit

A facilities audit will be performed and submitted to AMTZ. Enough detail is required to develop a comprehensive maintenance plan. This audit should include specifications and equipment maintained.

Facility Management Monthly Report containing the following

- ✓ Consumption of consumables
- ✓ Soft Service
- ✓ Mechanical
- ✓ Electrical
- ✓ Civil
- ✓ Miscellaneous
- ✓ AMC activities for the month detailing actual Vs scheduled
- ✓ Help Desk MIS
- ✓ Expense report – committed & Invoice amounts

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- ✓ Energy consumption – by utility, by premise
- ✓ All deviations and exceptions

The service provider must conduct regular comprehensive facility inspection and perform any additional ones that will maintain / enhance the appearance, operation, and safety aspects of all the facility as approved by **AMTZ**. The service provider shall indicate frequency of inspection covering all premises.

Facility Management Quarterly Report containing the following

- ✓ Energy consumption analysis
- ✓ Self-analysis of performance
- ✓ Suggestions, if any, for modifications, up gradation with supporting estimate.

Quarterly Self-Assessment Report in the prescribed format, with all necessary supporting documents

Facility Management Bi-annual Report containing the following:

- ✓ Comprehensive Analysis of each service
- ✓ Highlight Critical Issues / Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- ✓ Customer Feedback Analysis

Facility Management Annual Report containing the following:

- ✓ Energy Audit / Conservation measures
- ✓ Progress Report

Any other reports as needed from time to time

Overall Guidelines

- ✓ The FM Service Provider operate the facility in line with occupancy so that energy efficiency is achieved
- ✓ Need to keep track of Specific energy consumptions of all major utilities
- ✓ Provide multi-skilled and trained staff
- ✓ The staff should be trained on all the services mentioned in the RFP
- ✓ The Supervisory staff should have good communication skills, should preferably speak / write in English
- ✓ There should always be minimum staff on-site (staffing levels should not compromise on service delivery)
- ✓ The staff should be dressed in standard uniform.
- ✓ There should be adequate off-site backup, trained, to ensure 100% service delivery.

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- ✓ The FM Service Provider shall ensure that all statutory compliances (PF, ESIC, Minimum wages, contract labor act, etc.) as applicable are adhered to for any person employed by them directly or indirectly
- ✓ Worker's Compensation and Employer's Liability Coverage equivalent to the minimum amount required by law
- ✓ FM Service Provider will provide and manage all safety equipment and shall be responsible for the safety of his staff/ personnel deputed at the said premises.
- ✓ The Service Provider shall maintain updated all statutory records at our premises regarding duty schedules, attendance and leave, salary disbursement etc. pertaining to the personnel deployed by him in the said premises.
- ✓ The Service Provider should carry out Police and address verification of all manpower deployed by him in the said premises.

4. Maintenance Services

The following Maintenance Services are required; Project management, Exterior building Maintenance and Repair, Interior Building Maintenance and Repair-non-civil, Equipment & Systems Operation, Heating and Air conditioning, Plumbing, Electrical Systems, Preventive maintenance and Miscellaneous Services.

5. Buildings Serviced

All Buildings and PEB structures mentioned in Category A & B will be included in the contract. These include the, Common Scientific Facilities (CSFs), Administrative Building, Business Centre and other common infrastructure within the Andhra Pradesh MedTech Zone (AMTZ)

6. Exterior Building Inspection, Maintenance and Repair

Selected bidder must conduct visual inspections of all building exterior areas and provide a written report annually. Inspections shall include, but are not limited to the building structures, exteriors lighting, roofing, edge strips, drains and roofs. The bidder is responsible for minor repairs and for reporting areas needing major repairs.

7. Interiors Building Inspection, Maintenance and Repair

Selected bidder must conduct visual inspections of all building interiors. Interior building maintenance and repairs must be carried out based on a combination of activities which include the formal inspections, preventive maintenance actions and demand repair work as well as routine inspections. These inspections and maintenance shall include, but is not limited to tile, vinyl flooring, plaster and gypsum wallboard, acoustical ceiling tile, signage, doors, windows, blinds, lighting, fixtures, hardware, wallpaper and paint.

8. Equipment & System Operation

Selected bidder must operate all building systems. In addition, Contractor must inspect and record the conditions of all systems and components that have local alarms, indicators, and gauges. Bidder shall take all necessary actions to maintain their normal condition or necessary corrective actions to return them to normal conditions or to reverse a trend toward an abnormal condition. All actions shall be in accordance with recommendations of each system manufacturer.

9. Heating and Air Conditioning

Bidder shall be responsible for the operation, minor repair, and preventive maintenance for all the heating and cooling systems, subsystems, and components.

Bidder will provide qualified HVAC Technician(s), with experience in heating, heat transfer, refrigeration theory, water treatment and purification systems. Contractor personnel will remain current with technological improvements and advances in engineering and design of high and low temperature hot water heating systems, water cooling systems, and water treatment systems.

Bidder personnel shall be thoroughly knowledgeable of all regulations regarding reclaiming refrigerant from air conditioning, refrigeration and freezer systems. Contractor personnel shall provide all minor and routine repair services such as replacing pumps, belts, wall units, thermostats, etc.

As a part of new installations, warranties are provided to on numerous systems and components of the campus. Contractor's maintenance services shall be coordinated with such warranties and/or other maintenance agreements. In addition, Contractor shall initiate requests for warranty and/or service agreement work.

A preventive maintenance program shall be prepared, and scheduled maintenance activities shall be conducted according to manufacturer's instructions. Examples of scheduled maintenance includes but is not limited to such functions as inspecting and cleaning or changing fan coil units, filters, condensers, pressure relief valves, steam traps, pumps, belts and strainers.

Bidder shall be responsible for maintenance of Chiller plants, VRF systems, AHU, Split AC, Ventilation and all associated equipment's within in the facilities and Manufacturing units.

10. Plumbing

Selected bidder shall provide for plumbing maintenance and repair activities. Bidder shall generally be responsible for unclogging drains or toilets and repairing or replacing certain fixtures or valves.

Bidder shall be responsible for maintenance of Water treatment plants, Sewage treatment plants, Overhead tanks, DM Plants, Fountains, Pressure pumps as per local standards.

Bidder shall be responsible for handling of sludge, preparation of organic manure sludge cakes for greenery.

11. Fire Protection Systems

Maintenance on the fire protection systems (sprinklers, hydrants) shall consist of monthly inspections conducted by contractor personnel. Annual inspections are conducted by a outside approved agency coordinated by contractor. Inspections will be performed on the condition of all components for corrosion and rust. Major system inspections shall be performed by a certified fire protection systems agency.

Maintenance includes all firefighting equipment's, motors and alarm detectors.

Bidder shall be responsible for maintenance of Fire station.

12. Electrical Systems

Bidder shall be responsible for operation, maintenance and repair of the power and wiring systems, components that are utilized. Regularly scheduled maintenance functions shall include checking Transformers, Panels, Breaker, Switch gear, Switch yard, Diesel generators, UPS, Bypass circuits and Wires. Contractor shall work with local utility to ensure proper power supply, distribution, energy conservation and billing.

Three substations of 33/11KV have been considered for ease of distribution of power at 11KV. Each substation will consist of one 33/11KV 10MVA oil cooled transformer with one outdoor 33KV CB and indoor 11KV switch gear. The 11KV board will have 4+1 outgoing feeders. It will also feed one 2.4 MVAR Capacitor bank.

Power will be distributed at 11KV level on single circuit OH lines and Underground cables. Each facility, Manufacturing unit shall be drawing power through individual transformer.

Lighting luminaries of LED type are considered for all facilities.

ELV system like telephone/data/PA system/BMS/Access control/CCTV/FDPS are to be maintained by the selected bidder.

13. Painting

Bidder will provide painting as required for routine touch up or complete paintings throughout the year. A maintenance schedule shall be kept to ensure high traffic areas such as entrances, lobbies, doors and corridors are properly maintained in timely manner.

14. Waste and Soil disposal

All rubbish, debris and other waste materials obtained by the bidder in carrying out the services must be transported and deposited to Garbage storage area.

The bidder shall segregate all waste separately as per APPCB norms and regulations.

15. Housekeeping Services

Bidder must clean the facilities as to not disturb office personnel. Certain facilities would be required to cleaned /maintained prior to office hours as per daily requirement. Bidder must arrange for cleaning of the following areas mentioned below:

Public Areas

Entrance ways, lobbies, lounges, corridors and stairwells will be cleaned daily. Bidder will empty, clean and damp wipe all receptacles with disinfectant cleaner and remove waste paper and rubbish from the premises.

Bidder will dust mop and spot damp mop hard surface floors, cleaning of furniture and fixtures, doors, entrance glass, windows.

Rest Rooms

Bidder must mop and scrub floors with a disinfectant cleaner. Bidder will clean and polish all mirrors, fixtures and enameled surfaces. Bidder will disinfect all basins, urinals, and bowls using a non-abrasive cleaner. Bidder will restock toilet tissue, hand soap and towel dispensers.

Complete washing of toilets including tiles and other fixtures.

16. Façade Glass Cleaning

Bidder is responsible to execute the cleaning and maintenance of glazing in safe conditions for all facilities.

ANNEXURE-1

Area Statement for Phase -1

S.no	Facilities / Works	no. of units	TOTAL B.U.A
			in sft
Cat-A	Cat A- Common Scientific Facilities and Business Centre		
	Common Scientific Facilities		
1	Centre for Gamma Irradiation	1	19570
2	Centre for Electro-magnetic Interference & Biomaterials	1	69975
3	Centre for Medtech Innovation, prototyping & 3D design	1	17836
4	Centre for X-ray & CT scan tube manufacturing	1	42130
5	Administrative & other facilities with 1 level car parking	1	220620
	Total		3,70,131
Cat-B	Cat-B Common Social and support Facilities (CSSF)		
1	Waste Management Facilities (Sewage treatment, solid waste management, etc)	1	7023
2	Water storage - Overhead Tanks	1	8123
3	Water treatment plant	1	4962
4	Local Power station (01no.) & Power back-up - electrical distribution, DG set, High Mast, External lighting ELV etc.	1	7850
5	Other miscellaneous facilities (fire station)	1	2465
6	Other miscellaneous facilities (garbage disposal area)	1	694
	Total Phase-1		31,117

Schedule II: Obligations of the Private Partner and AMTZ

2.1. Obligations of Private Partner

- 1 The Selected Bidder (Concessionaire) will develop the Facility Management Centre spread over 5,000 square feet in the Business Centre in concordance with international benchmarks and design approval of the facility by AMTZ.
- 2 The Selected Bidder shall provide all the facility management services including consumables for AMTZ Administrative Building free of cost.
- 3 The Selected Bidder (Concessionaire) will get the layouts, drawings and plans approved by AMTZ and its appointed Project Monitoring/ Management Agency, prior to initiating development of the facility.
- 4 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.
- 5 The Selected Bidder (Concessionaire) will keep AMTZ and its Project Monitoring/ Management Agency about the status of the development and procurement of equipment on regular basis.
- 6 For the first financial year of its operations, the Selected Bidder (Concessionaire) will charge service fees, from the **first year quoted rate** (the financial bid).
- 7 The Selected Bidder (Concessionaire) will follow the environment, health & safety, regulations as may be applicable from time to time.
- 8 The Selected Bidder (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 Selected Bidder.

2.2. Obligations of AMTZ

- 1 AMTZ will provide all support for clearances and licenses as required.
- 2 AMTZ will provide 5,000 square feet of RCC structure within the Business Centre within 6 months of signing of the Concessionaire Agreement.
- 3 Delays caused due to lack of clearances and approvals will be given due consideration, however the Selected Bidder (Concessionaire), will need to bring this to the timely notice of the Project Monitoring/ Management Agency.

Schedule III: Penalty and Termination

Performance Security

The Selected Bidder shall provide a Performance Security of INR 50,00,000/- (Rupees Fifty Lakh) in the form of Bank Guarantee from a Scheduled Commercial Bank (excluding Cooperative bank) for a duration of three years and extendable till the entire duration of the contract.

Penalty for Delays

- 1 Failure to initiate development of the Facility Management Centre in the Business Centre within 3 months of Signing the Agreement will result in deduction of 10% from the Bid Security. If the selected bidder fails to initiate construction within 3 months, the contract will be deemed terminated and the bid security will be seized.

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- 2 Failure to complete operationalize the facility within 10 months of the date of signing of the agreement will result in a deduction of 25% of the Bid Security. If the selected bidder fails to complete construction within 12 months, a deduction of 25% of the Bid Security shall follow. A delay of more than 6 months shall lead to forfeiture of Bid Security in addition to encashment of the Performance Security bank guarantee.

Contract Termination Parameters

- 1 The Selected Bidder (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 Selected Bidder (concessionaire) is required to seek third party accreditation/ certification or approval. AMTZ will notify the concessionaire of the accreditations/ certifications that are required at the time of signing the contract. The developer and operator (concessionaire) will have to apply for these certifications / accreditations within one year of commercial operations, failing of which, the performance security bank guarantee will be encashed. A fresh performance security (of equal value) will need to be submitted by the developer and operator (concessionaire) to continue the contract.
- 3 Failure to achieve accreditation/ certification within three years from the date of start of commercial operations (unless otherwise specified by AMTZ), will result in termination of the contract and encashment of the Performance security 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 encashment of the Performance security bank guarantee.