

AGREEMENT FOR EMPANELMENT

EMPANELMENT OF AGENCIES TO PROVIDE SUPPORT SERVICES TO
MANUFACTURERS WITHIN THE ANDHRA PRADESH MEDTECH ZONE

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DISCLAIMER

This Proposal is an offer or invitation by the Authority to the prospective **Empaneled Agencies** or any other person. The purpose of this Proposal is to provide interested parties with information that may be useful to them in empaneling pursuant to this empanelment. This Proposal includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each **Empaneled Agencies** may require. This Proposal 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 Proposal. The assumptions, assessments, statements and information contained in the Documents may not be complete, accurate, adequate or correct. Each Agency 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 proposal and obtain independent advice from appropriate sources.

Information provided in this Proposal to the Agency(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 Agency(s) 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 Proposal or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Proposal and any assessment, assumption, statement or information contained therein or deemed to form part of this Proposal or arising in any way for participation in this Empanelment.

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

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 Proposal. The issue of this Proposal does not imply that the Authority is bound to select an Agency or to appoint the

Selected Agency, as the case may be, for the Services and the Authority reserves the right to reject all or any of the Empanelment's without assigning any reason whatsoever.

The Agency shall bear all its costs associated with or relating to the preparation and submission of its Empanelment 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 Empanelment. All such costs and expenses will remain with the Agency and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Agency in preparation or submission of the documents for empanelment, regardless of the conduct or outcome of the empanelment Process.

ANDHRA PRADESH MEDTECH ZONE LIMITED

INTRODUCTION

1.1 Background

- 1.1.1. Andhra Pradesh MedTech Zone Ltd. (AMTZ) is proposed as a park with 200-300 manufacturing units of size 1 Acre/0.5 Acre/0.25 Acre each and a set of common manufacturing facilities for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices. The required infrastructure for industry facilitation will be developed by the AMTZ. While the manufacturing units shall be leased out, Common manufacturing facilities shall be created on Build and Operate Model. Government visualizes establishing state of the art civil and electrical infrastructure for industry to walk in and establish the interiors of their units/assemblies in least amount of time possible.
- 1.1.2. The scope of work will broadly include providing assistance to Manufacturers within the Andhra Pradesh MedTech Zone (AMTZ).
- 1.1.3. The Empanelment is valid for a period of 3 years (three years).
- 1.1.4. The Authority shall empanel the Selected Agencies in accordance with this Proposal.
- 1.1.5. The Empaneled Agency Agreement sets forth the detailed terms and conditions for grant of the empanelment to the Agency, including the scope of the Agency's services and obligations.
- 1.1.6. The statements and explanations contained in this Proposal are intended to provide a better understanding to the Agencies about the subject matter of this Proposal and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Empaneled Agency set forth in the **Empaneled Agencies Agreement** or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Documents including this Proposal 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.
- 1.1.7. The Authority shall receive empanelment documents pursuant to this Proposal in accordance with the terms set forth in this Proposal and other documents to be provided by the Authority pursuant to this Proposal, as modified, altered, amended and clarified from time to time by the Authority (collectively the "empanelment Documents").

1.2 Brief description of Empanelment Process

- 1.2.1. The Authority has adopted a single stage process (the “Empanelment Process”) for selection of an agency for empanelment. All Agencies for a Service shall submit Response to this Expression of Interest in which relevant qualification details for the purpose of meeting Minimum Eligibility Criteria ("Qualification document”) shall be explained with documentary proof. In the first step, Qualification Document of all Agencies shall be evaluated as to whether they are responsive in terms of this Proposal for undertaking the Service(s). on successfully meeting the requirements of Proposal, the agency shall be empaneled with the authority.
- 1.2.2. In terms of the Proposal, the empaneled agency is required to deposit nonrefundable, empanelment fee of Rs. 50,000/-(plus 18% GST) amounting to a total of Rs. 59,000/- (Fifty Nine Thousand Only).
- 1.2.3. The empanelment process would be an ongoing process. Applications for empanelment shall be screened for eligibility and the agreement process be initiated within two weeks of screening of eligibility criteria.
- 1.2.4. Industry associations registered in India or having a registered office in India shall be empaneled without any empanelment fee up on request from such associations.
- 1.2.5. The empaneled agencies would not necessarily require to take an office in AMTZ, but in case such agencies choose to do so, the lease rates for office space shall be applicable to them.
- 1.2.6. Any queries or request for additional information concerning this PROPOSAL shall be submitted in writing or e-mail to the officer designated. The envelopes/ communication by or email shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Proposal for Empanelment of Agencies for Providing Support Services to Manufacturers at AMTZ ".

INSTRUCTIONS TO EMPANELED AGENCIES

GENERAL TERMS OF EMPANELMENT

1. GENERAL:

The “AGREEMENT FORM EMPANELMENT” can be downloaded online from www.amtz.in.

The Agency shall deposit a non- refundable empanelment fee of Rs. 50000/- (plus 18% GST) amounting to a total of Rs. 59,000/-. The Document Fee shall be in the form of a demand draft issued by a Scheduled Bank in India, in favour of Andhra Pradesh MedTech Zone Ltd. Visakhapatnam payable at Visakhapatnam or deposited online through secured payment gateway available on the website of www.amtz.in.

2. CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation and recommendation for the Agencies shall not be disclosed to any person who is not officially concerned with the Empanelment Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Empanelment Process. The Authority will treat all information, submitted as part of the Empanelment, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

3. DISCRETION OF THE AUTHORITY:

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i. suspend and/ or cancel the Empaneling Process and/ or amend and/ or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Empaneled Agency in order to receive clarification or further information;
- iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Agency; or

4. REJECTION:

The Authority reserves the right to reject any Agency which is non-responsive or carries any of the below mentioned acts :

- a) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Empaneling Process.
- b) "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 Empaneling Process;
- c) "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 Empaneling Process; or
 - (ii) (ii) having a Conflict of Interest; and
- d) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among empaneling agencies with the objective of restricting or manipulating a full and fair competition in the Empaneling Process.

5. JURISDICTION AND ARBITRARY:

The Empanelment 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 Empanelment Process.

LIST OF DOCUMENTS TO BE ENCLOSED WITH APPLICATION FORM.

1. Covering Letter
2. Status of the Firm / Registration certificate / Memorandum of association
3. Income Tax Return.
4. Previous year balance sheet and Profit & Loss Account
5. Annexures A to E of Empanelment Agreement
6. Photograph (CD) of major work executed.
7. Letters of owners / organizations informed in Proforma I having completed the projects satisfactorily.
8. The applicant should enclose Demand Draft (non refundable) for Rs. 59,000/- (Rupees Fifty Nine Thousand Only) in favor of Andhra Pradesh Medtech Zone Limited, payable at Visakhapatnam.

COVERING LETTER

To,
ANDHRA PRADESH MEDTECH ZONE LIMITED
HR& ADMIN DEPARTMENT
PRAGATI MAIDAN, VM STEEL PROJECT S.O.,
VISAKHAPATNAM 530031

**Ref: Application for empanelment as Agencies for Support Services to manufacturers within
AMTZ.**

Dear Sir,

I / we have read and understood the instructions and the Terms & Conditions mentioned in the Proposal. I / we do hereby declare that the information furnished in the application and the supplementary sheets are correct to the best of my knowledge and belief.

I / we authorise Andhra Pradesh Medtech Zone Limited or its authorized persons to approach our employers, clients, corporation, organisation etc. to verify the facts submitted by us.

Signature of applicant with seal

Name:

Designation:

Address:

Place

Date:

APPLICATION FORM

1	Name of the organization		
2	Address	Postal address	
		Telephone nos	
		E-mail address	
3	Year of establishment		
4	Status: Whether Company/Firm/ Other Legal Entities excluding sole proprietary concern		
5	Name of Directors/ Partners		i) ii) iii) iv)
6	Whether registered with any institution, association, or agency		
7	Name and address of Bankers		i) ii) iii) iv)
8	Name of completed projects. (Details to be furnished in Annexure C)		i) ii) iii)
9	List of the key persons permanently employed (Details to be furnished in Annexure D)		i) ii) iii)
10	Important major projects on which the firm is engaged at present and their estimated cost, stage of work viz. planning and construction, the full address of clients shall be indicated against each project. (Details to be furnished in Annexure E)		i) ii) iii)
11	Whether an assessee of income tax, if so, mention permanent account number furnish copies of Income Tax Returns of Previous Financial Year		
12	Furnish copies of audited Balance Sheet and Profit & loss account (if tax audit is applicable)		
13	Demand Draft Details drawn in favour of "Andhra Pradesh Medtech Zone Limited" payable at Visakhapatnam 1) DD Number 2) Date 3) Bank Name		

ANNEXURE A
GENERAL INFORMATION OF AGENCY

1. Name of the Organization:

2. Brief description of the { Company/Trust/ Society/Partnership Firm/ firm/other legal entities except sole proprietary concerns } including details of its main lines of business and proposed role and responsibilities in the Service (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 Agency:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) FaxNumber :

ANNEXURE B

POWER OF ATTORNEY FOR SIGNING OF AGENCY

We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms _____ so n/daughter/wife of _____ and _____ presently residing at _____, who is 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 "Empanelment of Agencies for providing support services to manufacturers within the Andhra Pradesh MedTech Zone "Services" proposed or being developed by the AP Med Tech Zone Limited , (the "Authority") including but not limited to signing and submission of all applications, empaneling and other documents and writings, participate in 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 Empanelment Agreement for Agency and undertakings consequent to acceptance of our empanelment, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our empanelment for the Service(s) and/or till the entering into of the Empanelment Agreement for Agency with the Authority or any entity representing the Authority.

AND we hereby agree to 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 MONTH _____ 20 _____

For
.....

(Signature)

- Witnesses:
(Name, Title and Address)
- 1.
 - 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the agency 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 Agency.

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.

EMPANELMENT OF AGENCY SERVICES FOR SUPPORTING MANUFACTURERS WITHIN
ANDHRA PRADESH MEDTECH ZONE LIMITED

ANNEXURE-C
WORKS EXECUTED IN LAST 3 YEARS

Sr.No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner	Area and value of building / work executed	Stipulated time and date of completion	Actual time and date of completion	Any other relevant information
1							
2							
3							

Signature of the Applicant

EMPANELMENT OF AGENCY SERVICES FOR SUPPORTING MANUFACTURERS WITHIN
ANDHRA PRADESH MEDTECH ZONE LIMITED

ANNEXURE- D
LIST OF KEY PERSONAL EMPLOYED

Sr. No.	Name	Designation	Qualification	Experience	Years with the Firm	Any other information

Signature of the Applicant

EMPANELMENT OF AGENCY SERVICES FOR SUPPORTING MANUFACTURERS WITHIN
ANDHRA PRADESH MEDTECH ZONE LIMITED

ANNEXURE-E
PARTICULARS IN RESPECT OF WORK IN HAND

Sr. No	Name of the work/ project executed with address	Short description of work executed	Name and address of owner	Value of work executed	Stipulated time of completion	Status Of Work	Any other relevant information
1							
2							
3							
4							
5							
6							
7							

Signature of the Applicant

MEMORANDUM OF AGREEMENT

This Agreement made and entered into on this _____ day of _____ 2017 between **Andhra Pradesh Medtech Zone Limited**, a wholly owned state government company (herein after called the “**Authority**” represented by its authorized person to sign on behalf) and

_____ (herein after called the “**Agency**” which expression unless excluded by or repugnant to the subject or context, shall mean to include its legal representatives, successors and permitted assigns. AND together called as parties to the agreement and individually as party hereto)

Whereas the “**Authority**” is proposed as a park with 200-300 manufacturing units of size 1 Acre/0.5 Acre/0.25 Acre each and a set of common manufacturing facilities for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices. The required infrastructure for industry facilitation will be developed by the “**Authority**”. 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. To provide for more economies of scales to manufacturers and other entities the “**Authority**” is desirous to empanel various agencies to assist various entities/manufacturers for carrying out various technical and non-technical works listed in the annexure hereto.

Whereas the “**Agency**” having been aware of the future growth prospects of the “**Authority**” and the potential of work that could support “Agencies” mandate while working “independently” with manufacturers proposed in the zone.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS: -

1. The **“Authority”** recognizes the **“Agency”** for carrying out specific work hereto on payment of empanelment fee of Rs.59,000/- (Fifty Nine Thousand Only) drawn in favor of “ ANDHRA PRADESH MEDTECH ZONE LIMITED “ Payable at Visakhapatnam at the time of signing of this agreement for each of the specific work.
2. The **“Agency”** shall carry out only specific activity which was opted while empaneling itself with the **“Authority”** throughout the tenure of empanelment.
3. The **“Agency”** shall employ trained staff who are of 18 years of age and above for executing the works on behalf.
4. The **“Authority”** provides a level playing field for its Agencies to participate in various tenders/quotations and does not guarantee any work merely because of empanelment.
5. The **“Agency”** shall not appoint any sub-agency for the work assigned to him without the written permission of the **“Authority”**. In this regard the **“Authority”** discretion would be final with regard to justification of the sub-agency or whether the sub-agency needs to empanel itself a fresh for carrying out the aforesaid work .
6. This empanelment shall be effective for a period of **3** Years from the date of signing of this agreement, and which can be extended further on mutual consent or renewing empanelment.
7. The **“Agency”** shall be responsible for strict compliance of all statutory provisions of relevant labor laws applicable from time to time in carrying out the work orders entrusted to it .
8. The **“Authority”** shall be at liberty at any time to terminate this agreement on giving 24 hours of notice in writing to the **“Agency”** for breach of any of the terms and conditions of this agreement and the decision of **“Authority”** in this regard is final.

9. In the event of any bribes, commission, gifts, or advantage being given, promised or offered by or on behalf of the **“Agency”** in relation to obtaining or execution of work the **“Authority”** shall without prejudice to their other rights and remedies be entitled to cancel and /or terminate this agreement or suspend **“Agency”** for a period of _____ months. The discretion of the **“Authority”** in this regard is final
10. This Agreement contains the entire agreement between both the parties and nothing outside this Agreement shall be valid and binding. This Agreement may be modified or altered only on the written agreement signed by both the parties.
- IN WITNESS, WHEREOF** the parties have executed this agreement effective as of the first written above.

For and on behalf of
“Authority”

For and on behalf of
“Agency”

EMPANELMENT OF AGENCY SERVICES FOR SUPPORTING MANUFACTURERS WITHIN
ANDHRA PRADESH MEDTECH ZONE LIMITED

Signature:

Signature:

Name :

Name:

Designation:

Designation:

Witness :

1)Name & Signature

2)Name & Signature

