

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
MANGALAGIRI (AP)

Tender No. AIIMS/MG/Proc./Tender/2021-22/JAK

Tender Document for Establishment of

Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK) in AIIMS

Mangalagiri

DISCLAIMER

The information contained in this Request for Proposal document (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 Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their technical offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. 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 Selected Bidder or Agency (as the case may be) for the Project 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.

SECTION 1

INTRODUCTION

1.1 Background

1.1.1 AIIMS Mangalagiri, Andhra Pradesh, is established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) to correct the regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate & postgraduate medical education.

1.1.2 The All India Institute of Medical Sciences in Mangalagiri which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training has an objective to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity. The Director of AIIMS Mangalagiri or his designated officer will be hereinafter called the “**Authority**”.

1.1.3 The Pradhan Mantri Bhartiya Janaushadhi Pariyojna was launched in 2008, with the aim of selling generic medicine at affordable prices through dedicated outlets i.e. Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) in various districts of the country.

1.1.4 In this regard, AIIMS Mangalagiri , intends to establish Janaushadhi Kendra (JAK) at its hospital. Proposed Jan Aushadhi Kendra would cater to the patients visiting AIIMS Mangalagiri. The Jan Aushadhi Kendra located at AIIMS Mangalagiri shall be referred to as Project (the “**Project**”). The Authority has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded.

1.1.5 The Bidder shall be selected based on the technical qualification score as defined in Clause 2.2.2 (a). The bidder scoring the highest score (“**Highest Bidder**”) will be awarded the Project.

1.1.6 The selected bidder has to apply to Bureau of Pharmaceuticals PSUs of India (BPPI) which is an implementation agency for PMBJK for opening of Janaushadhi Kendra (JAK) and must fulfill all the requirements & operating terms and conditions as laid out by BPPI in the regard from time to time.

1.1.7 The Authority will provide the space within the premises of AIIMS Mangalagiri for establishing Jan Aushadhi Kendra and the selected bidder will be subject to payment of rent, electricity, water and other charges levied by AIIMS Mangalagiri. It is also clarified that the Selected Bidder shall as required to be complete with applicable laws refurbish the existing space at the hospital at its own cost.

1.1.8 The Selected Bidder shall be required to install and equip the Pradhan Mantri

Bhartiya Janaushadhi Kendra (PMBJK) with required furniture and fixtures, computer, printer, scanner etc, obtain Drug license, engage qualified pharmacist registered in Andhra Pradesh State only and as any other applicable norms as laid out by BPPI/other relevant authorities so as to be able to legally commence operation of the Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK).

1.1.9 The Selected Bidder shall sign a separate Tripartite Agreement for the Project ("**Tripartite Agreement**"). The Tripartite Agreement sets forth the detailed terms and conditions for grant of the Project to the Selected Bidder, including the scope of the Selected Bidder services and obligations. The Selected Bidder, shall be responsible for, operation and maintenance of the Project under and in accordance with the provisions of a tripartite agreement to be entered into between BPPI, Authority and Selected Bidder in the form provided by the Authority as part of the Bidding Documents pursuant thereto. The Agreement Period shall be of 5 (Five) years.

1.1.10 The selected bidder will be under a probation period of six months wherein AIIMS Mangalagiri will observe the service provided by the bidder; in case it is deemed that the services are deficient or inadequate, AIIMS Mangalagiri reserves the right to terminate the contract forthwith. AIIMS Mangalagiri also reserves the right to undertake a periodic review of the services including patient satisfaction, availability of medicines, compliance rate of prescription medicines, quality parameters, extent of compliance of any other regulations etc and take appropriate measures including termination of the contract if the services provided are seemed to be consistently deficient.

1.1.12 The Selected Bidder will be entitled to collect medicine charges as per the guidelines issued by BPPI from time to time.

1.1.13 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Agency set forth in the Tripartite Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project 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.

1.1.14 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of bidding Process

1.2.1 The Authority has adopted a single stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under a single envelope.

1.2.2 Eligibility and qualification of the Bidder (The "**Bidder**") will be examined based on the details submitted under the "**Technical Bid**" with respect to eligibility and qualifications criteria prescribed in this RFP.

1.2.3 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of **180 days** from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

1.2.4 The Bidding Documents for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.5 In terms of this RFP, the Selected Bidder shall provide a Performance Security in the form of bank Guarantee of INR 5 lacs (INR five Lacs only) under the Tripartite Agreement. Performance security is mandatory.

1.2.6 During the Bid Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project. Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.

1.2.7 Any queries or request for additional information concerning this RFP shall be submitted in writing through post or e-mail to the officer designated in Clause 2.11.4 below. The communication shall clearly bear the following identification/ title:
"Queries/ Request for Additional Information: RFP for **Establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra in AIIMS Mangalagiri**".

1.3 Schedule of Bidding Process:

The Authority shall endeavour 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.

S.No	Event Description	Date
1.	Invitation of RFP	25 Aug 2021
2.	Last date for receiving queries	05 Sep 2021
3.	Pre-Bid meeting	06 Sep 2021
4.	Last late of Bid Submission(Bid due date)	15 Sep 2021
5.	Opening of Technical Bids	16 Sep 2021
6.	Letter of Award (LOA) [Within 30 days of Bid Due Date]	To be notified
7.	Validity of Bids	16 Mar 2022
8.	Signing of Tripartite Agreement	To be notified

SECTION-2 INSTRUCTION TO BIDDERS

A. General

2.1 General terms of Bidding

2.1.1 A Bidder shall submit only 1 (one) Bid. A Bidder shall not be entitled to submit another bid for the same Project.

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

2.1.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Tripartite 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 Tripartite Agreement.

2.1.4 The Bid shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per **Appendix IA** of the RFP. In the event of any difference between figures and words, the words shall be taken into account.

2.1.5 The Bidder should submit a Power of Attorney as per the format at Appendix- III, duly supported by a charter document authorizing the signatory of the Bid.

2.1.6 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.7 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English.

2.1.8 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become 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 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.9 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.12 Any entity which has been barred by the Government of Andhra Pradesh or

Government of India, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid.

2.1.13 In computing the Technical Capacity and Financial Capacity of the Bidder, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder. For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (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. It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a person is an Associate of the Bidder.

2.1.14 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms; and
- (c) In responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) A Bidder may either be a Proprietary firm/ Partnership firm/ Private limited Company incorporated under the Companies Act or a Society registered under Societies Registration Act, 1860, or a trust registered under the Indian Trusts Act, 1882 or Non-Governmental Organization/Charitable Organization registered under the applicable governing laws.

(b) A Bidder shall not have a 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 be entitled to forfeit and appropriate the equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage 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, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Tripartite Agreement or otherwise.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% of the subscribed and paid up equity share capital thereof. For the purpose of this Clause 2.2.1(b), indirect shareholding held through one or more intermediate person 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 shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause of such (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 % of the subscribed and paid up equity shareholding of such intermediary or
- (ii) A constituent of such Bidder is also a constituent of another Bidder; or
- (iii) Such Bidder, its Member or any Associate there of 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 any Associate thereof ; or
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) Such Bidder, or any Associate thereof, has a relationship with another Bidder; or any Associate thereof, directly or through common third party / parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (vi) such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. 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% 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.

(c) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Tripartite Agreement. In the event any such adviser is engaged by the Selected Bidder, as the case may be, after issue of the LOA or execution of the Tripartite Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Tripartite Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Performance Security which the Authority may have there under or otherwise, the LOA or the Tripartite Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders, encash its Security and further debar it from participation in any future procurement process for a minimum period of 1 year.

2.2.2 To be eligible for this RFP a Bidder shall fulfill the following conditions of eligibility

(a) Technical Capacity: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have to fulfill the following conditions. The Bidder shall be selected based on highest score on the parameters described below:

Sr No	Description	Parameter	Points	Max Points
1	Place of residence and registered office	For individual: Resident of AP For others: AP registration and office in any dist of AP	10 points	10
		For individual: Non Resident of AP	8 points	
2.	Experience in buying and selling medicines. Bidder to furnish Drug licence and certificate from statutory auditor stating the experience	More than 10 years experience	10 points	10
		Experience less than 10 years but more than 5 years	8 points	
		Experience less than 5 years but more than 3 years	5 points	
3.	Average annual turnover in the last 3 years preceding the Bid due date	More than INR 1 crore	10 points	10
		INR 50 lakhs – 1 crore	8 points	
		INR 25 lakhs – 50 lakhs	5 points	
4.	Commitment to open number of windows for dispensing of medicines in Jan Aushadhi Kendra	Five windows	10 points	10
		Four windows	8 points	
		Three windows	5 points	
5.	Experience of running Jan Aushadhi Kendras (JAK)	In Government Hospitals	10 points	10
		Outside Govt	5 points	
6.	Reputed NGO's/Charitable organisation	If the bidder is a reputed NGO/Charitable organization based in AP	5 Points	5
		If the bidder is a reputed NGO/Charitable organization based in rest of India	3 points	

i. In order to qualify a Bidder should score a minimum of 5 points in each of parameters 1,2, 3 & 4

ii. In case the Bidders obtain the same total score the Bidder scoring maximum marks on point number 2 will be selected.

- iii. In case the Bidders obtains same score on the evaluation parameter number 2 and total score, the Bidder scoring maximum on point number 4 will be selected;
- iv. In case the bidder obtains the same score on the evaluation parameter number 2 and 4 and total score, the bidder scoring maximum on point number 1 will be selected.
- v. In case the bidder obtains the same score on the evaluation parameter number 1, 2, 4 and total score, the bidder with highest average annual turnover will be selected.

(b) Financial Capacity : For demonstrating financial capacity, the Bidder shall fulfill the following minimum eligibility criteria:-

- i. The Bidder shall have positive Net Worth at the close of the preceding financial year; and
- ii. The Bidder shall have minimum average Annual Turnover specified in point no. 3 of Clause 2.2.2(a) in last 3 years preceding the Bid Due Date.

2.2.3 The Bidders shall enclose with its Technical Bid, to be submitting as per the format at Appendix-IA, complete with its Annexes, the following:

(a) The Bidder shall provide documentary evidence by way of Statutory Auditor'/Chartered Accountants certificate and / or client certificate and/or agreement copy and/or Letter of Award as the case may be in support of the Technical Capacity as specified in this Clause and as per the Appendix IA - Annex-II, Such documentary evidence shall be duly signed by the whole-time director (in case if the Bidder is a company)/ trustee/ chairperson/ president, as the case may be;

(b) Supporting documents proving experience in buying and selling of drugs; and

(c) Certificates from its statutory auditors/ CA specifying the net worth and annual turnover of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth and annual turnover conforms to the provisions of this Clause 2.2.3(iii).

For the purposes of this RFP, net worth means:

a) In case the Bidder is a company the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation

b) In case the Bidder is a trust or a society, Net Worth will mean the sum of available corpus and reserves and

c) In case the Bidder is any other entity - the aggregate value of the paid - up capital and reserves of such entity. After deducting the aggregate value of the intangible assets.

For the purposes of this RFP, annual turnover means:

(a) In case the Bidder is a company or any other entity except for a society or trust the gross amount of revenue recognized in the profit and loss account by a company during a financial year. It is clarified that it shall not include interest earned from financial

instruments.

(b) In case the Bidder is a society or a trust; the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from activities related to the organization's mission and income from fund raising activities, membership dues, and financial investments such as stock shares in companies.

(c) An Affidavit affirming that the Selected Bidder shall :

(i) Engage in Janaushadhi Kendra (JAK) only and Pharmacists will be registered with Andhra Pradesh Pharmacy Council.

(ii) The selected Bidder will ensure round the clock availability of the pharmacist at Janaushadhi Kendra. The name of such pharmacist should be duly incorporated / registered with office of drug control; and name of pharmacist should be reflected in the Drug License

(iii) The Selected Bidder will be solely responsible for the hiring and discharging of the employees along with the payment of wages.

(d) For Company/Trust and Society a copy of Certificate of incorporation (applicable to only company), charter documents/registration certificates under applicable law and certificates from its statutory auditors/ CA in support of its legal entity status and evidencing the fact that they have operational business in the individual district of AP/Telangana/other states. Individuals are required to provide proof of domicile.

(e) Copy of PAN, TAN and GST

(f) In case of sole proprietorship, the bidder may provide GST certificate/ or other indirect tax filed certificate for the last three years to establish the annual turnover.

2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. 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 Authority will not return any Bid, or any information provided along therewith.

2.4 Cost of Bidding

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 anyway liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities, access to site, handling and storage of

materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

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) 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 in accordance with the Bidding Documents and performance of all of its obligations there under;
- (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 Tripartite Agreement by the Selected Bidder;
- (f) acknowledged that it does not have a Conflict of Interest;
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof;

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

2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP 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 there under.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to the disqualification / rejection

occurs after the Bids have been opened and the highest scoring Bidder gets disqualified / rejected, then the Authority reserves the right to annual the Bidding Process and invites fresh Bids

2.6.3 In case it is found during the evaluation or at any time before signing of the Tripartite Agreement or after its execution and during the period of subsistence thereof, including the Project thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Tripartite Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Tripartite Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained herein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder , as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder . In such an event, the Authority shall be entitled to 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 under this RFP, the Bidding Documents, the Tripartite Agreement or otherwise.

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 Addenda 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. A Letter comprising the Technical Bid including Annexure I to V
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid

2.7.2 The draft Tripartite Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or e-mail. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein during the pre-bid meeting without identifying the source of queries.

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

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid Due Date, 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 Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be published online.

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

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and Bid Security, Document Fee in form of DD, and Power of Attorney etc. as specified in the RFP are received in hard copies. Incomplete and /or conditional Applications shall be liable to rejection.

2.10.2 The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. 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 Documents comprising Technical Bid

2.11.1 The Bidder shall submit the Technical Bid comprising of the following documents along with supporting documents as appropriate:

- (a) Appendix-IA(Letter comprising the Technical Bid) including Annexure I to IV and supporting certificates / documents;
- (b) Power of Attorney for signing the Bid as per the format at Appendix- III;
- (c) copy of Memorandum and Articles of Association, if the Bidder is a body corporate,
- (d) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years.

2.11.2 The documents listed at clause 2.11.1 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Technical Bid for Establishment of Janaushadhi Kendra in AIIMS Mangalagiri " and shall clearly indicate the name and address of the Bidder.

2.11.3 The envelope shall be addressed and submitted at the following address: Address: [AO (Procurement), Nursing college Building, AIIMS Mangalagiri, Dist: Guntur AP-522503]

2.11.4 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.5 Bids submitted by any unauthorized ways including fax, telex, telegram etc shall not be entertained and shall be summarily rejected.

2.12 Bid Due Date

Technical Bid comprising of the documents listed at clause 2.11.1 of the RFP shall be submitted in hard copy on or before 1500 hours IST on Bid Due Date at the address provided in Clause 2.11.4 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.11.4.

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.

2.14 Procedure for tendering

2.14.1 Submission of Bids:

The Bidder shall upload the technical documents in CPP Portal and also post 1 (one) copy of the Technical Bid and supporting documents (together with the documents required to be submitted pursuant to this RFP) and clearly marked as “Technical Bid for Establishment of Janaushadhi Kendra in AIIMS Mangalagiri (AP)” to the Address mentioned at Clause 2.11.3.

2.14.2 Modifications/ Substitution/ withdrawal of Bids

2.14.2.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

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

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

2.15 Rejection of Bids

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to 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.

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

2.16 Validity of Bids

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

2.17 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 process or is not concerned with the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 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.

SECTION-3

EVALUATION OF TECHNICAL BIDS

3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the Technical Bids received at 1500 hours IST on the date specified in Clause 1.3, at the place specified in Clause 2.11.3 and in the presence of the Bidders who choose to attend.

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

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

3.2 Tests of responsiveness

A Technical Bid shall be considered responsive only if:

- a. Technical Bid is received as per the format at Appendix-IA including Annexure I to IV;
- b. Technical Bid contain all the information as required (complete in all respects);
- c. Technical Bid does not contain any condition or qualification
- d. It is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical 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 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms who do not meet these criteria shall be rejected.

3.4 Details of Experience

The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA. The Bidder shall provide documentary evidence by way of Statutory Auditor' /Chartered Accountant's certificate and/or client certificate and/or agreement copy and/or Letter of Award as the case may be in support of the Technical Capacity as specified in this Clause. Such documentary evidence shall be duly signed by the whole time director (in case if the Bidder is a Company)/ trustee/chairperson/president, as the case may be.

3.5 Financial information for purposes of evaluation

3.5.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder for the last 3(three) financial years, preceding the year in which the Bid is made.

3.5.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same 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 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.

3.5.3 The Bidder must establish the minimum Net Worth and Annual Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-IA.

3.6 Selection of Bidder

3.6.1 Subject to the provisions of Clause 2.15, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and the Bidder scoring the highest technical score as per Clause 2.2.2 (a), shall be declared as the selected Bidder.

3.6.2 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance, the Authority may select next highest scoring Bidder.

3.6.3 After selection, a Letter of Award shall be issued, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA provide acknowledgement thereof.

3.6.4 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the Tripartite Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Tripartite Agreement.

3.7 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, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.8 Correspondence with Bidder

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

3.9 Any information contained in the Bid shall not in any way be construed as binding on the

Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.10 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Tripartite Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Tripartite Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Tripartite Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, 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 be entitled to 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 under the Bidding Documents and/ or the Tripartite Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Tripartite Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Tripartite Agreement, such Bidder, at the sole and absolute discretion of the Authority, 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 Contractor, 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 Section 4, the following terms shall have the meaning hereinafter respectively assigned to them

(a). **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Tripartite Agreement or

arising there from, 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); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Tripartite Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Tripartite Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

(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 arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

i.

SECTION-5

5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as mentioned in clause 1.3 of this RFP. The pre-bid Tender meeting will be held on 06/09/2021 03:00PM by Virtual (ZOOM) meeting. Joining link for Pre – Bid meeting will be made available on www.aiimsmanagalagiri.edu.in website under tender’s section. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6

6. MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at AP shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process including any terms and conditions specified in this RFP.

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; and/ 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

[On the letter head of the Bidder/ Lead Bidder]

APPENDIX IA

LETTER COMPRISING THE TECHNICAL BID

(Refer Clause 2.1.4, 2.11 and 3.2)

To,

{.....Name of Authority}

Sub: Technical Bid for Establishment of Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) in All India Institute of Medical Sciences (AIIMS) Mangalagiri, AP.

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the agency for the aforesaid Project, and we certify that all information provided in the Bid and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a agency for the establishment of the aforesaid Project.
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, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/or our/ their Associates have neither blacklisted by Government of Andhra Pradesh or Government of India or any of its associates.
7. I/ We declare that:
 - (a) I/We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority. All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.
 - (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document; and
 - (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 document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, 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 document, 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 Project, without incurring any liability to the Bidders, in accordance with Clause 2.16.2 of the RFP document.
9. I/ We believe that we/ satisfy(ies) the Net Worth/turnover criteria and meet(s) all the requirements as specified in the RFP document.
10. The Directors / President / Chairperson / Trustee of our _____ *(Please mention the exact nature of the entity such as Company / Society / Trust / Sole Proprietorship)* M/s _____ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
11. 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.
12. 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 provisions of this RFP, we shall intimate the Authority of the same immediately.
13. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney or Signing of Bid is also enclosed.
14. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection 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 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 Tripartite Agreement it would, notwithstanding anything to the contrary contained in the Tripartite Agreement, be deemed a breach thereof, and the Tripartite

Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

15. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or be a society or trust incorporated under the applicable laws of its relevant Jurisdiction of origin.
16. I/We hereby irrevocably waive any right or remedy 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 above mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Tripartite 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.
18. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Tripartite Agreement, 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 or relating to the Bidding Process including the award of Tripartite.
22. I/We offer a Bid Security of _____ for “establishment of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJK)” to the Authority in accordance with the RFP Document. The Bid Security in the form of a Bank Guarantee is attached.
23. The documents accompanying the Technical Bid, as specified in Clause 2.11.1 of the RFP, have been submitted.
24. 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 is not awarded to me/us or our Bid is not opened or rejected.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
27. I/ We hereby submit our Bid as indicated in Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Tripartite Agreement

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

document.

Date: **Yours faithfully,**
(Signature, Name and designation of the Authorised
signatory)

Place: **(Name and seal of Bidder)**

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Details of Bidder

1. (a) Name:
(b) Country/State of incorporation:
(c) Address of the corporate headquarters and its branch office(s)/ registered office
(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company/Trust/Society including details of its main lines of business and proposed role and responsibilities in this Project:

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:

4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) E-Mail
 - (f) Address:

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ Andhra Pradesh Government, 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 paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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

Appendix IA

Annex-II

Technical Capacity of the Bidder
(Refer to Clauses 2.2.2(A) and 3.5 of the RFP)

Summary of Experience

S.No.	Name and location of Pharm aceutical Drug store	Years since operational	Legal Entity Claiming Experience	Associate Relationship of the Legal Entity who is claiming relationship with Bidder	Years since start of operations	Remarks

\$Client certificate and/or statutory auditor’s certificate and/or Chartered Accountant’s certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder (corresponding to the Clause 2.2.2 (a)) to be attached. Bidder should also provide Drug License certificate.

[Certificate from statutory auditor/ CA] ANNEX-III**Financial Capacity of the Bidder***(Refer to Clauses 2.2.2(B), 2.2.3 (iii) and 3.6 of the RFP) (In INR._____)*

Bidder type	Annual Turnover			Net Worth ⁴		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Single entity Bidder						
TOTAL						

Signature of Chartered Accountant / Statutory Auditor:

Name of the Chartered Accountant / Statutory Auditor:

Membership No.:

Name of the Company:

Instructions:

1. The Bidder shall attach copies of the balance sheets and financial statements for 3(three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder 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. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.1.21.
3. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specify the methodology adopted for calculating such net worth in accordance with clause 2.2.3 (iii) of the RFP document.
4. The Bidder should provide details of its own Financial Capability or of an Associate specified

ANNEX-IV
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
[Details of Authority to be filled] Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

APPENDIX – II

Bank Guarantee for Performance Security

B.G. No. Dated:

1. In consideration of you, -.....{Name and address of the authority}, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 1956/2013 or a society registered under Society Registration Act, 1860 or a registered trust under Indian Trusts Act, 1882 or a sole proprietorship) and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the establishment of . Pradhan MantriBhartiya Jan Aushadhi Kendra (PMBJK) at _in [XX - Insert Location . Pradhan MantriBhartiya Jan Aushadhi Kendra (PMBJK)], AIIMS Mangalagiri (hereinafter referred to as “the Project”) pursuant to the RFP Document dated [XX] issued in respect of the Project and other related documents including without limitation the draft Tripartite Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at Andhra Pradesh (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of (Insert relevant amount) (hereinafter referred to as the “Performance Security”) encashable at any of our branches including our____ branch at Andhra Pradesh our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR [***] (Rupees IN Lakhs).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the end of Contract Date or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable

against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR[XX] Lakhs (Rupees in figures). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof.

Signed and Delivered byBank
By the hand of Mr./Ms, its

and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.8)

(To be executed on Stamp paper of appropriate value)

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 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 establishment of . Pradhan MantriBhartiya Jan Aushadhi Kendra (PMBJK) in AIIMS Mangalagiri (AP) (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' 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 Tripartite 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 said Project and/or upon award thereof to us and/or till the entering into of the Tripartite Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, name, designation and address of person authorized by Board Resolution
in case of Firms/Company)/Partner in case of
Partnership Firms

Witness :

1.

2.

Notarized

Notarized

Person identified by me / personally appeared before me / signed before
me/Attested/Authenticated

(*Notary to specify as applicable) (Signature, Name and Address of the Notary)

Seal of the Notary Registration Number of the Notary

Date_____

Accepted

(Signature, name, designation 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.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders 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.