

**DEPARTMENT OF HEALTH & FAMILY WELFARE
GOVERNMENT OF ANDHRA PRADESH**



**DEVELOPMENT OF MEDICAL COLLEGE (150 UG & 24 PG
SEATS) AND 625 BEDDED HOSPITAL ON PUBLIC
PRIVATE PARTNERSHIP (DBFOT) MODE AT
MARKAPUR, ANDHRA PRADESH**

REQUEST FOR PROPOSAL (RFP)

BID DOCUMENT

Volume-I: Instruction to Bidders

**Tender Notice no.:
5-2/APMSIDC/Technical/2025-26**

**Andhra Pradesh Medical Services & Infrastructure
Development Corporation**

LETTER OF INVITATION

To,

All Potential Bidders

Sub: Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh

Dear Ma'am/ Sir,

The Department of Health & Family Welfare, Government of Andhra Pradesh, through VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited, (“APMERC”) (“**Authority**”) has resolved to enhance the affordable healthcare and medical education services within Andhra Pradesh. The Authority, in order to achieve the aforementioned objective of developing quality affordable healthcare facilities in Andhra Pradesh, proposes, development of 150 UG seats and 24 PG seats Medical College and 625 bedded Hospital at Markapur on Design, Build, Finance, Operate, Maintain and Transfer (“**DBFOT**”) on Public Private Partnership model (as specified in the Bidding Documents), (“**Project**”) in accordance with the terms and conditions contained in the Bidding Documents. Andhra Pradesh Medical Services & Infrastructure Development Corporation Limited (APMSIDC) hereby invites the tenders on behalf of Authority

S. No.		Details
1	Authority	Andhra Pradesh Medical Education and Research Corporation Limited (APMERC)
2	Department & Address for Communication	Regd. Office: Gmund Floor, Plot No.9, Survey No.49 IT Park Mangalagiri, Guntur District- 522503 (Andhra Pradesh, India)
3	Tender Notice No.	5-2/APMSIDC/Technical/2025-26, dated 16-09-2025.
4	Name of Work	Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh
5	Concession Period	66 Years
6	Bid Security Amount	Rs 4,40,00,000/- (Rupees four crore and forty lakhs only)
7	Cost of RFP (Tender Document)	Rs. 50,000/- (Rupees Fifty Thousand Only)
8	Contact Person	Chief Engineer, APMSIDC
9	e-mail id	ce.aphmhidc@gmail.com
10	Contact Telephone Nos.	+91 8978680727
11	Tender Technical Support	+ 91 9908298420

The Authority invites Bid from interested bidder to submit their Bid for Project pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, including the draft Concession Agreement, as modified, altered, amended and clarified from time to time by the Authority.

Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

The complete BID document can be viewed / downloaded from e-procurement portal of APMSIDC Andhra Pradesh <https://tender.apecurement.gov.in>, or from <http://apmsidc.ap.nic.in> from 17.09.2025 to 24.10.2025 (up to 1100 Hrs. IST). . Bid must be submitted online only at <https://tender.apecurement.gov.in> during the validity of registration with the e-Tendering Portal on or before 24.10.2025 (upto 1700 hours IST). Technical submissions of the Bids received online shall be opened on 24.10.2025 (at 1730 hours IST).

Bid submitted through any other mode shall not be entertained. However, Bid Security, Power of Attorney for signing of Bid, Power of Attorney for lead member of Consortium, if any, Joint Bidding Agreement for Consortium, if any, Integrity Pact, and experience certificates apostille at foreign origin, if any, shall be submitted physically in original by the Selected Bidder before issuance of Letter of Award (LOA) by the Authority.

Capitalized terms used in this letter but not defined herein, shall have the meaning ascribed to such terms in the RFP.

Yours faithfully,

--sd--

For

**VC & MD, APMSIDC
Government of Andhra Pradesh.**

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GLOSSARY AND DEFINITIONS

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein above. Unless the context otherwise requires, expressions not defined in this RFP, but defined in the Concession Agreement to be executed between the Authority and the Concessionaire shall have the meaning assigned thereto in the Concession Agreement. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

“Accredited Beds”	shall mean those beds which: (i) are accredited by NABH / National Medical Commission / JCI / Australian Council on Healthcare Standards / Accreditation Canada International / Council for Health Service Accreditation of Southern Africa / CHKS Healthcare Accreditation Quality Unit United Kingdom / Japan Council for Quality in Health; or (ii) meet the standards prescribed under NQAS; (iii) are provided entry level certification by NABH.
“Addendum” or “Addenda”	means an addendum or addenda to the RFP.
“Applicable Laws”	has the meaning ascribed to it in the Concession Agreement.
“Associate(s)”	means, in relation to a Bidder or a Consortium Member, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder or Consortium Member.
“Authority”	means the Department of Health & Family Welfare, Government of Andhra Pradesh, through VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited (APMERC)
“Authorized Signatory”	has the meaning ascribed to it in Clause 4.2.3.
“Bid Due Date”	has the meaning ascribed to it in Clause 1.1.6.
“Bid Security”	has the meaning ascribed to it in Clause 4.11.1.
“Bid Start Date”	has the meaning ascribed to it in Clause 1.1.6.
“Bid Variable”	has the meaning ascribed to it in Clause 2.2.6.

“Bid”	has the meaning ascribed to it in Clause 2.2.2
“Bidder(s)”	means a Person or a Consortium who intends to submit a Bid(s) in accordance with the RFP.
“Bidding Documents”	has the meaning ascribed to it in Clause 1.1.6.
“Bidding Process”	has the meaning ascribed to it in Clause 2.2.1.
“Companies Act”	means, as applicable, the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013 as amended from time to time.
“Concession Agreement”	has the meaning ascribed to it in clause 1.1.4.
“Concession”	has the meaning ascribed to it in clause 1.1.5.
“Concessionaire”	has the meaning ascribed to it in Clause 1.1.4.
“Conflict of Interest”	has the meaning ascribed to it in Clause 2.6.1.
“Consortium”	means any combination of Persons that have formed a consortium or association by fulfilling the requirements set out in this RFP for the purposes of submitting a Bid and for implementing the Project(s), if such consortium or association is declared as the Selected Bidder.

“Control” or “Controlled”	<p>means with respect to any:</p> <p>(i) company:</p> <p>(a) the ownership, directly or indirectly, of more than 50% (fifty percent) of shares or other ownership interest of such person; or</p> <p>(b) as defined under (Indian) Companies Act, 2013.</p> <p>(ii) Person which is not a company:</p> <p>(a) the ownership, directly or indirectly, of more than 50% (fifty percent) of ownership interest of such Person; or</p> <p>(b) the power to direct the management and policies of such Person, whether by operation of law or by contract or otherwise.</p>
“Damages”	has the meaning ascribed to it in Clause 2.6.1
“DBFOT”	has the meaning ascribed to it in Clause 1.1.1.
“Financial Bid”	has the meaning ascribed to it in Clause 2.2.2 and 2.2.3
“GoAP”	means Government of Andhra Pradesh.
“Government Instrumentality”	has the meaning ascribed to it under the Concession Agreement.
“Highest Bidder”	has the meaning ascribed to it in Clause 2.2.6.
“Joint Bidding Agreement”	has the meaning ascribed to it in Clause 2.7.2(e)
“Lead Financial Member”	has the meaning ascribed to it in Clause 4 (a)
“Lead Technical Member”	has the meaning ascribed to it in Clause 4 (b)

“Licensed Bed(s)”	means the number of beds installed, operated and managed in a healthcare facility including beds in wards, intensive care units, emergency, day care etc. within such healthcare facility as permitted under the license or registration issued under the Clinical Establishments (Registration and Regulation) Act, 2010 or any other relevant law (similar to Clinical Establishments (Registration and Regulation) Act, 2010) as applicable to the state (in India)/country in which such healthcare facility is situated.
“LOA”	has the meaning ascribed to it in Clause 5.4.7.
“Member”	means a member of a Consortium.
“Minimum Eligibility Criteria”	has the meaning ascribed to it in Clause 2.7.
“NABH”	means the National Accreditation Board for Hospitals and Healthcare Providers and includes its successor entity.
“Net Worth”	<p>means:</p> <p>(a) in case the Bidder is a company, Net Worth will mean 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 financial statements, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and</p> <p>(b) in case the Bidder is a trust or a society, Net Worth will mean the sum of available corpus and reserves.</p>
“NQAS”	shall mean National Quality Assurance Standards for Public Health Care Facilities.
“Official Site Visit”	has the meaning ascribed to it in Clause 2.8.1.
“Phase I Projects”	means the Project Hospitals for which Bids are being invited presently by the Authority under phase I, as specified in the table under Clause 1.1.1.

“PPP”	has the meaning ascribed to in Clause 1.1.1.
“Pre-Bid Conference”	has the meaning ascribed to in Clause 3.1.
“Premium”	has the meaning ascribed to it in Clause 2.2.3
“Project Consultant(s)”	means whether individually or collectively, the consultants onboarded by the Authority for development of the Project.
“Project Hospital”	means an individual hospital which is to be developed, operated, maintained and transferred at the end of Concession Period as part of this Project.
“Project”	has the meaning ascribed to it in Clause 1.1.1.
“Re. or Rs. or INR”	means Indian Rupee(s), the lawful currency of India.
“RFP Fee”	has the meaning ascribed to it in Clause 2.1.1.
“Request for Proposal” or “RFP”	means this request for proposal along with its appendices and includes any addendum or clarification issued by the Authority in accordance the terms hereof.
“Scheduled Bank”	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
“Selected Bidder”	has the meaning ascribed to it in Clause 1.1.4.
“Site”	has the meaning ascribed to it in Clause 1.1.2.
“SPV”	has the meaning ascribed to it in Clause 1.1.4.
“Technical Bid”	has the meaning ascribed to it in Clause 2.2.2.
“Technical Capacity”	has the meaning ascribed to it in Clause 2.7

“Tie-Bidders”	has the meaning ascribed to it in Clause 5.4.5.
“Turnover”	<p>means, with respect to any Person:</p> <ul style="list-style-type: none">(a) in case the Person is a company or a partnership: the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year; and(b) in case the Person 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 fundraising activities, membership dues, and financial investments such as stock shares in companies.

DISCLAIMER

1. The information contained in the Bidding Documents provided to Bidders, whether verbally or in writing or in any other form, by or on behalf of the Authority, is provided to Bidders on the terms and conditions set out in this RFP.
2. This RFP is not an agreement and is neither an offer by the Authority to Bidders or any other Person. The purpose of the Bidding Documents is to provide Bidders with information that may be useful to them in the preparation and submission of their Bids. The Bidding Documents include statements which reflect various assumptions and assessments arrived at by the Authority for the Projects. Such assumptions, assessments and statements do not purport to contain all the information that Bidders may require. The information contained in the Bidding Documents may not be appropriate for all Persons and it is not possible for the Authority, its employees, its consultants or advisors to consider the investment objectives, financial situation and particular needs of each party who reads the Bidding Documents. 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 the Bidding Documents and obtain independent advice from appropriate sources.
3. Information provided in the Bidding Documents to Bidders 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 in the Bidding Documents.
4. The Authority, its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort, or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and any assessment, assumption, statement or information contained in the Bidding Documents or deemed to form part of the Bidding Documents or arising from it in any way.
5. 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 content of the Bidding Documents.
6. The Authority may, in its absolute discretion, update, amend or supplement the information, assessment or assumptions contained in the Bidding Documents.
7. The issue of the Bidding Documents does not imply that the Authority is bound to award the Projects to any Bidder and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. Bidders will bear all their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and 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 their Bids. All such costs and expenses will be borne by Bidders and the Authority will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 The Government of Andhra Pradesh is committed to improving and enhancing the healthcare services and its accessibility in the state of Andhra Pradesh. In view of the marked shortage of healthcare services, especially for the economically weaker sections of the population and especially in the interior districts of Andhra Pradesh, the Department of Health & Family Welfare, Government of Andhra Pradesh, through VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited (APMERC) (“**Authority**”) has resolved to enhance the affordable healthcare services and medical education within Andhra Pradesh. The Authority, in order to achieve the aforementioned objective of developing quality affordable healthcare and medical education facilities in Andhra Pradesh, proposes through public private partnership (“**PPP**”) mode, development of a hospital at below location, on Design, build, finance, operate and transfer (“**DBFOT**”) basis in accordance with the terms and conditions contained in the Bidding Documents. The Authority keeping in view the minimum development obligations (625 bedded hospital with 150 seats medical college with 24 PG seats) has allocated the land limited to the minimum development obligation works wherein present construction for 625 bedded hospital, 150 UG seats and 24 PG seats medical college along with hostels for students, faculty & staff accommodation with other necessary, allied and associated infrastructure are to be developed (the “**Project**”). Andhra Pradesh Medical Services & Infrastructure Development Corporation Limited (APMSIDC) hereby invites the tenders on behalf of Authority for:

S No	Location of the Site	District	Minimum Number of Beds	Minimum Number of UG Seats	Minimum Number of PG Seats	Estimated Project Cost (Cr)
1.	Markapur	Prakasam	625	150	24	Rs. 440.28

- 1.1.2 The details of the site (“**Site**”), its location, basic infrastructure facilities and other features, including the measurement of land etc. is provided in the draft Concession Agreement. The Concessionaire scope is restricted to development of Medical College and Hospital with ancillary facilities only. No non- clinical and commercial development is permitted.
- 1.1.3 The Authority has, therefore, decided to carry out a transparent and open competitive bidding process for selection of a Bidder to whom the Projects may be awarded as per the terms and conditions in this RFP.
- 1.1.4 The Bidders, who are selected pursuant to the bidding process and terms and conditions of this RFP for awarding the Project (“**Selected Bidder**”), shall be required to incorporate a special purpose vehicle under the Section 8 of (Indian) Companies Act, 2013 or a Charitable Trust under the appropriate Act of India or a Society under the relevant laws (the “**SPV**” or “**Concessionaire**”) for Project which is awarded to such Selected Bidder. The SPVs formed by the Selected Bidder shall be responsible for the Project under and in accordance with the provisions of the concession agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto and such SPV shall be responsible to undertake

their obligations under the respective Concession Agreement.

- 1.1.5 The draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the exclusive rights to construct, equip, finance, operate and maintain the Project for a period of 66 years from the “**Effective Date**”, (the date of fulfilment of Conditions Precedent set forth in the Concession Period) (the “**Concession**”).
- 1.1.6 Presently, Bids are being invited for Project at Markapur, in accordance with the terms of this RFP. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, including the draft Concession Agreement, as modified, altered, amended and clarified from time to time before the Bid Due Date, by the Authority along with the Schedules thereof, (collectively the “**Bidding Documents**”). All Bids for the Project shall be prepared and submitted in accordance with this RFP on or after the date specified in **Clause 2.3** for commencement of the submission of Bids (“**Bid Start Date**”) but in any case on or before the latest time and the date specified in Clause 2.3 for submission of Bids (the “**Bid Due Date**”).
- 1.1.7 The statements and explanations contained in the RFP and the Bidding Documents are intended to provide an understanding to Bidders about the Project and the Bidding Process and, should not be construed or interpreted as limiting in any way or manner, (a) the scope of work and obligations of the Concessionaire as are set out in the draft Concession Agreement, (b) the Authority’s rights to amend, alter, change, supplement or clarify, (i) the scope of work of the Concessionaire, (ii) the RFP or its terms, and (iii) the terms of the draft Concession Agreement and any other Bidding Document. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including the RFP, are to be noted, interpreted and applied appropriately to give effect to this intent and, no claims on that account will be entertained by the Authority.
- 1.1.8 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect over the terms of the RFP in case of a conflict between the two, provided, however, that any conditions or obligations imposed on a Bidder hereunder will continue to have effect in addition to its obligations under the Concession Agreement.

2. INSTRUCTIONS TO BIDDERS

2.1 RFP Fee

- 2.1.1 The Bidding Documents for the Project shall be available for download on the official website of the Authority www.apecurement.gov.in against a non-refundable payment of Rs. 50,000/- (Rupees Fifty Thousand only), “**RFP Fee**”.

2.2 Description of the Bidding Process

- 2.2.1 This RFP encompasses the development and operation of Project on DBFOT basis in accordance with the terms and conditions contained in the Bidding Documents. The bidding process for Project shall be conducted in a single stage process for selection of the Selected Bidder in accordance with this RFP (referred to as a “**Bidding Process**”). As specified in **Clause 1.1.6**, presently the Bidders are invited to submit their Bids only for the Project comprising of the following Hospital and Medical

College:

Sl. No	Project Hospital Location	District	Project (Minimum Development Obligation)
1.	Markapur	Prakasam	625 bed hospital & 150 UG Seats, 24 PG seat medical college

- 2.2.2 Bidders (whether Individual or Consortium) who fulfill the Minimum Eligibility Criteria, are being called upon to submit their details as per the format specified in **Appendix-I** along with the documents mentioned in **Clause 4.3.2 (“Technical Bid”)**, and financial proposal as per the format specified in **Annexure A of Appendix-II (“Financial Bid”)** (Technical Bid and Financial Bid shall be collectively referred to as “**Bid**”) in accordance with the terms specified in the Bidding Documents.
- 2.2.3 The Financial Bids for the Project are invited on the basis premium to be paid by the Bidders (“**Premium**”) in the form of Annual Concession Fee which is payable from Commercial Operations Date of Medical College (COD Phase 1) and shall be increased @ 5% every year, (as specified in the Financial Bid in the prescribed format), in accordance with the terms and conditions of the Bidding Documents. A Capital Grant in form of the already constructed area will be handed over to the Concessionaire on “**AS IS WHERE IS BASIS**” for the development of the Project and shall considered as a Grant from the State Government of Andhra Pradesh.
- 2.2.4 It is clarified that the aforementioned Grant is only for the purpose of development of the Project as set out in the Concession Agreement. The Concessionaire while submitting its Financial Bid as per **Clause 2.2.3**, will quote an absolute value in INR for Premium only as per **Annexure B of Appendix-II**.
- 2.2.5 For the purposes of Financial Bid, the Bidders shall quote the amount of Premium (as a positive value in INR) in the format for Financial Bid. For the avoidance of any doubt, the Bidders shall be free to offer to the Authority a Premium as set out in the format for Financial Bid prescribed in **Annexure B of Appendix-II**. The Financial Bids of Qualified Bidders will be assessed on the basis of the Highest Premium offered and the bidder who has offered the Highest Premium (in form of Annual Concession Fee, which shall be escalated @5% every year from the start of the Commercial Operations Date – Phase 1 till the end of the Concession Period) shall be declared as the “**Selected Bidder / Highest Bidder**”.
- 2.2.6 Project shall be awarded to the Highest Bidder. In this RFP, the term “**Highest Bidder**” for Project shall mean the Qualified Bidder for the concerned Project who has quoted the highest Premium in the form of Annual Concession Fee. Generally, the Highest Bidder shall be the Selected Bidder for Project. The remaining Qualified Bidders for the concerned Project shall be kept in reserve and may be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. If in the second round of bidding, only one Qualified Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Qualified Bidders match the said Highest Bidder in the second round of bidding, then the Qualified Bidder whose Bid was higher as compared to other Qualified Bidder(s) in the first round of bidding shall be the Selected Bidder. In the event that no Qualified Bidder offers to match the Highest Bidder, the Authority may, in its sole discretion, (a) invite fresh Financial Bids from the remaining Qualified Bidders for the concerned Project, (b) annul the Bidding Process for the concerned Project, or (c) take any other step in accordance with Applicable Law.

- 2.2.7 The evaluation of the Bids for Project, as detailed in Clause 5, shall be carried out in 2 (two) stages:
- (a) the first sub-stage will involve evaluating the Technical Bids submitted by the Bidders. Only those Bidders who meet the Minimum Eligibility Criteria will be qualified for the next stage; and
 - (b) in the second and the final stage, the Financial Bids of the Qualified Bidders will be evaluated and compared to determine the Selected Bidder for each Project.
- 2.2.8 The Premium quoted (in the Financial Bid) by the Selected Bidder for Project respectively, will be payable for the Project, as per the terms and conditions of the Concession Agreement.
- 2.2.9 It is hereby clarified that the issuance of this RFP does not constitute an invitation to bid from the date hereof. Bids are invited for Project from the Bid Start Date set out in **Clause 2.3**, as may be extended by the Authority from time to time in accordance with the provisions of this RFP.

2.3 Schedule of the Bidding Process for Project.

The Schedule of the bid process is as follows, the Authority may anytime, in its sole discretion, revise or extend any of the timelines

Event Description	Date
Issuance of RFP and Bid Documents	17/09/2025, Time: 1100 Hrs
Pre-Bid Conference	03/10/2025, Time: 1100 Hrs
Last date for receiving queries from Bidders	04/10/2025, Time: 1700 Hrs
Authority response to queries latest by	10/10/2025
Bid Due Date	24/10/2025, Time: 1700 Hrs
Opening of Technical Bids	24/10/2025, Time: 1730 Hrs
Announcement of Qualified Bidders	To be notified later
Opening of Financial Bids	To be notified later
Letter of Award (LOA)	Within 90 days of Bid Due Date
Validity of Bids	180 days from Bid Due Date
Signing of Concession Agreement	Within 45 days of award of LOA

2.4 General Terms

- 2.4.1 All communications in relation to or concerning the Bidding Documents and the Bid, whether by any Bidder or the Authority, shall be in English language.
- 2.4.2 The Bidding Documents are non-transferable. The Bidding Documents including this RFP and all attached documents, are and will remain the property of the Authority, and are transmitted to the Bidders solely for the purpose of preparation and submission of their Bid(s) for the Project respectively, in accordance with the terms hereof. The Bidders are to treat all information provided in the Bidding Documents as strictly

confidential and, any Bidder shall not use it for any purpose other than for preparation and submission of its Bid(s) for the Project. The provisions of this **Clause 2.4.2** shall apply, *mutatis mutandis*, to Bids and all other documents submitted by the Bidders, and the Authority shall not be liable to return any Bid or any document or information provided by the Bidders.

- 2.4.3 The award of any Project to the concerned Selected Bidder by the Authority pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.5 Eligibility of Bidders

- 2.5.1 To determine the eligibility of Bidders for qualification under this RFP, the provisions of **Clause 2.7** along with any other relevant provisions under this RFP shall apply. A Consortium shall be eligible to participate in the Bidding Process, subject to the fulfillment of additional requirements as set out in **Clause 2.7.2** below.

2.6 Conflict of Interest

- 2.6.1 A Bidder shall not have a conflict of interest that affects the Bidding Process of any Project ("**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest will be disqualified from the Bidding Process. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security, Construction Performance Security or Deemed 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 (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. A Bidder or any Member of such Bidder (in case the Bidder is a Consortium), shall be deemed to have a Conflict of Interest, if, with respect to the Bidding Process of a Project:

- (a) the Bidder, its Member or Associate (or any constituent thereof) Controls, are Controlled by or is under common Control with any other Bidders (or their Associates) or their Members (or their Associates); provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 20% (twenty per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 20%(twenty percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in subsection (72) of section 2 of the Companies Act, 2013. For the purposes of this **Clause 2.6.1.(a)**, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject

Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or have received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any other Bidders (or their Associates) or their Members (or their Associates) or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal, technical, or financial consultant as another Bidder or its Member for the purposes of submission of Bid for the same Project; or
- (e) such Bidder, or any Associate thereof has a relationship with one-another, directly or through common third parties, that puts it in a position to have access to information that may have an influence on the Bid of another Bidder, or influence the decisions of the Authority regarding the Bidding Process; or
- (f) a Bidder or its Member submits more than 1 (one) Bid in this Bidding Process for the same Project, either individually or as a Member of another Bidder; or
- (g) a Member of such Bidder is also a Member of another Bidder with respect to any of the Project(s); or
- (h) a Bidder or any of its Associates participated as a consultant in the preparation of the structure, design or technical specifications of the Project or, the Bidding Documents for the Project.

2.6.2 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 Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession 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 Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession 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 or Concessionaire 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 at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this

Clause 2.6.2, shall include each Member of such Consortium.

2.6.3 A Bidder shall be prohibited from participating in the Bidding Process if:

- (a) as a matter of law or official regulation, the Government of India prohibits commercial relations with the country of the Bidder or any of its Members; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any import of goods or contracting of works or services from the Bidder's country or any payments to Persons or entities of that country.

2.6.4 If a Person has, or its Associates have, been barred or blacklisted, by any government or Government Instrumentality in India or in any other jurisdiction to which such Person or its Associates belong or they conduct their business, from participating in any PPP project and the bar subsists on the Bid Due Date, such Person will not be eligible to submit a Bid, either individually or as a Member.

2.6.5 A Bidder or its Associates (and in case of a Consortium, the Members and their Associates) shall be disqualified from the Bidding Process, if any of them in the 3 (three) years preceding the Bid Due Date:

- (a) has failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate
- (b) had been expelled from any project or contract by any government or Government Instrumentality; or
- (c) had any contract terminated by any government or Government Instrumentality for breach by such Bidder, Member or their Associates, as the case may be.
- (d) had any letter of award cancelled by the GoAP for breach by such Bidder, Member or their Associates, as the case may be, in relation to any prior bidding process conducted by the GoAP for setting up of affordable healthcare facilities in the state of Andhra Pradesh.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.6.5. is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.6.6 If a Bidder is under a declaration of ineligibility by the Authority in accordance with **Clauses 2.6.1, 2.6.2, 2.6.3, 2.6.4, or 2.6.5** above, at the Bid Due Date or subsequently, such Bidder will be disqualified. *Provided that*, if a Bidder is liable for disqualification arising on account of any cause or event specified in **Clause 2.6.5** above, such Bidder

may make a representation to the Authority for seeking a waiver from such disqualification, and the Authority may, in its sole discretion, grant such waiver if the Authority is satisfied that such waiver is not in any manner likely to cause a material adverse impact on the implementation of the concerned Project(s).

- 2.6.7 Bidders will provide such evidence of their continued eligibility as the Authority may request, from time to time, during the Bidding Process.

2.7 Minimum Eligibility Criteria

- 2.7.1 To be considered as technically qualified for submitting a Bid for a Project, a Bidder must fulfill the applicable conditions of eligibility, the Technical Capacity and the Financial Capacity set out below (the “**Minimum Eligibility Criteria**”). For the purposes of satisfying the Minimum Eligibility Criteria under this RFP, a Bidder (or a Member of a Consortium) may rely on the experience (as required under conditions of eligibility), Technical Capacity and/or Financial Capacity of its Associates who are eligible in accordance with the terms and conditions contained in this RFP, and in such an event the Bidder (or a Member of a Consortium) shall submit a certificate issued substantially in the format prescribed in **Annexure B of Appendix-I**, evidencing that such entity is an Associate of the Bidder (or the Member). Further, in case of a Consortium, Minimum Eligibility Criteria shall be satisfied as follows:

A. Technical Eligibility Criteria:

The Bidder (in case of Sole Bidder) may be a Person, a Sole Proprietorship firm, a partnership firm, a company registered under Companies Act 1956 or 2013, a LLP, a Society registered under the Societies Registration Act 1860 or any other Indian law for registration of societies/ a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of trust, a company registered under Section 8 of Companies Act, or a group of such entities coming together in a Consortium (Not more than 2 members).

- (i) The bidder should have, during the past 10 years, Developed and / Or Operated in India:

**At least one Hospital of 420 beds capacity
OR
At least two Hospital(s) of 220 beds capacity Each
AND**

In addition to above, the Bidder shall have an operational medical college of 100 medical seats operational in India. *It is mentioned that the Hospitals and Medical college should be operational for at least 5 years within the mentioned period of past 10 years.*

B. Financial Eligibility Criteria:

The Bidder shall have a Net worth of Rs 132.00 Crore as on 31st March 2024 and the same shall be certified by a Statutory Auditor / Chartered Accountant.

AND

The Bidder shall have a turnover of Rs. 176.00 Crore in each of the past three financial years ending on 31st March 2024 and the same shall be certified by a Statutory Auditor / CA.

AND

The Bidder's Net Cash Accruals for the 5 (five) preceding financial years must be positive.

In case of Consortium, the Consortium on a whole shall fulfil criteria mentioned at "A" and "B" above.

C. High Net Worth Criteria:

In case the bidder does not have the Technical Criteria mentioned in Clause 2.7.1 A above, but has a Net Worth equivalent to 60% of Estimated Project Cost (EPC) or above as on 31st March 2024, the bidder shall be exempted from the Technical Criteria above. However, under this clause, the Net worth shall have to be fulfilled by Sole Bidder. Consortium as a whole cannot seek eligibility under this criterion.

Further, Such Bidder shall have to submit its plan to the Authority to ensure that the Project is implemented to meet its objectives and performance as per terms and conditions of the Concession Agreement and conforming to the standards and specifications stipulated therein. For avoidance of doubt, it is clarified that submission of such plan to the Authority for sourcing the requisite technical competency towards execution of the Project shall not relieve the Selected Bidder / Concessionaire from any obligation as per the Bidding Documents / Concession Agreement and they shall solely be responsible for fulfilment and performance of the contract as per terms and conditions stipulated therein.

Furthermore, the Bidder shall engage, within 6 (six) months of the Effective Date, an experienced technical and O&M contractor and / or hire qualified and trained personnel for construction, operation and maintenance of the Project in conformity with the provisions of the Concession Agreement.

2.7.2 For the avoidance of doubt, all the other criteria comprising the Minimum Eligibility Criteria (i.e. other than those specified in Clause 2.7.1(C)) can be satisfied cumulatively by the Members. In the event that a Bidder is a Consortium, it shall comply with the following requirements:

- (a) the number of Members shall not exceed 2 (two);
- (b) subject to the provisions of sub-clause (a) above, the Bid should contain the information required for each Member;
- (c) In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of Minimum Eligibility Criteria; provided that each such Member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; and (ii)

5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

- (d) the Lead Financial Member, the Lead Technical Member whose experience will be counted towards satisfying the Minimum Eligibility Criteria (each an “**Evaluated Member**”), will be required to subscribe to and hold the issued and paid-up share capital in the SPV as specified in **Clause 2.7.2 (c)**.
- (e) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at **Annexure H of Appendix-I (“Joint Bidding Agreement”)**, for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities, if any, of each member; and
 - (iii) commit the minimum equity stake to be held by each member as per the minimum equity lock in provided under **Clause 2.7.2 (c)**;
 - (iv) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.7.3 No change in the composition of the Consortium shall be allowed subsequent to the submission of the Bid during the Bidding Process, other than in accordance with the Bidding Documents. Provided that, in the event of the death of an individual who is a Member of a Consortium, any time after such Consortium has submitted its Bid but prior to the execution of the Concession Agreement (in case such Consortium is a Selected Bidder in accordance with the RFP), such Consortium shall be permitted to substitute such deceased individual with any other Person with the prior consent of the Authority, subject to such Person meeting the deceased individual’s experience which was counted towards the satisfaction of the Minimum Eligibility Criteria for the concerned Project.

2.7.4 While qualification is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
- (b) if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Member;

then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in

this behalf shall be final and conclusive, and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.7.5 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the financial year preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
- 2.7.6 The Authority intends to develop such Project at other locations such as Adoni, Madanpalle, and Pulivendula and inviting proposals from the prospective Bidders. The Bidder may choose to participate in more than one Project/ Bid. However, the Authority reserve the rights to award more than 1 (one) project to a single bidder subject to fulfilling the financial capacity separately for each project.

2.8 Site visit and verification of information

- 2.8.1 Bidders are invited to inspect and evaluate the Site and the scope of the Project in greater detail, and to carry out, at their own cost, such studies as may be required to submit their Bids. The Authority will conduct an official Site visit for the Project (“**Official Site Visit**”), details of which will be informed by the Authority and uploaded on the e procurement site. The Bidders (including their advisors and potential consortium partners) are encouraged to attend the Official Site Visit. The Bidders who are interested in participating in the Official Site Visit shall confirm their participation to the Authority at least 7 (seven) days prior to the date of the Official Site Visit by sending the authorization letter in the format provided in **Appendix-III** through e-mail to ce.apmhdc@gmail.com. It will be assumed that Bidders will have accounted for all relevant factors, including technical data, market studies, actual condition of existing services etc. while submitting their Bids. Bidders will be deemed to have full knowledge of the Project, including the scope of work to be performed during the term of the Concession Agreement, irrespective of whether they have participated in the Official Site Visit or have carried out such studies or not.
- 2.8.2 Further, the Bidders are encouraged to undertake independent verification of the Site at their own cost and expense and satisfy themselves of the suitability and adequacy of the Site and the constructed areas thereof for setting up the Project and any risk involved in constructing and operating the Project at the Site. Bidders, while preparing their Bids, should take into account the findings of such verification of the Site.

2.9 Acknowledgement by Bidder

2.9.1 By submitting its Bid, a Bidder shall be deemed to have:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents and, that such inadequacy, error or mistake will not be the basis for any claim for compensation, damages, loss of profits or extension of time for performance of its obligations, etc. from the Authority, or the grounds for termination of the Concession Agreement (if the Bidder is declared as a Selected Bidder);
- (d) accounted for all relevant factors, including technical data, market studies, Applicable Law etc., required for submitting an informed Bid, execution of the Project and performance of all of its obligations under and in accordance with the Bidding Documents;
- (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 2.7.3** hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms of the Bidding Documents.

2.9.2 The Authority will not be liable for any omission, mistake or error in the Bidding Documents or on account of any matter or thing arising out of or relating to the Bidding Documents or the Bidding Process, including any error or mistake in any information or data given by the Authority or for any latent defect or liability in relation to the Site that a Bidder may discover after the award of the Bid.

2.10 Right to accept and to reject any or all Bids

2.10.1 The Authority reserves the right to verify all statements, information and documents submitted by a Bidder in response to the Bidding Documents. 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 it, by the Authority will not relieve the Bidder of its obligations or liabilities under the Bidding Documents nor will it affect any rights of the Authority thereunder.

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

2.10.3 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 the supplemental information sought by the Authority for evaluation of the Bid within the time period as prescribed by the Authority.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected.

2.10.4 If the Highest Bidder is disqualified or rejected in accordance with **Clause 2.10.3** above, then the Authority reserves the right to:

- (a) Invite all the remaining Qualified Bidders for the concerned Project to match the Bid of the aforesaid Highest Bidder and award the Project in accordance with the procedure set out in **Clause 2.2.6**; or
- (b) take any other measure as may be deemed fit by it in its sole discretion, including annulment of the Bidding Process.

2.10.5 In case it is found during the Bidding Process or at any time before the signing of the Concession Agreement or after its execution that one or more of the Minimum Eligibility Criteria have not been met by the Selected Bidder or if it has made a material misrepresentation or has given any materially incorrect or false information, the Selected Bidder will be disqualified forthwith through a notice in writing if it has not yet been issued the LOA or entered into the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same will, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority will forfeit and appropriate the Bid Security or the Construction Performance Security and the Deemed Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority.

2.10.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

2.10.7 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.10.8 In the event that only a single Bid is received pursuant to the Bidding Process or if only 1 (one) Bidder is found to satisfy the Minimum Eligibility Criteria, for any Project, the Authority, reserves the right to:

- (a) accept the Bid; or
- (b) reject the Bid; or

(c) take any other course of action in accordance with Applicable Law.

2.10.9 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.

2.11 Contents of the RFP

2.11.1 The Bidding Documents consist of Appendices I to XIII which include all the Sections indicated below and should be read in conjunction with any Addenda or clarification that may be issued by the Authority in accordance with **Clause 2.13.2** below.

Invitation for Bids

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

Appendices

Appendix- I	Formats for Technical Bid
Appendix-I: Annexure A	Letter comprising the Bid
Appendix-I: Annexure B	General Information of Bidder
Appendix-I: Annexure C	Power of Attorney in favour of a Member of the Consortium to act on behalf of the Consortium
Appendix-I: Annexure D	PoA for Signing of Bid
Appendix-I: Annexure E	Format for Bid Security (Bank Guarantee)
Appendix-I: Annexure F	Technical Eligibility of Bidder
Appendix-I: Annexure G	Financial Capacity of Bidder
Appendix-I: Annexure H	Bid Checklist
Appendix-I: Annexure I	Joint Bidding Agreement in case of Consortium
Appendix- II	Formats for Financial Bid
Appendix-II: Annexure-A	Letter for Financial Bid
Appendix- II: Annexure-B	Format for Financial Proposal
Appendix-III	Authorization Letter for Official Site Visit
Appendix- IV	Bid Security Amount
Appendix- V	Form of Letter of Award
Appendix- VI	Statement of Legal Capacity

2.11.2 The Authority is not responsible for the completeness of the Bidding Documents, if they are not purchased in the manner setout in **Clause 2.1**.

2.11.3 Bidders are expected to review all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required under the Bidding Documents may result in rejection of their Bids on account of being non-responsive.

2.12 Clarifications

- 2.12.1 Any queries or requests for additional information relating to the Project should be submitted in writing by e-mail or by speed post/registered post to the officers designated below in accordance with the timelines specified in **Clause 2.3**. The envelopes (in case of queries/requests sent by speed post/registered post/courier) or e-mails shall clearly bear the following identification or subject, as the case may be:

“Queries/Request for Additional Information: RFP for Development of Medical College (150 UG & 24 PG seats) and 625 Bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh.”

Attention:

VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.
Email: ce.apmhidc@gmail.com

- 2.12.2 The Authority will endeavour to respond to the queries within the period specified in but no later than 15 (fifteen) days prior to the Bid Due Date. The Authority will upload all queries and the Authority's responses thereto, without identifying the source of such queries, on the e-procurement website.
- 2.12.3 The Authority may on its own motion, if deemed necessary by the Authority (in its sole discretion), issue interpretations and/or clarifications to all Bidders. All interpretations and/or clarifications issued by the Authority, shall be deemed to form 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.

2.13 Addendum of RFP

- 2.13.1 The Authority may, at any time and for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP, the Concession Agreement or any other Bidding Document by the issuance of Addenda. *Provided that*, the Authority shall not modify the RFP, the draft Concession Agreement or any other Bidding Document after the Bid Due Date.
- 2.13.2 All Addenda will be in writing and shall be uploaded on the e procurement website of the Authority.
- 2.13.3 To allow Bidders a reasonable time for taking an Addendum into account while preparing their Bids, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date, with prior notice to the Bidders.
- 2.13.4 Notwithstanding anything to the contrary contained in this RFP, the Authority may any time, in its sole discretion, extend or amend the Bid Due Date or any other timeline by issuing an Addendum uniformly accessible to all Bidders.

2.14 Governing Law and Jurisdiction

The Bidding Process will be governed by, and construed in accordance with, the laws of India and the Courts in Vijayawada, Andhra Pradesh will have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

3. PRE-BID CONFERENCE

- 3.1 A pre-Bid conference of the Bidders shall be convened on the date specified above (“**Pre-Bid Conference**”). The time and venue for the Pre-Bid Conference will be intimated by the Authority not later than 7 (seven) days prior to the date of the Pre-Bid Conference. In case the day for the Pre-Bid Conference is an unscheduled holiday, the Pre-Bid Conference will be convened on the next working day at the same time and place.
- 3.2 A maximum of 2 (Two) representatives for each Bidder (including its advisors, consultants, potential consortium partners), shall be allowed to participate in the Pre-Bid Conference.
- 3.3 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 3.4 The Authority may, in its sole discretion, organize stakeholders’ conferences in addition to the Pre-Bid Conference.
- 3.5 The Bidder are advised to study the Bidding Documents completely and undertake Site visits prior to the Pre-Bid Conference.

4. PREPARATION AND SUBMISSION OF BIDS**4.1 Language**

- 4.1.1 Every Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with their Bids may be in any other language, provided that such supporting documents and printed literature are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated in English language, may not be considered by the Authority for the purpose of evaluation. For the purpose of interpretation and evaluation of the Bid, the English language translation of supporting materials shall prevail.

4.2 Format and Signing of Bid

- 4.2.1 Bidders shall provide all the information required under the Bidding Documents, including this RFP. The Authority shall evaluate only those Bids that are received in the required formats specified under this RFP, and complete in all respects. In the event that any Technical Bid is found to be defective in terms of the RFP, the Authority shall

inform the Bidder about the same. The Bidder shall be required to rectify the defect in the Technical Bid, within the time period as prescribed by the Authority, failing which the Bidder shall be disqualified from the Bidding Process.

- 4.2.2 The documents comprising the Technical Bid shall be typed and signed by the Authorized Signatory of the Bidder, who shall also initial each page of such documents (including each schedule, appendix, annexure etc. thereto). In case of published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the documents comprising the Technical Bid shall be initialed by the Authorized Signatory.
- 4.2.3 The Bidder shall submit as part of its Technical Bid, a power of attorney in the format set forth in **Attachment 1 of Annexure D of Appendix-I** or a certified true copy of the resolution of its board of directors in the format set forth in **Attachment 2 of Annexure D of Appendix-I**, in each case, authorizing the signatory of the Bid to commit the Bidder (“**Authorized Signatory**”). In case the Bidder is a Consortium, the Members thereof shall furnish a power of attorney in favour of any one Member of the Consortium in the format set forth in **Annexure C of Appendix-I**.

4.3 Sealing and Marking of Bids

- 4.3.1 Bidders shall submit their Bids (Financial Bid and Technical Bid) in accordance with the terms contained herein.
- 4.3.2 A Bidder shall upload its Technical Bid in the format specified in **Appendix-I** along with the below set documents, on the e procurement website of the Authority as “**TECHNICAL BID**”. The Technical Bid shall include:
- (a) Letter comprising the Technical Bid (**Annexure A** of Appendix-I);
 - (b) General information of the Bidder (**Annexure B** of Appendix-I);
 - (c) Power of attorney in favour of any one Member of the Consortium, if applicable, along with the supporting documents as specified in the said format (**Annexure C** of Appendix-I);
 - (d) Power of attorney for signing of the Bid along with the supporting documents as specified in the said format or a certified true copy of the resolution of its board of directors (**Annexure D** of Appendix-I);
 - (e) Bid Security (**Annexure E** of Appendix-I);
 - (f) Technical Eligibility (substantially in the prescribed format) of the Bidder along with the supporting documents as specified in the said format (**Annexure F** of Appendix-I);
 - (g) Financial Capacity (substantially in the prescribed format) of the Bidder (**Annexure G** of Appendix-I);
 - (h) Bid checklist (**Annexure H** of Appendix-I); and
 - (i) A copy of the draft Bidding Documents with each page initialed by the Authorized Signatory of the Bidder.

- (j) Joint Bidding Agreement, in case of a Consortium (**Annexure I** of Appendix–I)
- (k) Statement of Legal Capacity (**Appendix– VI**)

The above documents comprising the Technical Bid shall have the pages numbered serially.

- 4.3.3 A Bidder shall Upload on the e procurement website of the Authority, its Financial Bid in the format specified in **Appendix–II**. The Bidder shall clearly specify (in INR), the Premium, both in figures and words. The Financial Bid must be signed by the Authorized Signatory. If there is any discrepancy between the amount quoted in figures and words, the amount quoted in words shall be considered by the Authority.
- 4.3.4 Bids submitted by fax, telex, telegram, e-mail or in any other manner other than as provided in **Clause 4.3** shall not be accepted by the Authority.
- 4.3.5 Any condition or qualification or any other conditional stipulation contained in the Bid will render the Bid liable to rejection as a non-responsive Bid.

4.4 Bid Due Date and time

- 4.4.1 Bids must be submitted on or after the Bid Start Date (as notified by the Authority for each Project) but in any case before 17:00 hours (IST) on the Bid Due Date (as notified by the Authority for each Project) in the manner and form as detailed in this RFP.
- 4.4.2 The Authority may, in its sole discretion, extend the Bid Due Date (as notified by the Authority for each Project) and/or the time specified in **Clause 4.4.1** above by issuing an Addendum in accordance with **Clause 2.13** above, uniformly for all Bidders. In such a case, all rights and obligations of the Authority and Bidders previously subject to the original Bid Due Date and/or time will thereafter be subject to such extended Bid Due Date and/or time.

4.5 Late Bids

Bids received by the Authority beyond the time specified in **Clause 4.4.1** above on the Bid Due Date shall be summarily rejected by the Authority. The Authority will not be responsible for any delay in receipt of Bids.

4.6 Number of Bids and Costs

- 4.6.1 No Bidder shall submit more than 1 (one) Bid for the one Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be, for the Project.
- 4.6.2 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority

shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

4.7 Modifications/ Substitution/ Withdrawal of Bids

- 4.7.1 A Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid will be modified, substituted or withdrawn by a Bidder on or after the Bid Due Date other than in accordance with the provisions of this RFP.
- 4.7.2 The modification, substitution or withdrawal notice will be prepared, sealed, marked, and uploaded in accordance with **Clause 4.3** above, as the case may be.
- 4.7.3 Any alteration or 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 by the Authority.

4.8 Validity of Bids

The Bids must be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (as notified by the Authority for each Project). A Bid valid for a shorter period shall be rejected by the Authority as being non-responsive. In exceptional circumstances, prior to the expiration of the Bid validity period, the Authority may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. In the event that the Bid validity period is extended, the Bid Security shall also be extended accordingly. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

4.9 Correspondence with Bidders

Other than as provided in this RFP, the Authority will not entertain any correspondence with the Bidders with respect to the acceptance or rejection of any Bids.

4.10 Waiver and Release by Bidders

It shall be deemed that by submitting its Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers including the project consultants and their personnel, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or any other liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this RFP and under other Bidding Documents and/or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

4.11 Bid Security

- 4.11.1 Every Bidder shall furnish as part of its Bid, a Bid security, acceptable to the Authority, in the form of a bank guarantee in the format set out in **Annexure E of Appendix I** for an amount specified in **Appendix-V** for the Project (the “**Bid Security**”), that is presentable to a Scheduled Bank with a branch in Vijayawada.

- 4.11.2 The Bid Security shall be valid at least until 180 (one hundred and eighty) days from the Bid Due Date (as notified by the Authority for each Project). In the event that the Bid Due Date is extended by the Authority, the Bidder shall be required to extend the validity of the Bid Security in order to ensure that the Bid Security remains valid for a period of 180 (one hundred and eighty) days from the extended Bid Due Date. Further, in the event that the Bidder is the Selected Bidder for any Project, it shall be required to ensure that the Bid Security for such Project remains valid until 10 (ten) days from the day on which the Concessionaire has submitted the Construction Performance Security for the Project in accordance with the provisions of the Concession Agreement.
- 4.11.3 The Authority shall reject a Bid as non-responsive if it is not accompanied by the Bid Security as required under the terms of the RFP.
- 4.11.4 The Authority shall not be liable to pay any interest to a Bidder on the amount of the Bid Security.
- 4.11.5 The Bid Security of the Bidders, except the Selected Bidder, shall be returned by the Authority, without any interest, not later than 30 (thirty) days from the date of the LOA issued by the Authority to the Selected Bidder for the concerned Project.
- 4.11.6 In the event that the Bidding Process is canceled for Project by the Authority, it shall return the Bid Security of all Bidders concerned with such Project not later than 30 (thirty) days from the date of the cancellation of the Bidding Process.
- 4.11.7 The Selected Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the Concession Agreement.
- 4.11.8 The Authority shall be entitled to forfeit and appropriate the Bid Security as damages, *inter alia*, in any of the events specified in **Clause 4.11.9** below. Every Bidder, by submitting its Bid pursuant to this RFP, will be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period specified under this RFP. No relaxation of any kind on Bid Security will be given to any Bidder by the Authority.
- 4.11.9 The Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents, or otherwise in law or equity, on occurrence of the following:
- (a) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in **Clause 6** of this RFP;
 - (b) if a Bidder withdraws its Bid after the Bid Due Date during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - (c) in case of the Selected Bidder, if it fails within the specified time limit, or within such extended period as may be allowed by the Authority;

- (i) to sign and return the duplicate copy of the LOA; or
- (ii) to sign the Concession Agreement; or
- (iii) to fulfill any obligation as specified in the Concession Agreement,

(d) upon occurrence of the events set out in **Clause 2.10.3**.

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

5. EVALUATION OF BIDS

5.1 Opening and Evaluation of Bids

5.1.1 The Authority shall open the Technical Bids for the Projects (for which Bids have been invited by the Authority) on the date specified in accordance with **Clause 2.3** above in the presence of the Bidders who may choose to attend. The time and venue for the opening of the Technical Bids will be intimated by the Authority not later than 7 (seven) days prior to the date of the opening of the Technical Bids. In case the day for the opening of the Technical Bids is an unscheduled holiday, the Technical Bids will be opened on the next working day at the same time and place.

5.1.2 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in this RFP.

5.1.3 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.

5.1.4 To facilitate evaluation of Bids, the Authority may, in its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid and/or Financial Bid. The Bidder shall be required to provide such clarification within the time period as prescribed by the Authority.

5.2 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of 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.

5.3 Tests of responsiveness

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

- (a) it is received as per the specified format;
- (b) it is received along with all the prescribed documents as specified in (and in the prescribed formats) **Appendix–I**;
- (c) it includes a Financial Bid in accordance with **Clause 4.3.3** above;
- (d) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof;
- (e) the Bidder has paid the RFP Fee as stipulated in **Clause 2.1.1** above;
- (f) it is signed, sealed, bound and marked as stipulated in **Clause 4.3** above;
- (g) it is accompanied by the Bid Security as specified in **Clause 4.11** above;
- (h) it does not contain any condition or qualification; and
- (i) it is not non-responsive in terms hereof.

5.3.2 The Authority reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal with respect to such Bid will be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

5.4 Selection of Bidder

5.4.1 The Technical Bids for the Project (for which Bids have been invited by the Authority) will be evaluated. The Bidders whose Bids are considered responsive in terms of **Clause 4.3** above and who fulfil the Minimum Eligibility Criteria as set in the RFP document shall be declared as qualified bidders for the Project (“**Qualified Bidders**”).

Thereafter, Financial Bids of only the Qualified Bidders for the Project will be opened and evaluated (“**Financial Bids Evaluation**”):

5.4.2 The Qualified Bidders for the concerned Project will be invited for the opening of Financial Bids, on the date specified in accordance with **Clause 2.3** above for that Project (“**Financial Bid Opening Date**”).

5.4.3 For the purposes of Clauses 5.4.1 to 5.4.2 above, the terms “Selected Bidder” and “Members” shall be deemed to include their Associates on whose experience the Selected Bidder or Member has relied upon for the purpose of fulfilling Minimum Eligibility Criteria.

5.4.4 In the event that there is only 1 (one) Financial Bid eligible to be evaluated pursuant to the terms and conditions of the RFP for the Project, the Authority shall, in its sole discretion, (a) award the project (b) invite fresh Bids for such Project, (c) annul the Bidding Process for such Project, or (d) take any other step in accordance with Applicable Laws.

5.4.5 In the event that two or more Qualified Bidders for the Project quote the same amount

of Bid Variable in their Financial Bids for such Project (“**Tie-Bidders**”), the Tie-Bidder having a higher number of total Beds under management shall be declared as the Selected Bidder. In the event that the number of total Licensed Beds under management for the Tie-Bidders is same, then the Tie-Bidder having a higher number of Accredited Beds under management shall be declared as the Selected Bidder. In the event that the number of Accredited Beds under management for the Tie-Bidders is same, then the Tie-Bidder having a higher Net Worth shall be declared as the Selected Bidder. In the event that the Net Worth of the Tie-Bidders is equal, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted with prior notice, in the presence of the Tie-Bidders, who choose to attend.

- 5.4.6 In the event that the Highest Bidder for a Project withdraws or is not selected for any reason, the Authority may, in its sole discretion exercise any of its rights under Clause 2.10 with respect to such Project.
- 5.4.7 After identification of the Selected Bidder for the Project, a Letter of Award (“**LOA**”) will be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and, fulfill any condition set out in the LOA within the time limit prescribed thereunder. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it provides in writing, an extension of time for submission thereof, without prejudice to any of its rights under the Bidding Documents or law or equity, withdraw the LOA for the Project and appropriate the Bid Security of such Selected Bidder as the mutually agreed genuine pre-estimate loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the remaining Qualified Bidders for the concerned Project may be considered by the Authority for the award of such Project.
- 5.4.8 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement within the period prescribed in the LOA, subject to the fulfilment of conditions prescribed therein. The Selected Bidder shall not be entitled to negotiate or seek any deviation, modification or amendment in the draft Concession Agreement.
- 5.4.9 The Selected Bidder will be required to submit the Performance Security in the form of a bank guarantee, in the manner set out under the Concession Agreement.
- 5.4.10 For avoidance of it is clarified that no Selected Bidder (whether in its individual capacity or as a part of a Consortium) shall be awarded more than 50% of the Projects reference **Clause 2.7.6**, being bid out at the time, subject to a maximum of 2 (two) Projects.

5.5 Contact during Bid Evaluation

Bids will be deemed to be under consideration immediately after they are opened and until such time the Authority makes official notification of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/representatives or the Project Consultants and their personnel in connection with matters related to the Bids under consideration.

6. FRAUD AND CORRUPT PRACTICES

- 6.1 The Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to a Bidder, if it determines that such Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, Construction Performance Security or Deemed 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 Concession Agreement, or otherwise.
- 6.2 Without prejudice to the rights of the Authority under Clause 6.1 above, and the rights and remedies which the Authority may have under the LOA or Concession Agreement, or otherwise, in the event that a Bidder or the Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder will not be eligible to participate in any tender or request for proposal issued by the Government of Andhra Pradesh or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the Authority and/or the GoAP, from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any of the activities mentioned above.
- 6.3 For the purposes of this Clause 6, the following terms will have the meanings given to them below:
- (a) **corrupt practice** means (i) offering, giving, receiving, or soliciting, directly of value to influence the actions of any Person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, will be deemed to constitute influencing the actions of a Person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process, after the issue of the LOA, or after the execution of the Concession Agreement, as the case may be, any Person in respect of any matter relating to the Project, the Bidding Process, the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority on any matter concerning the Project;
 - (b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the participation or actions of a Person in the Bidding Process;
- (d) **undesirable practice** means (i) establishing contact with any Person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

APPENDIX – I FORMATS FOR TECHNICAL BID**ANNEXURE A OF APPENDIX-I****LETTER COMPRISING THE BID**

RFP reference no

Date: [●]

To,

**VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.**

Sir,

Sub: RFP for Development of Medical College (150 UG & 24 PG seats) and 625 Bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh.

1. With reference to your RFP No. [●] dated [●], we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. **The Bid is unconditional and unqualified.**
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of evaluation of Bid for the aforesaid Project.
4. I/ We shall make available to the Authority, any additional information the Authority may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that our operational hospitals/ healthcare facilities are compliant with Applicable Laws and regulations, especially in relation to environment, health and safety including life & fire safety regulations and standards.
7. I/ We declare that:
 - (a) we have examined, and have no reservations to, the Bidding Documents, including any Addenda issued by the Authority;
 - (b) we do not have any Conflict of Interest in accordance with the terms of RFP;

- (c) I/ we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any authority, central or state; and
 - (d) I/ we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I/ We understand that the Authority may cancel the Bidding Process at any time and, that the Authority is neither bound to accept any Bid that the Authority may receive nor invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
- 9. I / We declare that we/any Member are/is not a Member of any other Consortium submitting a Bid for the Project.
- 10. I/ We certify that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law for any offence committed by us or by any of our Associates.
- 12. I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ key managerial personnel.
- 13. I / We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above or as per terms contained in the RFP, we shall intimate the Authority of the same immediately.
- 14. I / We acknowledge that we are qualified on the basis of the Minimum Eligibility Criteria and shall own the subscribed and paid-up equity of the SPV under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that we shall be comply with the obligations contained in the Concession Agreement in respect of change in ownership.
- 15. I /We acknowledge and agree that in the event that an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP cases to be an Associate, we shall inform the Authority forthwith along with all relevant particulars, and the Authority may, in its sole discretion, disqualify our us or withdraw the LOA, as the case may be. We further acknowledge and agree that, subject to the other provisions of the Concession Agreement, in the event such change in control occurs after signing of the Concession Agreement but prior to the relevant lock-in period specified therein, it would, notwithstanding anything to the contrary contained in the

Concession Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

16. I / We understand that the Selected Bidder shall incorporate the Concessionaire as a Section 8 company under the Companies Act, 2013 prior to execution of the Concession Agreement.
17. I /We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the determination of the Selected Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I /In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I /We have studied all the Bidding Documents carefully and also surveyed the site of the Project. We understand that except to the extent as expressly set forth in the Concession 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 it.
20. I /The Premium has been quoted by us after taking into consideration all the terms and conditions stated in the RFP; Concession Agreement, our own estimates of costs volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
21. I / We offer a Bid Security of INR [●] (Indian Rupees [●] only) to the Authority in accordance with the RFP. We understand that if the Performance Security is not paid in accordance with the terms of the Bidding Documents, the Authority may, without prejudice to its other rights under the Bidding Documents or at law or equity, appropriate the Bid Security as the mutually agreed genuine pre-estimate loss and damage suffered by the Authority.
22. The Bid Security in the form of a Bank Guarantee in accordance with the format specified in the RFP is attached.
23. {I / We have nominated the following Members as the Lead Technical Member and the Lead Financial Member (applicable only for a Consortium):

Lead Technical Member:

Lead Financial Member:}
24. {In the event that I / we are declared as the Selected Bidder for the Project, our shareholding in the SPV shall be as follows (applicable only in case of a Consortium):}

S No.	Name of the Member	Shareholding in the SPV (in percentage) ¹
1.		
2.		

25. I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I / we shall have any claim or right of whatsoever nature if the Project/Concession is not awarded to us or our Bid is not opened or is rejected/disqualified.
26. I / We agree to keep this offer valid until the expiry of 180 (one hundred eighty) days from the Bid Due Date.
27. I /We agree and undertake to abide by all the terms and conditions of the Bidding Documents.
28. Subject to the provisions of the Concession Agreement, we agree and undertake to be liable for performance of all obligations of the Concessionaire under the Concession Agreement.

In witness thereof, we submit this Bid under and in accordance with the terms of the Bidding Documents.

The capitalized terms used and not defined in this letter shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

Yours faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

(Name and designation of the of the Authorised Signatory)

Name and seal of Bidder/ Member of the Consortium who has been authorized by the Consortium to sign and submit the Bid for and on behalf of the Consortium

¹ Please refer to Clause 2.7.2 (c) of the RFP for minimum shareholding requirements

ANNEXURE B OF APPENDIX-I
GENERAL INFORMATION OF BIDDER

1.
 - (a) Name:
 - (b) Country of incorporation/registration:
 - (c) Address of the corporate headquarters:
 - (d) Address of the registered office:
 - (e) In case an entity incorporated/registered outside India, address of its principal branch/establishment in India, if any,
 - (f) Date of incorporation and/ or commencement of business:
 - (g) Nature of the entity (company/trust/society etc.):
2. Brief description (in not more than 1 (one) page) of the entity including details of its main lines of business and proposed role and responsibilities for the concerned Project in the event declared as the Selected Bidder:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members.

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

No.	Name of Member	Percentage of equity in the Consortium ²
1		
2		

- (c) The following information shall be provided for each Member:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium/its Associate been barred by the Central/ State Authority, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		

5. A statement by the Bidder and each of the Members (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.)

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

Note to Bidders: In the event that any Bidder / Member has relied upon the experience of its Associate in accordance with the provisions of the RFP:

- A. the information requested under paragraphs 1 – 5 above of this Annexure B of Appendix-I shall be submitted for each Associate whose experience has been relied upon by the Bidder / Member;
- B. the Bidder / Member shall submit a certificate issued substantially in the format prescribed in Annexure 1 of this Annexure B of Appendix-1, evidencing that such entity is an Associate of the Bidder / Member.

**ATTACHMENT 1 OF ANNEXURE B (OF APPENDIX-I)
CERTIFICATE FROM THE STATUTORY AUDITOR/PRACTICING CHARTERED
ACCOUNTANT EVIDENCING RELATIONSHIP OF ASSOCIATE**

(Refer Clause 4.2.3 of the RFP)

*[On the letter head of the statutory auditor or a practicing chartered accountant (for any
other entity)]*

Date: [●]

To,
VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.

**Subject: Confirmation of the details of [insert name of the Associate], an Associate of [insert
name of Bidder / Member]**

Sir,

1. This has reference to the request for proposal number [●] dated [●] (“RFP”) issued by the Authority.
2. We confirm that [insert name of the Associate] is an Associate of [insert name of Bidder / Member] as per the definition of ‘Associate’ provided under the RFP.
3. A brief description of the facts by which we have concluded that [insert name of the Associate] is an Associate of [insert name of Bidder / Member] as per the definition of ‘Associate’ provided under the RFP are set out below:

[Description to be incorporated by the Statutory Auditor / Practicing Chartered Account]

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory:

Place:

Name and Seal of the Firm:

Acknowledged by:

For and on behalf of [insert name of the aforesaid entity]

(Signature of the authorized signatory)

Name:

Designation:

Date:

ANNEXURE C OF APPENDIX-I

POWER OF ATTORNEY IN FAVOUR OF A MEMBER OF THE CONSORTIUM
TO ACT ON BEHALF OF THE CONSORTIUM

(Refer Clause 4.3.2 (c))

Whereas, the Department of Health & Family Welfare, Government of Andhra Pradesh, through VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited (the “**Authority**”). Andhra Pradesh Medical Services & Infrastructure Development Corporation Limited (**APMSIDC**) hereby invited the tender on behalf of Authority from qualified bidders for the **Development of Medical College (150 UG & 24 PG seats) and 625 Bedded Hospital on Public and Private Partnership, DBFOT mode.** (the “**Project**”). Whereas, *[insert name of all Members of the Consortium]* (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project;

And

Whereas, it is necessary for the Members of the Consortium to designate one of them to act for and on behalf of the Consortium, and vest in such member all necessary powers and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, *[insert names and registered office address respectively of all Members of the Consortium other than the member in favor of whose the power of attorney is being issued]* (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize *[insert name of the member in whose favour power of attorney is being issued]*, having its registered office at *[insert registered office address of the member in whose favor power of attorney issued]*, being one of the Members of the Consortium, and, true and lawful attorney of the Consortium (the “**Attorney**”), and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of the Principals, (i) during the Bidding Process and, (ii) during the execution of the Project in the event the Consortium is awarded the Concession, and in this regard, to do for and on our behalf and, on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, the bid, the joint undertaking with a design consultant and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other agency appointed by the Authority or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority. We shall hold *[insert shareholding in percentage]* in the Consortium in accordance with the provisions of the Concession Agreement.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our

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

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

For:

(Signature)

(Name & Title)

{To be executed by all the Members of the Consortium. Please modify the signature block appropriately}

Accepted by: [*Insert name of the member in whose favour power of attorney is issued*]

(Signature)

(Name & Title)

Witnesses:

1.

2.

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:

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).*
- *The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.*
- *In the event that the Power of Attorney is executed in India, the Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Members from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE D OF APPENDIX-I

AUTHORITY FOR SIGNING OF BID

ATTACHEMENT 1 – POWER OF ATTORNEY

Know all men by these presents, we, *[insert name of the organization]*, having our registered office at *[insert address]* do hereby irrevocably constitute, nominate, appoint and authorize *[insert name]*, son/daughter/wife of *[insert name]* and presently residing at *[insert address]*, who is presently employed with us and holding the position of *[insert designation]*, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf of *[insert name of the member in whose favour the other Consortium Members have issued the power of attorney as prescribed in Annexure C of Appendix I of the RFP]*, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project Hospital(s) *(as defined in the RFP)* *[insert name of the district(s)]* pursuant to VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited, Government of Andhra Pradesh (“**Authority**”), APMSIDC Request for Proposal No. [●] dated [●] for **Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh. (“RFP”)** (the “**Project**”), including but not limited to, signing and submission of all applications, bid, joint undertaking with a design consultant and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts/undertakings consequent to acceptance of our bid including the letter of award, 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 Concession Agreement with the Authority or any entity representing the Authority.

AND

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

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

For

.....

(Signature)

Accepted by:

(Signature)

(Name & Title)

Witnesses:

(Name, Title and Address)

1.

2.

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:

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).*
- *The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.*
- *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. However, the Power of Attorney provided by Members from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ATTACHEMENT 2 – FORMAT FOR BOARD RESOLUTION

“RESOLVED THAT the Company may, either individually or as a member of any consortium(s), submit bid(s) for developing hospitals pursuant to Department of Health & Family Welfare, Government of Andhra Pradesh, APMSIDC Request for Proposal No. [●] dated [●] for RFP for **“Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh.”**

“RESOLVED FURTHER THAT any one of the following persons namely, [*insert names and designations of the relevant persons*] (hereinafter collectively and individually referred to as “Authorized Persons”) be and are hereby severally authorized to do for and on behalf of the Company, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of Company’s bid(s) (either individually or as a member of any consortium(s)) for developing hospitals pursuant to VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited, Government of Andhra Pradesh (“**Authority**”), APMSIDC Request for Proposal No. [●] dated [●] on public private partnership mode, including but not limited to, signing and submission of all applications, bid(s), joint undertaking with a design consultant and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to the Authority, representing the Company in all matters before the Authority, signing and execution of all contracts/undertakings consequent to acceptance of Company’s bid(s) including the letter of award, and generally dealing with the Authority in all matters in connection with or relating to or arising out of Company’s bid(s) and/or upon award thereof to the Company and/or till the entering into of the Concession Agreement(s) with the Authority or any entity representing the Authority.

“RESOLVED FURTHER THAT copy of the aforesaid resolutions, duly certified to be true by any of the aforesaid Authorized Persons, be furnished to the Authority.”

ANNEXURE E OF APPENDIX-I
FORMAT FOR BID SECURITY (BANK GUARANTEE)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, VC & MD, Andhra Pradesh Medical Services and Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh, having its office at Guntur, Andhra Pradesh, 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 incorporated under the provisions of the Companies Act/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies/ a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of trust], and having its registered office at _____, {and acting on behalf of its Consortium comprising of [*insert the name of Consortium Members*]} (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 [*insert name of Project*] located in [*insert location*] pursuant to APMSIDC’s Request for Proposal No. [●] dated [●] (“**RFP**”) and other bidding documents (collectively, “**Bidding Documents**”), on public private partnership mode (the “**Project**”), we [*insert name of the bank*] having our registered office at _____ and one of its branches at _____ (“**Bank**”), at the request of the Bidder, do hereby in terms of **Clause 4.11** of the RFP, irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [●] (Indian Rupees [●] only) as bid security (“**Bid Security**” or “**Guarantee**”) as 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 APMSIDC 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 APMSIDC is disputed by the Bidder or not merely on the first demand from the APMSIDC stating that the amount claimed is due to the APMSIDC by reason of failure of the Bidder to fulfil and comply with the terms and conditions

contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents 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.

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date or for such extended period as may be mutually agreed between the APMSIDC 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 APMSIDC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the APMSIDC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the APMSIDC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. This 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 APMSIDC shall be entitled to treat the Bank as the principal debtor. The APMSIDC 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 to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment 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 APMSIDC, and the Bank shall not be released from its liability under these presents by any exercise by the APMSIDC 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 APMSIDC or any indulgence by the APMSIDC to the said Bidder or by any change in the constitution of the APMSIDC 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 APMSIDC's notice of claim on us addressed to [*insert name of Bank along with branch address*] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the APMSIDC 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 APMSIDC 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 unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the APMSIDC in writing.
12. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING RS. [●] (INDIAN RUPEES [●] ONLY).**
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank.

By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE F OF APPENDIX-I

CERTIFICATE REGARDING TECHNICAL ELIGIBILITY³

[On the letter head of the statutory auditor/practicing chartered accountant]

Date: [●]

To,

VC & MD,
 Andhra Pradesh Medical Services and
 Infrastructure Development Corporation (APMSIDC),
 2nd floor, Plot No. 9, Survey No 49,
 IT Park, Mangalagiri-522503,
 Guntur District, Andhra Pradesh.

Subject: Certification of conditions for eligibility and Technical Capacity (as defined in the RFP) of [insert name of entity] for submission of its bid for RFP for Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh

Sir,

This is to certify that [insert name of entity]:

- has operated and maintained in each of the preceding 10 (ten) financial years (ending March 31, 2024):

S No.	Name and complete address of the hospital	Number of Licensed Beds in the hospital	Number of Accredited Beds in the hospital	Specialties offered ⁴

S No.	Name and complete address of the Medical College	Number of MBBS Seats

³ In case of a Consortium, to be submitted by each member of the Consortium whose Technical Capacity is being relied upon. In the event that the Bidder (or any Member of the Consortium) relies on the Technical Capacity of any of its Associates, this certificate will be required to be submitted by each of such Associates. Further, this certificate should be accompanied with the following supporting documents: (a) to establish the number of Licenced Beds, the registration certificate obtained under the Clinical Establishments (Registration and Regulation) Act, 2010 or any other relevant law (similar to Clinical Establishments (Registration and Regulation) Act, 2010) as applicable to the state (in India)/country in which the concerned hospitals are situated (“**Clinical Establishment Certificate**”), (b) to establish the number of Accredited Beds, relevant certificates issued for accreditation by NABH, entry level NABH, National Medical Commission India, JCI, Australian Council on Healthcare Standards, Accreditation Canada International, Council for Health Service Accreditation of Southern Africa, CHKS Healthcare Accreditation Quality Unit, United Kingdom or Japan Council for Quality in Health. In the event that there is a discrepancy between the figures mentioned in this certificate and the Clinical Establishment Certificate and/or the relevant accreditation certificate, whichever is lower shall be considered for the purpose of the RFP.

⁴ Specify the specialties out of general medicine, general surgery, pediatrics, obstetrics & gynecology and orthopedics

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory (if Statutory Auditor / Practicing CA):

Place:

Name and Seal of the Firm:

Acknowledged by⁵:

For and on behalf of [*insert name of the aforesaid entity*]

(Signature of the authorized signatory)

Name:

Designation:

Date:

⁵ Relevant entity to countersign as acknowledgement if this certificate is issued by Statutory Auditor / Practicing CA (as the case may be).

ANNEXURE G OF APPENDIX-I

CERTIFICATE REGARDING FINANCIAL CAPACITY⁶

[On the letter head of the statutory auditor (for a company) or a practicing chartered accountant (for any other entity)]

Date: [●]

To,
VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.

Subject: Certification of financial capacity of [insert name of entity] for submission of its bid for RFP for Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh.

Sir,

This is to certify that [insert name of entity] possessed the following financial capacity (with reference to the RFP):

S No.	Financial Capacity ⁷	Particulars
1.	Net Worth (in INR) as on March 31, 2024, based on audited financial statements.	
2	Turnover (in INR) in the previous three financial years ending on 31 st March 2024 ⁸	
3	Net Cash Accruals for preceding 5 (Five) Years	

⁶ In case of a Consortium, to be submitted by each member of the Consortium whose Financial Capacity is being relied upon. In the event that the Bidder (or any Member of the Consortium) relies on the Financial Capacity of any of its Associates, this certificate will be required to be submitted on behalf of each of such Associates.

⁷ In the event that a Bidder or a Member of a Consortium is a foreign entity having its financial statements recorded in any currency other than INR, such Bidder or the Member will need to specify its Net Worth and the average annual Turnover (as required in this table) in INR in accordance with the reference rate of the Reserve Bank of India (as published on its official website) as on the date of submission of the Bid. In the event the Reserve Bank of India does not publish the reference rate for any currency in which the financial statements are recorded for any Bidder or Member of a Consortium, such Bidder or Member of a Consortium will be required to specify its Net Worth and the average annual Turnover (as required in this table) in INR in accordance with the currency conversion rate published by Bloomberg on www.bloomberg.com as on the date of submission of the Bid

⁸ In the event that a Bidder follows a financial year cycle other than April 1st to March 31st, the Bidder shall demonstrate its average annual Turnover (in INR) for immediately preceding 3 (three) financial years as per its relevant financial year cycle, and also provide a certificate issued by its statutory auditor / independent practicing chartered accountant certifying the relevant financial year cycle adopted by such entity.

The above Net Worth and Turnover have been calculated in accordance with the parameters specified for such calculation in the RFP.

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory: Place:

Name and Seal of the Firm:

Acknowledged by:

For and on behalf of [*insert name of the aforesaid entity*]

(Signature of the authorized signatory)

Name:

Designation: Date:

ANNEXURE H OF APPENDIX-I

BID CHECKLIST

No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Annexure A of Appendix– I)		
2	General Information of Bidder (Annexure B of Appendix–I) along with information of Members, Associates and certificate specified therein (to the extent applicable)		
3	Power of attorney in favour of a Member of the Consortium, if applicable, along with the supporting documents as specified in the said format (Annexure C of Appendix–I)		
4	Power of attorney for signing of the Bid along with the supporting documents as specified in the said format or a certified true copy of the resolution of its board of directors authorizing the Authorized Signatory to sign the Bid (Annexure D of Appendix–I)		
5	Bid Security in the prescribed format (Annexure E of Appendix–I)		
6	Technical Eligibility (substantially in the prescribed format) of the Bidder along with the supporting documents as specified in the said format (Annexure F of Appendix–I)		
7	Financial Capacity (substantially in the prescribed format) of the Bidder (Annexure G of Appendix–I)		
8	A copy of the Bidding Documents with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		
9	Joint Bidding Agreement, in case of a Consortium (Annexure I of Appendix-I)		
10	Statement of Legal Capacity (Appendix-VI)		

For and behalf of the [insert name of the bidder]

(Authorised Signatory of the Bidder)

Name:

Designation:

Date:

ANNEXURE I OF APPENDIX-I

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

BETWEEN

1. Limited, a company incorporated under the Companies Act, 1956/2013⁹ and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The Department of Health & Family Welfare, Government of Andhra Pradesh, through VC & MD, Andhra Pradesh Medical Education and Research Corporation Limited, (“APMERC”) (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns). APMSIDC has invited applications (the Bids”) on behalf of the Authority by its Request for Proposal No. dated (the “RFP”) for selection of Bidder for Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

⁹ A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

NOW IT IS HEREBY AGREED as follows:

(1) Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

(2) Consortium

- 2.1. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

(3) Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Section 8 of Indian Companies Act, or a trust under the relevant laws, for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

(4) Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) the Members shall appoint a lead financial member who shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of 2 (two) years from the COD Project (“**Lead Financial Member**”);
- (b) the Members shall appoint a lead technical member who shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 10% (ten percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of the Concession Period (“**Lead Technical Member**”);
- (c) the Lead Financial Member the Lead Technical Member and any other Member (other than the Lead Financial Member and the Lead Technical Member) whose experience will be counted towards satisfying the Minimum Eligibility Criteria and (each an “**Evaluated Member**”), will be required to subscribe to and hold the issued and paid-up share capital in the SPV as specified in Clause 2.9.2(b).

(5) Joint and Several Liability

- 5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of

the RFP and the Concession Agreement, till the Effective Date under and in accordance with the Concession Agreement.

- 5.2 The Parties do hereby undertake and declare that the Evaluated Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Evaluated Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Evaluated Member.

(6) Shareholding in the SPV

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 none of the Members of the Consortium shall, subject to the provisions of the Concession Agreement, be permitted to dilute their holding of the subscribed and paid-up equity share capital of the Concessionaire as specified in the letter comprising the Bid submitted by the Consortium, until the COD of Phase-I;
- 6.3 each Evaluated Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 5% (five percent) of the subscribed and paid-up equity share capital of the Concessionaire until the COD;
- 6.4 the Lead Technical Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 10% (ten percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of the Concession Period;
- 6.5 the Lead Financial Member shall hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire until the expiry of 2 (two) years from the COD; and.
- 6.6 the Lead Technical Member and the Lead Financial Member shall collectively hold, subject to the provisions of the Concession Agreement, equity share capital of not less than 51% (fifty one percent) of the subscribed and paid-up equity share capital of the Concessionaire at all times until the expiry of 2 (two) years from the COD.
- 6.7 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

(7) Representation of the Parties

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement.
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

(8) Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not prequalified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

(9) Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD FINANCIAL MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PARTY by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX – II LETTER FOR FINANCIAL BID¹⁰

ANNEXURE A of APPENDIX –II

Financial Proposal

(Refer Clause 2.2.2)

To,

VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.

Date: [●]

Sub: Financial Bid for Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh (“Project”) pursuant to Department of Health & Family Welfare, Government of Andhra Pradesh’s (“Authority”)

Reference: Request for Proposal No. [●] dated [●]

Dear Sir,

1. With reference to your RFP we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. We hereby submit our Financial Bid as specified in Annexure-I of this letter. We agree and understand that the amounts specified in the Annexure-I will be payable in accordance with the terms and conditions of the Concession Agreement.
3. We agree to keep this offer valid for until the expiry of 180 (one hundred and eighty) days from the Bid Due Date.
4. We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

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

(Name and seal of Bidder/Lead Financial Member)

¹⁰ Note to Bidders: To be submitted for Project the Bidder intends to submit a Bid for. In the event that a SPV is required to pay Premium to the Authority in accordance with the Financial Bid and provisions of the Concession Agreements such Premium shall be paid by the SPV on Scheduled Milestones.

ANNEXURE B of APPENDIX – II

Note to the Bidders: Please refer to Clause 2.2.5 for instructions in relation to the Financial Bid. The Premium is required to be quoted as a positive number.

Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh (“Project”)

Location: Markapur

<i>Sr. No</i>	<i>Premium in INR (In figures)</i>	<i>Premium In INR in Words</i>	<i>To be escalated @5% every year from the start of Commercial Operations Date of Phase 1 till the end of Concession Period.</i>

APPENDIX – III AUTHORIZATION LETTER FOR OFFICIAL SITE VISIT*[On the Letterhead of the Bidder]***Date:** [●]

**To,
VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.**

Sir,

We, *[insert the name of the Bidder]*, hereby authorize the persons set out below to participate in the official site visit for *[insert name of Project]* on *[insert date]* being organized by the APMSIDC, for and on our behalf, pursuant to the APMSIDC's Request for Proposal No. [●] ("RFP"):

S No.	Name	Designation
1.		
2.		
3.		
4.		
5.		

We confirm to the Authority that we have duly completed the Project Registration in accordance with Clause 2.1.1 of the RFP.

For and on behalf of *[insert the name of the Bidder]*

Authorized Signatory

Name:

Designation:

APPENDIX – IV: BID SECURITY AMOUNT*(Refer Clause 4.11.1)*

The amounts for Bid Security to be submitted by the Bidders for Project in accordance with the provisions of the RFP are set out below.

S No.	Project Location	District	Project	Amounts in INR
1.	Markapur	Prakasam	625 bed Hospital and 150 UG & 24 PG seat Medical College.	44,000,000/- (Four crore forty lakhs only)

APPENDIX –V: FORM OF LETTER OF AWARD

Ref. No.: [●]

Date: [●]

From

To [*insert name of Bidder*]

Subject: Letter of Award (“LOA”) for Development of Medical College (150 UG & 24 PG seats) and 625 bedded Hospital on Public Private Partnership (DBFOT) mode at Markapur, Andhra Pradesh.

Sir,

1. We are pleased to inform you that pursuant to the evaluation of your Bid dated [●] for the Project, submitted in response to the RFP, you have been selected as the Selected Bidder.
2. The award of the Project to you is subject to your compliance of the following:
 - (a) Incorporation of SPV for Project in accordance with the provisions of the Bidding Documents and execution of the Concession Agreement for Project with the Authority in accordance with the provisions of the Bidding Documents within 45 (forty-five) days from the date of this LOA;
 - (b) Submission of the Performance Security in accordance with the provisions of the Concession Agreement within 30 (thirty) days of execution of the respective Concession Agreement. Until such time the Performance Security is provided in terms of the respective Concession Agreement and the same comes into effect, the Bid Security shall remain in force and effect;
 - (c) All other terms and conditions of the Bidding Documents (as applicable).
3. Any failure by you to comply with the conditions set out in paragraph 2 above within the timelines mentioned therein, shall be grounds for your disqualification, and shall entitle the Authority, in its sole discretion, to withdraw this LOA and to annul the award of the Project to you pursuant to this LOA, in addition to its rights under law or otherwise, including the right to invoke the Bid Security and appropriate the same.
4. You are hereby requested to sign and return the duplicate copy of this LOA to the office of the undersigned, as acknowledgement of this LOA, latest within 7 (seven) days of the receipt of this LOA, failing which the Authority shall, in its sole discretion, be entitled to withdraw this LOA and annul the award of Project to you pursuant to this LOA, in addition to its rights under law or otherwise, including the right to invoke the Bid Security and

appropriate the same.

5. Capitalized terms used in this LOA but not defined herein, shall have the meaning ascribed to such terms under the RFP and other Bidding Documents.

Sincerely,

**For:
VC & MD,
Andhra Pradesh Medical Services and
Infrastructure Development Corporation (APMSIDC),
2nd floor, Plot No. 9, Survey No 49,
IT Park, Mangalagiri-522503,
Guntur District, Andhra Pradesh.**

APPENDIX VI: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

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

Dear Sir,

We hereby confirm that (insert member's name) we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.¹¹

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf¹¹¹ 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.....

¹¹ Please strike out whichever is not applicable