



## **National Competitive Bidding**

### **REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL (RFP)**

**For**

**Selection of Hemodialysis Unit Service Provider (HDU-SP) in  
18 District Hospitals in other than Divisional Headquarters in  
Uttar Pradesh**

### **Part I: Instructions to Bidders**

**Issue Date: 20.09.2016**

**Bid Reference Number: SPMU/NHM/PROC./DIALYSIS/2016-17/29**

**Nodal Agency**

**NATIONAL HEALTH MISSION, U.P., GOVERNMENT OF UTTAR PRADESH (GoUP)**

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**Notice Inviting Request for Qualification(RFQ) Cum Request for Proposal (RFP) for selection of Hemodialysis Unit Service Provider (HDU-SP) For Implementation of Hemodialysis Project in 18 District Hospitals in other than Divisional Head Quarters of Uttar Pradesh.**

**National Competitive Bidding (NCB)**

Date 20.09.2016

**Bid Reference No:SPMU/NHM/Proc./Dialysis/2016-17/29Date: 20.09.2016**

1. The Govt. of Uttar Pradesh is committed to provide Dialysis Services to all the persons suffering from Kidney Disease and intends to select Hemodialysis Unit Service Providers hereafter known as HDU-SP to provide the services as per agreed norms.
2. Mission Director on behalf of The Director General (Medical & Health Services, U.P) ("the Authority") now invites sealed bid for performance based Establishment, Operation and Maintenance of Dialysis Units as per given schedule (18 Hospitals in 18 Divisions) from eligible Bidder.
3. Bidding will be conducted through National Competitive Bidding (NCB) procedures as per established procurement procedures.
4. The initial contract period will be for FIVE years and renewal for further FIVE years shall be based on satisfactory performance on same terms and conditions, discounts applicable on CGHS Rates (Non NABL), Delhi prevailing at that time.
5. Each Hemodialysis unit shall have 10 bedded facilities.
6. The 18 Hospitals have been divided into FOUR Clusters. Clusters 1&3 are having 5 Hemodialysis units each and Cluster 2&4 are having 4 Hemodialysis unit each as detailed in Part-III-of the RFP
7. The Bidder can bid minimum for 1 cluster and maximum of 4 clusters. In any case, the Bidder has to submit a single proposal.

EMD Amount and Minimum Turnover requirement per cluster	<ul style="list-style-type: none"> <li>▪ EMD-INR 1500500 AND Turnover INR-6 Crores individually for CLUSTERS-2&amp;4;</li> <li>▪ EMD-INR 1900500 Lakhs AND Turnover- INR7.5 Crores individually for CLUSTERS 1&amp;3;</li> </ul>
Performance Guarantee Security	▪ 5% of the Contract Value

**Note:**

The amount for EMD and Performance Guarantee Security will be calculated basis on whether the Bidder is bidding for single cluster or multiple clusters. For example if the bidder is bidding for cluster 1 and cluster 2, the EMD required will be 85 Lakhs (EMD for cluster 1 + EMD for cluster 2) and Performance Guarantee Security required will be 5 % of the total contract value for cluster 1 and cluster 2.

**The total contract value can be derived basis on the following parameters –**

- Number of operational days for Dialysis unit = 26(remaining days in a month will be used for maintenance etc.)
- Per day tentative number of procedures to happen per machine = 3
- Per week tentative number of procedures to happen per machine = 18
- **For Cluster 1 (Having 5 Hemodialysis units i.e. total 50 beds facility) :**
  - a. Per year tentative number of procedures to be done by 50 machines = 50 x 52 (weeks) x 18 i.e. 46800 procedures
  - b. For 5 years, tentative number of procedures to be done by 50 machines = 5 x 46800 i.e. 234000.
  - c. Contract value = 234000 (total no. of procedures in 5 years) x (CGHS Lucknow base rate – Discount offered on the CGHS Lucknow base rate as per financial bid)

Note: The same calculations shall apply for deriving contract value for Cluster 3

- **For Cluster 2 (Having 4 Hemodialysis units i.e. total 40 beds facility) :**
  - a. Per year tentative number of procedures to be done by 40 machines = 40 x 52 (weeks) x 18 i.e. 37440 procedures
  - b. For 5 years, tentative number of procedures to be done by 40 machines = 5 x 37440 i.e. 187200.
  - c. Contract value = 187200 (total no. of procedures in 5 years) x (CGHS Lucknow base rate – Discount offered on the CGHS Lucknow base rate as per financial bid)

Note: The same calculations shall apply for deriving contract value for Cluster 4

Each bidder has to quote a single rate applicable to all the Hospitals in the CLUSTER. The Bid Parameter is as defined below –

- The CGSH Rate as applicable to DELHI (Non NABH) on 31<sup>ST</sup> Aug 2016 will be the base rate. (REFER The following link <http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File786.pdf>) This rate is fixed at Rs. 1400 for Seronegative Cases and Rs 1650 for Seropositive Cases inclusive of all consumables.
- A uniform discount in (%age) over CGHS rates applicable to all the procedures mentioned above has to be quoted foreach CLUSTER.
- Evaluation- Evaluation will be carried out CLUSTER wise. The Bidder quoting the Maximum discount will be selected as L-1 Bidder and the contract will be awarded to the Bidder Quoting Maximum discount.

8. The Bidders are requested to visit the hospitals as provided in the schedule in Part III to assess the space availability requirements. The authority will not be in any case responsible or liable to pay the cost incurred during the assessment of area by the Bidder. However the authority will notify in advance the respective authorities in district hospitals regarding the visits of bidders in all 18 hospitals.
9. A pre-bid meeting will be held on 27.09.2016 at 12:00 AM at the office of the Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg,Lucknow (U.P.) Indiato clarify the issues and to answer questions on any matter relevant to the bid. Non-attendance at the pre-bid meeting will not be a cause for

disqualification of a bidder. No suggestions or objections will be entertained after the pre bid meeting. All the suggestions and queries have to be submitted in writing. However bidders are requested to e-mail their queries/suggestions to [mdupnrhm@gmail.com](mailto:mdupnrhm@gmail.com) & [apd.uphssp@gmail.com](mailto:apd.uphssp@gmail.com). These queries /suggestions will be discussed in the pre-bid meeting also.

10. The eligibility criteria and other terms and conditions are given in this RFQ cum RFP document. Interested parties may obtain the RFQ cum RFP document from office of the Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India, phone 0522-2237390, 2236894 on all working days between 10.00 am and 04.00 pm IST till 14.10.2016. by written request clearly stating "REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL (RFP) For "Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh " and on submission of a non-refundable fee of Rs. 60,375 ( Sixty thousand three hundred and seventy five only) only by way of a crossed demand draft drawn in favor of Mission Director, National Health Mission (NHM),, U.P LUCKNOW', payable at any scheduled bank in Lucknow. The Bidder should collect the receipt from the department and should enclose its copy along with the bid.
11. The eligibility criteria and other terms and conditions are given in this RFQ cum RFP document. The RFQ cum RFP document is also available on the website [www.upnrhm.gov.in](http://www.upnrhm.gov.in). Bidders, who download the RFP document from the website, will be required to pay nonrefundable fee of 10,500 (Rupees Ten Thousand and Five hundred) only by way of a crossed demand draft drawn in favor of 'Mission Director, National Health Mission U.P LUCKNOW', payable at any scheduled bank in Lucknow. The Bidder has to enclose the DD in the Bid.
12. The amount of Bid Security shall be, **as mentioned in table given above**, in the form of either a bank guarantee/FDR payable in favour of 'Mission Director, National Health Mission U.P LUCKNOW' and payable at Lucknow UP valid up to 210 days from the date of the Bid submission and should be submitted and attached in the bid envelop. The bids will be opened on the same day at 11.30 AM in the office of Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India, phone 0522-2237390, 2236894
13. In the event of specified date for the **submission of bids being declared** a holiday for the Purchaser's office, the due date for submission will be the next working day at the appointed time.
14. The Director General (Medical & Health Services) will be the "Contract Signing Authority" as well as the "implementing Authority" and is also referred to as "Authority"
15. Mission Director, NHM, UP, Lucknow reserves the right to reject anyone or all bids without assigning any reason thereof.

Mission Director  
National Health Mission,  
UP, Lucknow

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**BID DATA SHEET**

1.	Tender Inviting Authority	Mission Director, National Health Mission (NHM), UP, Lucknow
2.	Title of RFQ Cum RFP	Selection of Hemodialysis Unit Service Provider (HDU-SP) for Implementation of Hemodialysis Services Project on Turnkey-basis in 18 District Hospitals Located at other than Divisional Headquarters in Uttar Pradesh.
3.	Publication of the RFQ Cum RFP	20.09.2016
4.	Cost of Tender Document	<ul style="list-style-type: none"> <li>Interested parties may obtain the RFQ cum RFP document from Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India, phone 0522-2237390,2236894 on all working days between 10.00 am and 04.00 pm IST by written request clearly stating "REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL (RFP) For "Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh " and on submission of a non-refundable fee of Rs. 10,500 ( Ten thousand Five hundred only) only by way of a crossed demand draft drawn in favor of 'Mission Director, National Health Mission , U.P LUCKNOW', payable at any scheduled bank in Lucknow. The RFQ cum RFP document is also available on the website <a href="http://www.upnrhm.gov.in">www.upnrhm.gov.in</a></li> <li>Bidders, who download the RFP document from the website, will be required to pay nonrefundable fee of Rs. 10,500 ( Ten thousand Five hundred only) only by way of a crossed demand draft drawn in favor of 'Mission Director, National Health Mission U.P LUCKNOW', payable at any scheduled bank in Lucknow.</li> </ul>
5.	Contact person for clarification	Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India, phone 0522-2237390,2236894 (e-mail id <a href="mailto:mdupnrhm@gmail.com">mdupnrhm@gmail.com</a> )
6.	Correspondence Address	Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India, phone 0522-2237390,2236894 (e-mail id <a href="mailto:mdupnrhm@gmail.com">mdupnrhm@gmail.com</a> )
7.	Pre Bid meeting date and venue	on 27.09.2016 at 12:00 AM at the office of the Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India.
8.	"Proposal Due Date" - Last	Up to <b>11.00 Hrs.</b> on 20.10.2016

	date for submission of Bids	
9.	Address for Proposal Submission	Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India
10.	Proposals validity	The submitted Bid shall be valid for a period of not less than 180 days from the "Proposal Due Date".
11.	Bid Security /Earnest Money Deposit Amount Payable	<ul style="list-style-type: none"> <li>▪ Rs 15,00,500 for Clusters- 2&amp;4 (Rupees fifteen lakhs and five hundred ) only PER CLUSTER.</li> <li>▪ Rs 19,00,500(Rupees nineteen lakhs and five hundred )only for Clusters 1&amp;3 PER Cluster</li> </ul> The Bid Security shall be in form of a FDR or Bank Guarantee (in the format specified in Format 18) issued by any Nationalized/Scheduled Commercial bank in favour of "Mission Director, National Health Mission (NHM), U.P LUCKNOW", payable at Lucknow, and should be valid for 210 days from the date of submission of bids (the "Proposal Due Date").
12.	Performance Security	Performance Security shall be valid for 5 years & 6 months from the date of signing of agreement. Performance Security should be in form of Bank Guarantee (in the format specified in Format 19 issued by any Nationalized/Scheduled Commercial bank in favor of ' Mission Director, National Health Mission (NHM), U.P LUCKNOW')', payable at Lucknow. Actual value will be 5% of the Contract Value. The details to calculate the actual contract value is defined in the Notice Inviting Request for Qualification (RFQ) cum Request For Proposal (RFP).(ref. notes in point 7 in RFQ Cum RFP; Part-I, NIT)
13.	Language in which proposals should be submitted	English
14.	Single currency for price conversion	Indian Rupees
15.	Opening of Qualification Bids- Envelope-A	15:00 Hrs. on 20.10.2016 at Office of Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India
16.	Announcement of Eligible Bidders	Qualified bidders will be intimated in advance.
17.	Date, Time & Venue for the opening of Financial Bid (Envelop – B) for technically qualified bidders	Qualified bidders will be intimated in advance.
18.	Agreement Period	The initial contract period will be for FIVE years and renewal for further FIVE years shall be based on satisfactory performance on same terms and conditions, discount applicable on CGHS Rates (Non

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		NABL) which will prevail at that time.
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**DISCLAIMER**

The information contained in this RFQ cum RFP or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ cumRFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFQ cumRFP has been prepared in good faith and contains general information in respect of the Project, the RFQ cumRFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or wrong statements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFQ cumRFP or on which this RFQ cumRFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFQ cumRFP document is not an agreement and is not an offer or invitation by the DirectorateGeneral, Medical & Health Service, U.P (herein after referred to as " Authority") or its representatives to the prospective Bidders or any other person. The purpose of this RFQ cumRFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFQ cumRFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in thisRFQ cum RFP or to correct any inaccuracies therein that may be in this RFQ cumRFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFQ cumRFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFQ cumRFP is, or should be relied on as, a promise, representation, or warranty.

RFQ cumRFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

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

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

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

The issue of this RFQ cumRFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

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

Any information/documents including information/documents pertaining to this RFQ cumRFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

# 1 RFQ cumRFP Background Information

## 1.1 Background Information

- 1.1.1 Mission Director, National Health Mission (NHM) Uttar Pradesh seeks to engage an agency (Hemodialysis Unit Service Provider) with previous experience in relevant field for the implementation of Hemodialysis Unit Project in 18 District Hospitals located at other than Divisional Headquarters of Uttar Pradesh, and has decided to carry out the bidding process for selection of Private Service Provider (s) to whom the Project may be awarded.
- 1.1.2 The Mission Director, National Health Mission (NHM), intends to provide hemodialysis services to all the patients of Uttar Pradesh who are suffering from chronic renal decease and require maintenance dialysis services.
- 1.1.3 This Request for Qualification(RFQ) Cum Request for Proposal (RFP) is for “Selection of Hemodialysis Unit Service Provider (HDU-SP) for Implementation of Hemodialysis Unit Service Provider (HDU-SP) project in 18 District Hospitals in Uttar Pradesh” (hereinafter referred to as “Project”) for a period of 60 (sixty) months from the Commencement Date as specified in the RFP part II (Draft Agreement).
- 1.1.4 This RFQ Cum RFP consists of THREE Parts as listed below and would include any Addenda issued in accordance with Clause 2.19 of this RFQ Cum RFP.

Part I	Instructions to Bidders
Part II	Draft Agreement
Part III	Schedules to Draft Agreement

- 1.1.5 Interested parties may obtain the RFQ Cum RFP document from The Mission Director, NHM UP, Lucknow, Tel: 0522-2237390,2236894on all working days between 10.00 am and 04.00 pm IST by written request clearly stating “Request For Qualification Cum Request For Proposal” and on submission of a non-refundable fee in form of Demand draft as specified in the Data Sheet.
- 1.1.6 The RFQ Cum RFP document is also available on the website [www.upnrhm.gov.in/](http://www.upnrhm.gov.in/) [/www.uphssp.org](http://www.uphssp.org). Bidders, who download the RFQ Cum RFP document from the website, will be required to pay the non-refundable fee as specified in the Data Sheet.
- 1.1.7 Single stage bidding process will be followed to decide the Selected Bidder. There shall not be any separate Pre-Qualification Stage for short-listing of Bidders. Bids will be evaluated in two steps. The evaluation process is outlined in Section – 3.
- 1.1.8 The Authority will enter into an Agreement with the Selected Bidder(s). Selected Bidder(s) shall be confirming Party in the aforesaid Agreement. The draft of Agreement is provided in Part II of this RFQ cum RFP.
- 1.1.9 Further, all the parts of the Bid Proposal (PART 1: Qualification Bid, PART 2: Financial Bid) must be submitted in a hard bound form with all pages numbered serially and initialed by the Authorized Bid Signatory, along with an index of submissions.

- 1.1.10 A non-rewritable CD-ROM containing soft copy of Part 1: Qualification Bid shall also be submitted along with the bid. The CD shall only contain the Qualification Bid. The bid will be rejected if the CD also contains the Financial Bid.
- 1.1.11 The key figures quoted in the Financial Bid should be mentioned in words also. In the event of any discrepancy the amount written in words will prevail.
- 1.1.12 Bid submissions by Bidders must be done positively by Proposal Due Date in the manner specified in the RFQ Cum RFP document at the address given in Data Sheet. The Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.
- 1.1.13 The key dates and other particulars relating to the RFQ Cum RFP are given in the Data Sheet attached at the beginning of the RFQ Cum RFP document. The Authority may at its sole discretion alter the schedule anytime during the process by giving due notice.
- 1.1.14 Address of Submission of Proposal: Office of Mission Director, National Health Mission (NHM), Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow (U.P.) India

## 2 INSTRUCTIONS TO BIDDERS

### 2.1 General Terms of Bidding

- 2.1.1 All Bidders are required to submit their Proposal in accordance with the terms set forth in this RFQ Cum RFP.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFQ Cum RFP, the detailed terms specified in the draft Agreement shall have overriding effect.
- 2.1.3 Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.
- 2.1.4 The Authority reserves the right to invite fresh bids with or without amendment of the RFQ cum RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

### 2.2 Scope of Work

The scope of work for the Hemodialysis Unit – Service Provider shall be as defined in Terms of Reference and Scope of Work and Schedule-A: Description of Services as given in Part III of the RFQ Cum RFP.

### 2.3 Eligibility to bid- Minimum Qualification Criteria

- 2.3.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:
  - a. The Bidder may be a sole bidder (i.e. Company/Society/Trust/Partnership firm /LLP) or a group of Legal entities (maximum three) coming together as consortium to implement the Project.
  - b. The Bidder can bid minimum for 1 cluster and maximum of 4 clusters. In any case, the Bidder has to submit a single proposal only.
  - c. The Bidder cannot be an individual or group of individuals. If the Bidder is other than consortium of Companies, it should only be a registered legal entity such as (i) company registered under Companies Act, 1956/2013 or an equivalent law outside India; or (ii) Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India; or (iii) trust formed according to the provisions of Indian Trust Act, 1882 or (iv) equivalent law applicable in any State of India or Partnership firm or LLP.
  - d. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
    - (i) the Bidder, its Member or Associate (or any constituent thereof) and any



other bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest:

Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) 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 section 4A of the Companies Act, 1956.

For the purposes of this Clause 2.3.1, 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 34% (thirty four percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another applicant/bidder; or
- (iii) such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Proposal as any other applicant/bidder; or
- (v) such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Proposal of either or

each other; or

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

**Explanation:** In case a Bidder is a consortium, then the term Bidder as used in this Clause 2.3.1, shall include each Member of such consortium.

For purposes of this RFP, Member means, each individual member of the group of companies coming together as a consortium to bid for the Project. For purposes of this RFP, Associate means, in relation to the Bidder/ consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/consortium member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

For avoidance of doubt it is made clear that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be more than 50%.

- e. A Bidder shall be liable for disqualification and forfeiture of Bid Security 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. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

**Explanation:** In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.3.1 shall include each member of such Consortium.

- 2.3.2 To be eligible for bidding under this RFQ cum RFP, a bidder shall fulfill following conditions of eligibility and submit the proofs as specified for each condition of eligibility:

SI	Eligibility condition	Supporting documents to be submitted by the bidder
1	<u>Legal Entity and Statutory Registrations</u>	<ul style="list-style-type: none"> <li>▪ In case of Sole bids, the bidder shall submit:</li> </ul>

SI	Eligibility condition	Supporting documents to be submitted by the bidder
	<p><b>IN CASE OF SOLE BID, THE BIDDER:</b></p> <p>a. Should be a registered legal entity such as:</p> <ol style="list-style-type: none"> <li>i. company registered under Companies Act, 1956/2013 or an equivalent law outside India; or</li> <li>ii. Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India; or</li> <li>iii. Trust formed according to the provisions of Indian Trust Act, 1882 or equivalent law applicable in any State of India.</li> <li>iv. LLP Firm registered by MCA.</li> <li>v. Partnership firm registered under partnership act.</li> </ol> <p>b. Should have a valid Service Tax Registration, VAT registration, CST registration (if applicable).</p> <p><b>IN CASE OF CONSORTIUM BID, ALL MEMBERS OF THE CONSORTIUM (INCLUDING THE LEAD BIDDER):</b></p> <p>a. Should be a registered legal entity such as:</p> <ol style="list-style-type: none"> <li>(i) company registered under Companies Act, 1956/2013 or an equivalent law outside India; or</li> <li>(ii) Society registered under Societies Registration Act, 1860 or equivalent law applicable in any State of India; or</li> <li>(iii) Trust formed according to the provisions of Indian Trust Act, 1882 or equivalent law applicable in any State of India</li> <li>(iv) A partnership firm</li> <li>(v) A LLP.</li> </ol> <p>b. Should have a valid Service Tax Registration, VAT registration, CST registration (if applicable).</p>	<p>a. Company or Society or Trust or LLP or Partnership firm Registration Certificate.</p> <p>b. Service Tax Registration certificate, VAT registration certificate &amp; CST registration certificate (if applicable).</p> <p>▪ In case of consortium bids, all the members of the consortium (including the lead bidder) shall submit:</p> <p>a. Company or Society or Trust Or LLP Or Partnership firm Registration Certificate.</p> <p>b. Service Tax Registration certificate, VAT registration certificate, CST registration certificate ( if applicable)</p>
2	<p><b><u>Turnover and Net Worth</u></b></p> <p><u>Turnover and Networth requirement should be as under –</u></p> <ul style="list-style-type: none"> <li>▪ <u>Cluster 1:</u> <ul style="list-style-type: none"> <li>○ <u>Turnover - INR 7.5 Cr.</u></li> <li>○ <u>Net worth - should be positive as on</u></li> </ul> </li> </ul>	<p>In case of Sole bids, the bidder shall submit:</p> <ol style="list-style-type: none"> <li>1. Audited Balance Sheet for previous three financialyears (2013-14; 2014-15, 2015-</li> </ol>

SI	Eligibility condition	Supporting documents to be submitted by the bidder
	<p style="text-align: center;"><u>1st April, 2016</u></p> <ul style="list-style-type: none"> <li>▪ <u>Cluster 2:</u> <ul style="list-style-type: none"> <li>○ <u>Turnover - INR 6 Cr.</u></li> <li>○ <u>Net worth - should be positive as on 1st April, 2016</u></li> </ul> </li> <li>▪ <u>Cluster 3:</u> <ul style="list-style-type: none"> <li>○ <u>Turnover - INR 7.5 Cr.</u></li> <li>○ <u>Net worth - should be positive as on 1st April, 2016</u></li> </ul> </li> <li>▪ <u>Cluster 4:</u> <ul style="list-style-type: none"> <li>○ <u>Turnover - INR 6 Cr.</u></li> <li>○ <u>Net worth - should be positive as on 1st April, 2016</u></li> </ul> </li> </ul> <p>Note: The Bidder bidding for single cluster should meet the Turnover requirement as stated above for individual cluster (for which the Bidder is bidding for).The Bidder bidding for more than one cluster should meet the cumulative Turnover requirement (addition of turnover value for those clusters).</p> <p><b>IN CASE OF SOLE BID, THE TURNOVER AND NET WORTH DETAILS ARE AS GIVEN BELOW:</b></p> <p><b>a. Case 1: If the bidder is bidding for single cluster, then the bidder:</b></p> <ul style="list-style-type: none"> <li>▪ Should have an average annual turnover as applicable for that particular cluster (as defined above) for the previous three financialyears (2013-14; 2014-15, 2015-16) and should have a positive net worth as on 1st April, 2016.</li> </ul> <p><b>b. Case 2: If the bidder is bidding for more than one cluster, then the bidder:</b></p> <ul style="list-style-type: none"> <li>▪ Should have a cumulative average annual turnover (addition of turnover value for those clusters as defined above) for the previous three financial(2013-14; 2014-15, 2015-16) and should have a positive net worth as on 1st April, 2016.</li> </ul> <p><b>IN CASE OF CONSORTIUM, THE TURNOVER AND NET WORTH DETAILS ARE AS GIVEN BELOW:</b></p> <p><b>b. Case 1: If the bidder is bidding for single cluster, then the bidder:</b></p> <ul style="list-style-type: none"> <li>▪ Should have an average annual turnover as applicable for that particular cluster (as defined above) for the previous three</li> </ul>	<p>16) along with a certificate of Turnover signed by CA.</p> <ol style="list-style-type: none"> <li>2. Audited Profit &amp; Loss Statement for previous three Financialyears.</li> <li>3. Certificate from statutory auditor stating the net worth of the company.</li> </ol> <p>In case of consortium bid, the bidder shall submit:</p> <ol style="list-style-type: none"> <li>1. Audited Balance Sheet for previous three Financialyears (2013-14; 2014-15, 2015-16) along with a certificate of Turnover signed by CAfor all members of the consortium (including Lead member)..</li> <li>2. Audited Profit &amp; Loss Statement for previous three Financialyearsfor all members of the consortium (including Lead member).</li> <li>3. Certificate from statutory auditor of each member of the consortium stating the net worth of the members.</li> </ol>

SI	Eligibility condition	Supporting documents to be submitted by the bidder																				
	<p>financial years (2013-14; 2014-15, 2015-16) and should have a positive net worth as on 1st April, 2015.</p> <p><b>b. Case 2: If the bidder is bidding for more than one cluster, then the bidder:</b></p> <ul style="list-style-type: none"> <li>▪ Should have a cumulative average annual turnover (addition of turnover value for those clusters as defined above) for the previous three financial(2013-14; 2014-15, 2015-16) and should have a positive net worth as on 1st April, 2016.</li> </ul> <p>Note: The average of annual total turnovers of all members (including Lead member) shall be considered and put together:</p> <table border="1" data-bbox="298 804 954 1100"> <thead> <tr> <th>Entity</th> <th>FY 13-14</th> <th>FY 14-15</th> <th>FY 15-16</th> </tr> </thead> <tbody> <tr> <td>Lead Member</td> <td>Y1</td> <td>Z1</td> <td>X1</td> </tr> <tr> <td>Member 2</td> <td>Y2</td> <td>Z2</td> <td>X2</td> </tr> <tr> <td>Member 3</td> <td>Y3</td> <td>Z3</td> <td>X3</td> </tr> <tr> <td>Total annual turnover</td> <td>T1 = (Y1+Y2+Y3)</td> <td>T2 = (Z1+Z2+Z3)</td> <td>T3= (X1+X2+X3)</td> </tr> </tbody> </table> <p>Average of Annual Total Turnover  <math>ATT = (T1 + T2+T3)/3</math> (which should be greater than or equal to the specified turnover for the cluster (s).</p> <p>Net worth - The sum of net worth of all the members of the consortium shall be considered and the same should be positive (i.e., greater than zero) as on 1<sup>st</sup> April 2016.</p>	Entity	FY 13-14	FY 14-15	FY 15-16	Lead Member	Y1	Z1	X1	Member 2	Y2	Z2	X2	Member 3	Y3	Z3	X3	Total annual turnover	T1 = (Y1+Y2+Y3)	T2 = (Z1+Z2+Z3)	T3= (X1+X2+X3)	
Entity	FY 13-14	FY 14-15	FY 15-16																			
Lead Member	Y1	Z1	X1																			
Member 2	Y2	Z2	X2																			
Member 3	Y3	Z3	X3																			
Total annual turnover	T1 = (Y1+Y2+Y3)	T2 = (Z1+Z2+Z3)	T3= (X1+X2+X3)																			
3	<p><b><u>Technical Capacity</u></b></p> <p>The technical capacity of the bidder should be as given below:</p> <p><b>IN CASE OF SOLE BIDDER</b></p> <p><b>a. <u>If the bidder is bidding for single cluster or for more than one cluster, then the bidder:</u></b></p> <p>Should have been working in the field of Hemodialysis and have an experience of operating Hemodialysis units for minimum of 40 beds in anyone of the past 3 financial years (i.e FY (2013-14; 2014-15, 2015-16) <b>IN</b></p>	<p>a. Self-certification from the bidder signed by Authorized Bid Signatory, in case of sole bids or Self-certification from the Lead member of the Consortium signed by Authorized Bid Signatory, in case of consortium bid.</p> <p>b. Project Details to be provided as per Format – 11.</p> <p>c. The Purchase Order /Work</p>																				

SI	Eligibility condition	Supporting documents to be submitted by the bidder
	<p><b>CASE OF CONSORTIUM</b></p> <p>a. <b><u>If the bidder is bidding for single cluster or more than one cluster, then the bidder:</u></b></p> <p>The Lead Bidder should have been working in the field of Hemodialysis and have an experience of operating Hemodialysis units for minimum of 40 beds in anyone of the past 3 financial years (i.e FY (2013-14; 2014-15, 2015-16)</p> <p>AND</p> <p>The other members of the consortium should be Dialysis Equipment Manufacturer OR Hemodialysis RO Plant Provider OR Should be a Hospital/ Healthcare Service Provider.</p>	<p>Order issued by the client</p> <p>d. Project Completion Certificate from the client (in case of completed projects) or Certificate of Satisfactory Services from the client (in case of on-going projects)</p>
4	<p><b><u>Non – Blacklist</u></b></p> <p>The Bidder in case of sole bid or in case of consortium bid should not have been barred or blacklisted by the Government of India, Government of Uttar Pradesh or by any State Governments in India for breach of Contractual Conditions as on bid submission date and should not be involved in any pending /ongoing CBI Litigations.</p> <p>Also, the bidder in case of sole bids and all consortium members in case of consortium bids should not have been convicted/charge-sheeted in any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government. This is explained further in Clauses 2.3.6. and 2.3.7 of Part – 1: Instructions to Bidders of this RFQ Cum RFP. The bid may be rejected on submission of false affidavit as per Clause- 2.22 of Part-I</p>	<p>The Bidder or each member of the Consortium, as the case may be, shall have to submit an affidavit as per FORMAT 4 as part of the Qualification Proposal.</p>

For the purpose of evaluation of a consortium Bid, the combined technical and financial capacity of those Members, who have and shall continue to have an equity share of at least 34 % for Lead Member and minimum 20 % for other members of the consortium in the SPV, should satisfy the above conditions of eligibility:

Provided that Lead Member shall, for entire Agreement period, commit to hold equity share capital not less than 34% (thirty four percent) and other members of the consortium shall, for entire Agreement period, commit to hold equity share capital not less than 20 % of the subscribed and paid up equity of the SPV.

- 2.3.3 The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.
- 2.3.4 The Bidder should submit a Power of Attorney as per the format at FORMAT 2, authorizing the signatory of the Proposal to commit the Bidder. In the case of a consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at FORMAT 3.
- 2.3.5 In case the Bidder is a Consortium, it has to mandatorily form an SPV and comply with the following additional requirements:
- a. Number of members in a Consortium shall not exceed 3 (Three) members;
  - b. subject to the provisions of sub-clause (a) above, the bid should contain the information required for each member of the Consortium;
  - c. members of the consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 34% (thirty four percent) of the paid up and subscribed equity of the SPV:  
Provided that the Lead Member of the Consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the Consortium in the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at FORMAT 3, signed by all the other members of the Consortium;
  - d. the Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
  - e. An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be member of any other Bidder consortium submitting a bid;
  - f. the members of a Consortium shall mandatorily form an appropriate SPV to execute the Project, if awarded to the Consortium;
  - g. The minimum total paid up equity capital of the consortium shall be 20%.
  - h. Members of the Consortium shall enter into a binding Memorandum of Understanding, in the form specified at FORMAT 7 (the "MoU"), for the purpose of submitting a bid. The MoU, 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 Agreement and subsequently perform all the obligations of the Operator in terms of the Agreement, in case the Project is awarded to the Consortium;
    - ii. clearly outline the proposed roles and responsibilities, if any, of each member;
    - iii. commit the minimum equity stake of the members, subject to clause 2.3.5.c
    - iv. commit that the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to paid up and subscribed equity of the SPV as per clause 2.3.5 c and shall further commit that such member shall, for a period of the Agreement, hold equity share capital not less than: 34% for Lead Member and minimum 20 % for other members of the consortium of the subscribed and paid up equity share capital of the SPV.

Provided that the Lead Member of the consortium shall at all times hold

- equity share capital of the SPV higher than the share capital held by any other member of the Consortium in the SPV.
- v. members of the consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times during the term of the Agreement; and
  - vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Selected Bidder in relation to the Project until the term of the Agreement in accordance with the provisions of Agreement; and
  - i. Except as provided under this RFP, there shall not be any amendment to the MoU without the prior written consent of the Authority.



- 2.3.6 The bidder (s) should provide 'No Conviction' certificate; in case of consortiums all members should submit 'No Conviction' Certificate as per format 4
- 2.3.7 Any entity which has been barred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per FORMAT 4 as part of the Qualification Proposal.
- Any Entity which has been punished for any offence and/or the Director/President/Chairperson/Trustee of the that entity is convicted for any offence and/or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect as per Format 4 as part of the Qualification Proposal.
- 2.3.8 In computing the Technical Capacity and Financial Capacity of the Bidder/ consortium members under Clauses 2.3.2, the Technical Capacity and Financial Capacity of their respective Associates will also be considered, provided the Bidder / Consortium member furnishes along with the bid a Letter of Comfort and Undertaking from such Associate as per the format at FORMAT 14 and Certificate from Statutory Auditor as per FORMAT 15, along with certified copy of the Board resolution of the Associate authorizing execution of the Letter of Comfort and Undertaking.
- 2.3.9 For purposes of this RFQ Cum RFP, Associate means, in relation to the applicant/bidder / consortium member, a person who controls, is controlled by, or is under the common control with such applicant/bidder/ consortium member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 2.3.10 For avoidance of doubt it is made clear that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be more than 50%.
- 2.3.11 While bid is open to persons from any other country, the following provisions shall apply:
- a. Where, on the date of the bid, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Bidder or its Member is held by persons resident outside India or where an 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 not less than 15% (fifteen per cent) 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, 1997, 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.

- 2.3.12 Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall provide provisional information and certification corresponding for such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, Financial Year shall, for the purposes of this bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business

## **2.4 Change in Ownership**

- 2.4.1 A single Bidder or in case of a Consortium, all the members of the Consortium acknowledge and agree that they shall collectively, hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the end of Agreement Period. The Bidder acknowledges and agrees that its Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under this RFQ Cum RFP, shall hold at least 34% (thirty four percent) of the subscribed and paid up equity of the SPV and all other Members shall hold at least 20% each of the subscribed and paid up equity of the SPV for the entire Agreement Period;

Provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the Consortium in the SPV.

- 2.4.2 The Bidder acknowledges and agrees that the number of members shall not exceed 3 (three) including the Lead Member, shall hold paid up and subscribed equity of the SPV as per Clause 2.4.1 above for the entire Agreement Period. For the avoidance of doubt, the provisions of the Clause 2.4.1 and this Clause 2.4.2 shall apply only when the Bidder is a Consortium.
- 2.4.3 All the Members of the Consortium shall undertake that they shall comply with all equity lock-in requirements set forth in Clause 2.4.1 and 2.4.2 above.
- 2.4.4 The Bidder further acknowledges and agrees that the obligations mentioned in Clause 2.4.1, 2.4.2 and 2.4.3 shall be the minimum, and shall be in addition to such other obligations as may be contained in the Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement and dealt with as such thereunder.
- 2.4.5 Without prejudice to the aforesaid, the Bidder must acknowledge and be aware that prior approval of the Authority is required in case of any change in the ownership of any Member of the Bidder Consortium in the SPV.

## **2.5 Number of Bids and costs thereof**

- 2.5.1 No Bidder shall submit more than one Bid for ONE CLUSTER of the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid FOR SAME CLUSTER either individually or as a member of any other consortium, as the case may be.
- 2.5.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

## **2.6 Site Visit & Verification of information**

- 2.6.1 The Bidders are encouraged to submit their respective bids after visiting the State of Uttar Pradesh (hereinafter referred to as "State") and ascertaining for themselves of the health profile, health facilities in the State, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them.
- 2.6.2 The Bidder is expected to examine carefully the contents of all the RFQ cum RFP. Failure of the proposal to comply with the requirements of RFQ cum RFP will be at the Bidders' own risk and make the bid non-responsive.

## **2.7 Acknowledgement by Bidder**

- 2.7.1 It shall be deemed that by submitting the bid, the Bidder has:
- made a complete and careful examination of the RFQ cum RFP;
  - received all relevant information requested from the Authority;
  - satisfied itself about all matters, things and information including matters referred to in Clause 2.6.1 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;

- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFQ cumRFP or ignorance of any of the matters referred to in Clause 2.6 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 Agreement by the Operator;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof

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

## **2.8 Right to accept or reject any or all bids[ Ref 2.22 ]**

## **2.9 Contents of the RFQ cumRFP**

Data Sheet  
Disclaimer  
Request for Proposal  
Instructions to Bidders  
Evaluation Process  
Fraud and Corrupt Practices  
Pre-Bid Conference  
Miscellaneous  
Formats for Proposal  
Draft Agreement along with Schedules

## **2.10 Preparation and Submission of Bids**

2.10.1 The Proposal in response to the RFQ Cum RFP should be in English and is to be submitted in two (2) parts IN SEALED COVERS:

- Envelope A- PART 1: QualificationBid
- Envelope B- PART 2: Financial Bid

Both Envelope A and Envelope B will be sealed and Put in another Envelope which will be sealed and the Tender Details and date of opening Mentioned on the OUTER ENVELOPE also. The Bids will be submitted in ORIGINAL AND DUPLICATE.

**2.10.2 PART 1: Qualification Bid**

- The Bidder is expected to provide details of its registration as per FORMAT 10 and furnish documents to support its claim.
- A summary of relevant information should be provided as per FORMAT 10.
- Details of all information related to past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. as per FORMAT 11.
- The Bidder should submit details of financial capability for the last three (3) Financial years (i.e FY (2013-14; 2014-15, 2015-16) as per FORMAT 12. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the members of Consortium should be submitted.
- The additional information to be provided, in case of Consortium, is mentioned in Clause 2.12.
- The checklist for information to be submitted (in prescribed formats) for the Qualification Proposal is provided in the table below:

SL	INFORMATION TO BE PROVIDED	FORMAT NUMBER
1.	Covering letter for proposal submission	FORMAT 1
2.	Power of attorney for signing of proposal	FORMAT 2
3.	Power of attorney for lead member of consortium, if applicable	FORMAT 3
4.	Affidavit	FORMAT 4
5.	Anti-collusion certificate	FORMAT 5
6.	Project undertaking	FORMAT 6
7.	Memorandum of understanding (MoU) of consortium members, if applicable	FORMAT 7
8.	Board resolution for bidding entities (if applicable)	FORMAT 8
9.	Undertaking for individual members (if applicable)	FORMAT 9
10.	Information regarding bidder(details of consortium members / sub-contractor(s) to be specified only if applicable)	FORMAT 10
11.	Details of project experience against eligibility criteria	FORMAT 11
12.	Financial capability of the bidder/members (to be submitted for each member in case of consortium where applicable)	FORMAT 12
13.	<b>Financial Bid-Not required to be submitted with Qualification Bid.</b>	FORMAT 13
14.	Letter of comfort and undertaking from associate, if applicable(on the letter head of the associate)	FORMAT 14

15.	Certificate from statutory auditor/ company secretary regarding associate(if applicable)	FORMAT 15
16.	Compliance matrix	FORMAT 16
17.	Technical proposal forms	FORMAT 17
18.	Format for bank guarantee for Earnest money deposit	FORMAT 18
19.	Format for bank guarantee for Performance Security	FORMAT 19
20.	Manufacturer's authorization form	FORMAT 20

### **2.10.3 PART 2: Financial Bid**

The Bidder has to quote (% age) discount against per CGHS Base Rate . For details refer to Financial Bid and Price Schedule-Schedule-G in Part-III. The Financial Bid should be submitted as per FORMAT 13.

### **2.11 Preparation and Submission of Proposals**

2.11.1 All Proposals submitted must be duly signed and stamped by the Authorised representative of the Bidder.

2.11.2 The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Proposal to execute the Proposal. In case the Bidder is a Consortium, the Bidder must comply with the additional requirements for bidding as a Consortium as specified in Clause 2.12 of this RFQ Cum RFP.

2.11.3 The Bidder has to submit a signed copy of the RFQ cum RFP.

2.11.4 An Affidavit as per FORMAT 4 should be submitted along with the Proposal.

2.11.5 The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder or each of the Member (in case of Consortium) as the case may be as per FORMAT 5.

2.11.6 The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the single entity as the case may be as per FORMAT 6.

2.11.7 The Proposal shall be accompanied by the Resolutions from the Bidder / Member for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.

2.11.8 The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the RFQ Cum RFP. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this RFQ Cum RFP.

### **2.12 Additional Requirements for Proposals from a Consortium**

2.12.1 Consortium should comply with the following requirements:

- a. Wherever required, the Proposal should contain the information required for each Member of the Consortium and the Members should acknowledge the collective responsibility and the respective roles as Consortium members;
- b. The Proposal should include a description of the roles and responsibilities of each of its

Members;

- c. Members of the Consortium shall nominate one member as the Lead Member.
- d. The Lead Member will be nominated by the members of the Consortium through a power of attorney as per FORMAT 3.
- e. Subject to the sub-clause (a) above the Lead member shall authorize a representative (“Authorized Signatory”) on behalf of the Consortium, through a power of Attorney as per FORMAT 2. The authorized representative will sign the proposal, which would be legally binding on all the members of the Consortium.
- f. All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- and duly attested by a notary public.
- g. A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.



- 2.12.2 Members of the Consortium shall submit a Memorandum of Understanding (MoU) specific to this Project, for the purpose of submitting the Proposal as per FORMAT 7. The MoU shall be furnished on a non-judicial stamp paper of Rs. 100/-, duly attested by a notary public.
- 2.12.3 The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in FORMAT 8.
- 2.12.4 The Proposal shall be accompanied by an undertaking on the letter head of Lead Member (in case of Consortium) or single entity as the case may be as per FORMAT 6.
- 2.12.5 All witnesses and sureties shall be persons of status and probity and their full names, addresses and telephone numbers/mobile numbers shall be stated below their signature. All signatures in the Proposal documents shall be dated.

## 2.13 Bid Security

- 2.13.1 The Bidder is required to deposit, along with its bid, a bid security as specified in Data Sheet (the "Bid Security"), refundable not later than 240 (Two hundred and forty) days from the Proposal Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security.
- 2.13.2** The Bid Security should be in the form of FDR Pledged / Bank Guarantee in favor of 'Mission Director , NHM UP, Vishal Complex, 19-A Vidhan Sabha Marg, Lucknow', payable on any Scheduled Bank in Lucknow with **validity of 210 (days) from date of Bid submission date.**
- 2.13.3 The Bid Security shall be forfeited without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- a. If an Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP;
  - b. If an Bidder withdraws its Bid during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - c. In the case of the Selected Bidder, if it fails within the specified time limit -
    - i. to sign and return the duplicate copy of LOI;
    - ii. to sign the Agreement; or
    - iii. to furnish the Performance Security within the period of 30 (Thirty) days from the date of issue of LOI; or
  - d. As per any other relevant provisions of this RFQ Cum RFP and Agreement.

## 2.14 Sealing and Signing of Proposal

- 2.14.1 The Bidder shall submit one original and one Duplicate of Qualification Bid (sealed separately) in the format as provided in clause 2.10.2. The Bidder should also submit these documents in electronic form on a CD and seal it in an envelope and mark the envelope as “PART 1: Qualification Bid-RFQ Cum RFP for Selection of Hemodialysis Units Service Provider (HDU-SP) for 18 District Hospitals located at other than Divisional Headquarters in UP on in the State of Uttar Pradesh.
- 2.14.2 The envelope shall contain all the FORMATS provided in clause 2.10.2 along with supporting documents.
- 2.14.3 The Bidder shall submit and mark one original copy and one **Duplicate Copy** of Financial Bid (sealed separately) in the prescribed FORMAT 13 in a separate sealed envelope. The envelope containing Financial Bid shall clearly bear the following identification. “Part 2: Financial Bid – RFQ Cum RFP for Selection of Hemodialysis Units Service Provider (HDU-SP) for 18 District Hospitals located in Other than Divisional Headquarters in UP in the State of Uttar Pradesh.
- 2.14.4 The Bidder shall submit the Bid Security in a sealed envelope and mark the envelope as “Bid Security”.
- 2.14.5 The Sealed envelopes- Envelope-A and Envelope-B specified in Clauses 2.14.1, 2.14.2, 2.14.3 and 2.14.4 and specified below shall be placed in an outer envelope, which shall be sealed and marked as “RFQ Cum RFP for Selection of Hemodialysis Units Service Provider (HDU-SP) for 18 District Hospitals located in other than Divisional Headquarters in UP in the State of Uttar Pradesh”.

Envelope-A –Will contain the following two sealed envelopes.

- EMD- In a sealed envelope marked- EMD
- ORIGINAL Qualification Bid – In Sealed Envelope Marked “ORIGINAL QUALIFICATION BID”
- Duplicate Qualification Bid with CD.- In Sealed Envelope Marked “DUPLICATE QUALIFICATION BID”

Envelope-B- Will contain the following sealed envelopes:

- Original Financial Bid.- In a sealed Envelope Marked-“ORIGINAL FINANCE BID”
- Duplicate Financial Bid with CD.- In a Sealed Envelope Marked-“DUPLICATE FINANCE BID”

- 2.14.6 The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- 2.14.7 The Proposals and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposals.
- 2.14.8 The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.
- 2.14.9 All documents should be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) (loose form, etc. will be not accepted), either singularly or with several documents bound together. The Proposal should not include any loose papers.
- 2.14.10 The Proposal shall be signed and each page of the Proposal shall be initiated by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.
- 2.14.11 Each of the envelopes shall indicate the complete name, address, telephone number (with country and city code), e-mail, and facsimile number of the Bidder.
- 2.14.12 Each envelope shall be addressed to:

Mission Director, National Health Mission, UP, Vishal Complex, 19 A Vidhan Sabha Marg, Hazaratganj, Lucknow.

The Authority reserves the right to reject any Proposal which is not sealed and marked as instructed above and will assume no responsibility for the misplacement or premature opening of the Proposal.

## **2.15 Proposal due Date and Time**

- 2.15.1 Proposal should be submitted positively by 11:00 A.M Indian Standard Time (IST) on “**Proposal Due Date**” (the “Proposal Due Date”), as stated in the Data Sheet, at the address given in Clause 2.14.12 in the manner and form as detailed in this RFP. Proposals submitted in any other manner will not be accepted.
- 2.15.2 The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.19 uniformly for all bidders.
- 2.15.3 All such addendum shall be released on the Department website ([www.upnrhm.gov.in](http://www.upnrhm.gov.in)) and the Bidders are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums.

## 2.16 Late Proposals

- 2.16.1 Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened.

## 2.17 Modifications / Substitution / Withdrawal of Proposals

- 2.17.1 The Bidder shall submit the final proposal by the Proposal Due Date and Time. No Proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

## 2.18 Clarifications and Pre-Bid Conference

- 2.18.1 A prospective Bidder requiring any clarification on the RFQ Cum RFP documents may submit their queries and suggestions prior to the last date for receiving queries as specified in Data Sheet. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to.

S. No.	Page No.	Part of RFQ Cum RFP	Clause No.	Text provided in RFQ Cum RFP	Clarification sought with justification, if any

2.18.2 The Authority shall schedule a pre bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues for the Project, before submission of the Proposals. This would be common for all the Bidders.

**2.18.3** The Authority will respond to all the queries submitted by the prospective Bidders on or before the date specified in the “Data Sheet”. Such a response will be sent in writing to all the prospective Bidders who have purchased the RFQ Cum RFP and will qualify as an “Addendum.” Such Addendum shall also be hosted on the following website: [www.upnrhm.gov.in](http://www.upnrhm.gov.in) .

2.18.4 Bidders may note that the Authority will not entertain any deviations to the RFQ Cum RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFQ Cum RFP with all its contents including the draft Agreement. **Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.**

2.18.5 All correspondence/ enquiries should be submitted to the following in writing by fax/ post/ email/ courier: Mission Director, National Health Mission, Vishal Complex, 19-A Vidhan Sabha Marg, Hazaratganj, **Lucknow, and Uttar Pradesh, INDIA. E-mail: [mdupnrhm@gmail.com](mailto:mdupnrhm@gmail.com)**

**2.18.6** No interpretation, revision, or other communication from the Authority regarding this solicitation is valid unless in writing and signed by **Mission Director, National Health Mission, UP, Lucknow or his representative.**

## **2.19 Amendment of RFQ Cum RFP**

2.19.1 The Authority may modify the RFQ Cum RFP by issuing an Addendum before the Proposal Due Date.

**2.19.2** Any Addendum thus issued shall be part of the RFQ Cum RFP and shall be communicated in writing (through email / letter) to all the purchasers of the RFQ Cum RFP and will also be hosted on the following website: [www.upnrhm.gov.in](http://www.upnrhm.gov.in)

2.19.3 To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

## **2.20 Proposal Validity period**

2.20.1 Proposal shall remain valid for a period of 180 (One hundred and eighty) days from the Proposal Due Date. The Authority reserves the right to reject any Proposal, which does not meet the requirement.

## **2.21 Extension of Proposal Validity period**

2.21.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period which period shall not exceed 90 days from the original Proposal Validity Date. The request and the Bidder's responses shall be made in writing. The Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

2.21.2 The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

## **2.22 Right to Accept or Reject Proposal**

2.22.1 The Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

2.22.2 The Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or uncovered by/from a Bidder or any of its members (in case of Consortium).
  
- b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

- 2.22.3 This would lead to disqualification of the Bidder / Member for all the Projects wherein the Bidder (either as single entity or as part of another consortium) is present. If the Bidder is a Consortium, then the entire Consortium would be disqualified/ rejected. If such disqualification/ rejection occurs after the Financial Bids have been opened and the preferred Bidder gets disqualified/ rejected, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process. Notwithstanding the above, the Authority may debar / blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the Authority.
- 2.22.4 The Authority will issue a Letter of Intent (LOI) to the Selected Bidder/HDU-SP for the Project.
- 2.22.5 The Authority may accept a substantially responsive bid if it is providing any provisions which is equivalent to or better than asked for and which will not constitute a material deviation

## **2.23 Confidentiality**

- 2.23.1 Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Authority will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.24 Acceptance of Letter of Intent (LOI) and Execution of Agreement**

- 2.24.1 The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder(s)/HDU-SP.
- 2.24.2 Within 7 (seven) days from the date of issue of the LOI, the Selected Bidder(s)/HDU-SP) shall accept the LOI and return the same to the Authority. 7 days will be counted from the date of receipt of the letter by the bidder. Sending the letter by email provided in the Bid will be treated as receipt date of the LOI. The Selected Bidder(s)/HDU-SP shall take necessary steps including formation of SPV so as to ensure execution of the Agreement between the Operator and the Authority within 30 (thirty) days of acceptance of LOI. The Selected Bidder(s)/HDU-SP shall be party to the Agreement as a confirming party.
- 2.24.3 Stamp duty, if any, payable on the Agreement will be borne by the selected bidder.

- 2.24.4 The selected bidder shall be required to execute the Agreement with Schedules. The Selected Bidder shall be party to the Agreement as a confirming party. The Selected Bidder shall also execute such further documents and deeds as may be required (the “**Contract Documents**”). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes, as may be communicated in writing by the Authority at least 3 business days before the Proposal Due Date, without any reservation or condition.
- 2.24.5 In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.
- 2.24.6 The Authority will notify the Bidders whose Proposals have been unsuccessful.

## 2.25 Performance Security

- 2.25.1 The selected bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security as specified by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favor of **Mission Director, National Health Mission, UP, Uttar Pradesh** for a period of 5 years and 6 months (“Performance Security”) from the date of agreement. The Operator shall provide the Performance Security within the period expiring on the 30 (Thirtieth) day from the date of issue of LOI before executing the Agreement.
- 2.25.2 Till such time the Operator provides to Authority the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement. The Bid Security of the Selected Bidder shall be returned within 15 days of submission of the Performance Security by the Operator.
- 2.25.3 Failure of the Operator to comply with the requirements of Clause 2.24 and 2.25 shall constitute sufficient grounds for the nullification of the Agreement and forfeiture of the Bid Security.

## 2.26 Return of the Proposal and Bid Security

- 2.26.1 The Bid Security shall be returned, to unsuccessful Bidders within a period of 30 days from the date of announcement of the Selected Bidder except in cases where forfeiture is under consideration or due to unforeseen circumstances. In addition to the above, the Authority will promptly release all Bid Securities in the event the Authority decides to terminate the bidding process/proceedings or abandon the Project.



### **3 EVALUATION PROCESS**

#### **3.1 Opening of Proposals**

- 3.1.1 The Authority would open the Envelope-A- PART 1: Qualification Bid Proposal at 12:30 p.m. on the Proposal Due Date, at the place specified in Datasheet and in the presence of the Bidders who choose to attend.
- 3.1.2 The Envelope-B-PART 2: Financial Proposals will remain sealed and unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for their responsiveness to the RFP.
- 3.1.3 The following information will be announced at the Proposal opening in the presence of Bidders' representatives, and recorded:
- a) Bidder's names
  - b) Names of Consortium members
  - c) Particulars of the Bid Security
  - d) Any other relevant details
- 3.1.4 The Authority will subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this Section 3.in the following steps:  
The Authority will form a Proposal Evaluation Committee consisting of experts in the field of Hemodialysis, Bio Medical Engineering, Financial services, management and representatives of the Authority.

## **3.2 Evaluation of Qualification Bid**

3.2.1 In Stage I of Proposal Evaluation, the “Qualification Bid” as stated in Clause 2.10.2 submitted by the Bidders shall be checked for compliance with the requirements of the RFQ Cum RFP and eligibility to bid. Prior to evaluation of Financial Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if the Proposal satisfies the criteria stated below:

- a) The Proposal should be submitted with all the requirements of Qualification Bid as stipulated in Clause 2.10.2.
- b) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15.2
- c) The Proposal is signed, sealed and marked as stipulated in Clauses 2.14.
- d) The Proposal contains all the formats specified in this RFP.
- e) The Proposal contains all the information in Formats as specified in this RFP.
- f) The Proposal meets the eligibility criteria as set out in Clause 2.3.2.
- g) The Proposal contains the appropriate bid security documents as specified in Clause 2.13 and also the cost of bidding documents.

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

3.2.3 In case the Bidder is a Consortium, the Aggregate of Technical Capacity and Financial Capacity of each of its members, who have an equity share of at least 34% (thirty four percent) for Lead member and 20 % for other members of the such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

3.2.4 The following criteria shall be used for evaluation of the bids which meet the eligibility criteria set out in Clause 2.3.2.

The bids which meet the eligibility criteria set out in Clause 2.3.2 shall be first verified against the Compliance Matrix specified in Format – 16. Only those bids which comply with the criteria specified in the Compliance Matrix shall be evaluated. Bids which do not meet the criteria specified in Compliance Matrix shall be rejected and no further evaluation of those bids shall be carried out.

3.2.5 Notwithstanding anything mentioned to the contrary in the RFQ Cum RFP, the Authority reserves the right to reject any/all bids and/or the selection process even after opening of Qualification Proposal.

## **3.3 Evaluation of Financial Bid**

3.3.1 The Authority will open sealed Envelope containing ‘Financial Bid’ of only those Bidders, who qualify as per Clause 3.2.

- 3.3.2 The Financial Bid should be furnished as per FORMAT 13 clearly indicating the bid amount (% age Discount) in both figures and words and signed by Bidder's authorized signatory. In the event of any difference between figure and word, the % Discount indicated in words shall be taken into account.
- 3.3.3 Each bidder has to quote a single % age Discount for all the procedures applicable to all the Hospitals in the respective CLUSTER. The Bid Parameter is as defined below:
- The CGSH Rate as applicable to DELHI (Non NABH) on 31<sup>ST</sup> Aug 2016 will be the base rate. (REFER The following link <http://msotransparent.nic.in/writereaddata/cghsdata/mainlinkfile/File786.pdf>) This rate is fixed at Rs. 1400 for Seronegative Cases and Rs 1650 for Seropositive Cases inclusive of all consumables.
  - A uniform discount in (%age) over CGHS rates applicable to all the procedures mentioned above has to be quoted for each CLUSTER.
  - Evaluation- Evaluation will be carried out CLUSTER wise. The Bidder quoting the Maximum discount will be selected as L-1 Bidder for that CLUSTER and the contract will be awarded to the Bidder Quoting Maximum discount.

- 3.3.4 The Financial Bid of the Bidder should take into consideration all the expenses incurred or likely to be incurred for the full scope of work as described in Part – III in Schedule-A-Description of Services- of this RFQ Cum RFP.
- 3.3.5 The Financial Bid should be inclusive of all applicable taxes other than the Service Tax. Service Tax, if any, shall be payable by the Authority as per the prevailing rate on the date of invoice.
- 3.3.6 The Bidder who quotes the Highest Discount on the CGHS Base Rates shall be declared as the Selected Bidder (the “Selected Bidder”).
- 3.3.7 Escalation Clause: In case of any revisions in CGHS (Delhi, Non NABH) rates, the revised Base Rate will be applicable from the date of revision and the discount will remain the same as per financial Bid.
- 3.3.8 After selection, a Letter of Intent (the “LOI”) shall be issued, in duplicate, by the Authority to the Selected Bidder.

### **3.4 Clarifications for the Purpose of Evaluation**

- 3.4.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFQ Cum RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.
- 3.4.2 At any point in time during the bidding process, if required by the Authority, it is the Bidders’ responsibility to provide required evidence of their eligibility as per the terms of the RFQ Cum RFP, to the satisfaction of the Authority. The Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Authority reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

### **3.5 Contacts during Bid Evaluation**

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

### **3.6 Tie Bidders**

- 3.6.1 In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidders (“**Tie Bidders**”), 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. The bidders are suggested to quote for the discounts upto three decimals. If there is a tie even in three decimals the selected bidder will be decided by lottery.

## 4 FRAUD AND CORRUPT PRACTICES

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, , without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause 4 herein above and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Operator, 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, collusive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFQ or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, 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, collusive practice, undesirable practice or restrictive practices, as the case may be.

- b. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
1. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

2. **“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;
3. **“coercive practices”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process;
4. **“Collusive Practices”** means a scheme or arrangement between two or more Operators, with or without the knowledge of Authority , designed to influence the action of any party in the Bidding process;
5. **“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
6. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.

## 5 PRE-BID CONFERENCE

[Ref 2.18]

## 6 MISCELLANEOUS

1. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - consult with any Bidder in order to receive clarification or further information;
  - retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
4. Information contained in Format 16 is for intimation and knowledge of the Bidders.

## **7 APPENDICES**

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**FORMATS FOR PROPOSAL SUBMISSION****7.1 FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION**

(On the Letter head of the Bidder or Lead Member in case of a Consortium)

To,  
The Mission Director,  
HNM, UP, Lucknow

Subject: "Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh

Dear Sir/Madam,

With reference to your RFQ Cum RFP document dated \*\*\*\*\* I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Operator for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Hemodialysis Unit Services Provider (Operator) for the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify we/ any of the Consortium Members or our/their associates have not been barred by the Government of Uttar Pradesh, any other State Government or Union Territory or Government of India as on bid submission date from participating in any project, and the bar does not subsists as on the Proposal Due Date.
6. I/ We understand that you may cancel the bidding process at any time and



- that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.
7. I/ We believe that we/ our consortium satisfy(s) the Eligibility Criteria and meet(s) the requirements as specified in the RFP document.
  8. I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.
  9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates 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..
  10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
  12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  13. I/ We understand that the Consortium of Selected Bidder shall incorporate a Company under the Companies Act, 1956 (SPV) prior to execution of the Agreement.
  14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.
  15. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

16. I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.
17. I/We offer a Bid Security to the Authority in accordance with the RFQ cum RFP Document.
18. The EMD in the form of a Bank Guarantee from the Scheduled Commercial bank in the specified format is attached.
19. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/We shall keep this offer valid for 180 (One hundred and eighty) days from the Proposal Due Date specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.
22. I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or in contract execution.

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

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name & Designation of the Authorised signatory)

Name & Seal of Bidder/ Lead Member

**Witness 1:**

Name:

Signature:

**Witness 2:**

Name:

Signature:

## 7.2 FORMAT 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

### POWER OF ATTORNEY

Know all men by these present, we \_\_\_\_ (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr. / Ms. \_\_\_\_\_ R/o \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, \_\_\_\_\_ and \_\_\_\_\_ (please state the name and address of the members of the consortium) for **““Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh”** (the **“Project”**), including signing and submission of all documents and providing information / responses to Department of Medical, Health, Government of Uttar Pradesh, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till \_\_\_\_\_, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

(Name, Title and Address of the Authorized representative)

(Signature)

(Name, Title and Address)

#### Notes:

1. To be executed by the single entity or the Lead Member in case of a consortium.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executant(s).

4. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

### 7.3 FORMAT 3 POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

#### POWER OF ATTORNEY

Whereas the Mission Director NHM, UP on behalf of Director General (Medical and Health ) Department of Medical, Health & Family Welfare, Government of Uttar Pradesh (the Authority) has invited bids from interested parties for **““Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh ”** for a specified Agreement Period.

Whereas, M/s \_\_\_\_\_, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request For Qualification (RFQ) Cum Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the RFQ Cum RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s \_\_\_\_\_, M/s \_\_\_\_\_, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names of the members along with address of their registered offices) do hereby designate M/s \_\_\_\_\_(name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the consortium, to do on behalf of the consortium, all or any of the acts, deed or things necessary or incidental to the consortium’s bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the consortium in all its dealings with the Authority, or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

[Executant(s)]

(To be executed by all the members in the Consortium)

Note:-

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Appostille certificate

**7.4 FORMAT 4 AFFIDAVIT**

(To be furnished by the Bidder, in case of consortium to be given separately by each member)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s\_\_\_\_\_nor any of its directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned hereby certifies that neither our company/Society/Trust/LLP/Partnership firm M/S;.....nor any of its directors/President/Chairperson/Trustee is debarred / blacklisted by Govt of UP or any state Govt or govt. of India for any work on the date of closing date of submission of the bid.
4. The undersigned further certifies that
  - a) Our Company/Society/Trust ..... has not been punished for any offence and/or
  - b) The Director/President/Chairman/Trustee/Partner of our Company/Society/Trust/LLP/Partnership Firm.....has/has neither been convicted of any offence nor is/are any criminal case pending before any Competent Court.
  - c) We not have been found guilty and are not found to be involved in any pending /ongoing CBI Litigations.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Medical, Health & Family Welfare, Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Medical, Health & Family Welfare, Government of Uttar Pradesh,

Signed by an authorized Officer of the Company/Society/Trust /LLP / Partnership Firm:

Title of Officer:

Name of Company/Society/Trust/LLP/Partnership Firm:

Date:



**7.5 FORMAT 5: ANTI-COLLUSION CERTIFICATE**

(On the letter head of the single entity / each members of consortium)

**ANTI-COLLUSION CERTIFICATE**

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.

I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this .....Day of .....201\_.

Name of the Bidder.

Signature of the Authorised Representative

Name of the Authorised Representative

Note:

To be executed by the each member, in case of a Consortium

## 7.6 FORMAT 6: PROJECT UNDERTAKING

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

To:

Date:

Mr/Ms \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone:

Fax:

Subject: **“Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh**

Ref:

Dear Sir/Madam,

We have read and understood the Request For Qualification (RFQ) Cum Request for Proposal (RFP) in respect of the captioned Project provided to us by Department of Medical Health , Government of Uttar Pradesh

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Agreement, a draft of which also forms a part of the RFQ Cum RFP provided to us.

Dated this.....Day of .....201\_.

Name of the Bidder

Signature of the Authorised Representative

Name of the Authorised Representative

Note: To be signed by the Authorised Representative of the Lead Member, in case of a consortium, authorized to submit the bid

## 7.7 FORMAT 7: MEMORANDUM OF UNDERSTANDING (MoU)

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by notary \_  
public)

This Memorandum of Understanding (MoU) entered into this \_\_\_day of \_\_\_\_\_2015 at \_\_\_\_\_

Among \_\_\_\_ (hereinafter referred as "\_\_\_\_") and having office at \_\_\_\_\_, India  
Party of the First Part

And

\_\_\_\_ (Hereinafter referred as "\_\_\_\_") and having office at \_\_\_\_\_, India  
Party of the Second Part

And

\_\_\_\_ (Hereinafter referred as "\_\_\_\_") and having office at \_\_\_\_\_, India  
Party of the Third  
Part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS the Department of Medical Health , Government of Uttar Pradesh, has invited Qualification and Financial Proposal from entities interested in " **Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh** "

AND WHEREAS the Parties have had discussions for formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Parties shall carry out all responsibilities as Operator in terms of the Agreement.
2. The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the SPV shall become effective;
  - b. Party of the Second Part shall be the \_\_\_\_\_
  - c. Party of the Third Part shall be the \_\_\_\_\_
  
3. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not negotiate with any other party for this Project.
  
4. 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 Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
  
5. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:
 

First Party: Second Party:

{Third Party :}
  
6. The Parties commit that that the Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under this RFQ Cum RFP, shall hold at least 34% for Lead member and 20 % for other member of the consortium of the subscribed and paid up equity of the SPV and all other Members shall hold at least 20% each of the subscribed and paid up equity of the SPV for the entire Agreement period; provided that the Lead Member of the consortium shall at all times hold equity share capital of the SPV higher than the share capital held by any other member of the consortium.
  
7. The Parties undertake that they shall all the members of the consortium acknowledge and agree that they shall collectively, hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the end of Agreement Period.
  
8. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.
  
9. That this MoU shall be governed in accordance with the laws of India and

courts in Lucknow shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name)

(Designation) (Address)

Witness:

(Party of the second part)

(Party of the third part)

Note:

1. The mode of execution of the MoU 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. Also wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Memorandum of Understanding (MoU) executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the MoU is being executed. However, the MoU executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

## 7.8 FORMAT 8: BOARD RESOLUTIONS FOR BIDDING ENTITIES

### Format for Lead Member

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with\_\_\_\_\_, \_\_\_\_\_and \_\_\_\_ (name and address of the consortium members) for joint submission of bids to The Mission Director , National Health Mission, UP, Lucknow for **“Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh”** called the “Project”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorized to enter into an MoU, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of the Company as Lead Member .”

### Format for Members

“RESOLVED THAT approval of the Board be and is hereby granted to join the consortium

With\_\_\_\_\_, \_\_\_\_\_and \_\_\_\_\_ (Name and address of the Consortium members) for

Joint submission of bids to Mission Director, NHM, Lucknow, UP for ““Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh ”.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. \_\_\_\_\_(name), \_\_\_\_\_(designation) be and is hereby authorized to enter into an MoU with the consortium members and execute a power of attorney in favour of \_\_\_\_\_to act as the Lead Member”

## 7.9 FORMAT 9: UNDERTAKING FOR INDIVIDUAL MEMBERS

On the Letter head of the Legal Entity

Format for Lead Member

I/We \_\_\_\_\_ Hereby agree to join the consortium with\_\_\_\_, \_\_\_\_\_ And \_\_\_\_\_(name and address of the consortium members) for joint submission of bids to The Mission Director, NHM, UP, Lucknow for **““Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh ”** called the “Project”.

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners.

I/We also authorise Mr. \_\_\_\_\_(name),\_\_\_\_\_(designation) to enter into an MoU with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of the Company as Lead Member .”

Format for Members

I/We \_\_\_\_\_hereby agree to join the consortium with\_\_\_\_\_, \_\_\_\_\_and \_\_\_\_\_(name and address of the consortium members) for joint submission of bids to Mission Director, National Health Mission, UPfor **““Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh ”**.

I /We also approve the Memorandum of Understanding (“MoU) to be entered into with the consortium partners.

I/We also authorise Mr. \_\_\_\_\_(Name),\_\_\_\_\_(designation) to enter into a MoU with the consortium members and execute a Power of Attorney in favour of \_to act as the Lead Member”

Each member of the consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.

## 7.10 FORMAT 10: INFORMATION REGARDING BIDDER

### **Notes:**

1. Details to be provided for the Bidder / Lead Member / each member of consortium (in case of consortium)
2. Relevant registration certificates as required in Eligibility Criteria are required to be enclosed.

**Part 1:** Contact Information (In case of consortium bid, this should be filled up for each member of the consortium.)

1	Name of the Bidder or Member of Consortium	
2	Address of the Bidder or Member of Consortium	
3	Name of the person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone No. (with STD Code)	
7	E-Mail of the contact person:	
8	Fax No. (with STD Code)	

**Part 2:** Details regarding Statutory Registrations (in case of consortium bid, this should be filled up for each member of the consortium)

1	<p>Company Registration Number under Companies Act, 1965</p> <p>[Note: Applicable for Sole Bidder and Lead Member in case of Consortium. Also if any member of the consortium other than lead member is a company, this is required to be</p>	
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	provided]	
2	Registration number of not-for-profit/Section 25 companies/societies/trust/LLP / Partnership Firm provided by the appropriate registering authority under the relevant Act. (Only for members other than Lead Member of Consortium)	<ul style="list-style-type: none"> <li>▪ Name of consortium member #1:  Legal status of the member (company/society/trust/section 25 company/LLP/Partnership firm):  Registration Number:  Issuing authority:</li> <li>▪ Name of consortium member #2 (if applicable): Legal status of the member (company/society/trust/section 25 company/LLP/Partnership firm)Registration Number:  Issuing authority:</li> <li>▪ Name of consortium member #3 (if applicable): Legal status of the member (company/society/trust/section 25 company/LLP/Partnership firm)Registration Number:  Issuing authority:</li> </ul>
3	Service Tax Registration Number (For Sole Bidder or Prime Bidder in case of consortium)	
4	VAT Registration Number (For Sole Bidder or Prime Bidder in case of consortium)	
5	CST Registration Number, if applicable (For Sole Bidder or Lead Member in case of consortium)	

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any willful misstatement described herein may lead to disqualification of our bid or dismissal, if engaged.

Witness:

Bidder:

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

## 7.11 FORMAT 11: DETAILS OF PROJECT EXPERIENCE AGAINST ELIGIBILITY CRITERIA

### Part 1: Summary of projects meeting eligibility criteria

S. No.	Client Name	Value of Project (in INR Lakhs)	Project status (completed / ongoing)	Purchase Order issuance date (DD/MM/YYYY)	Date of Project Completion (if completed) (DD/MM/YYYY)	Is the project proposed against eligibility criteria? *
1						
2						
3						
4						
5						

The Bidder should provide the experience details of services provided at each location / State / country undertaken. The experience of the single entity's associate or consortium member's associates (who are not members of the consortium) will also be considered.

In case the Bidder is a consortium, the above information should be provided for each member and their associate (for whom the experience is claimed).

In role of member, specify whether single entity, or in case of consortium specify whether Lead Member or member.

Name of entity providing support:	Project cost:
Location: (country, state, districts):	No. of staff by category:
	Hemodialysis Unit:

Duration of project for providing HDU Services.		Profile of staff:  Summary of key staff (degree /diploma/ certificates with specific reference to project, training, number of years in employment, total relevant experience as a paramedic/ call center employee/ other specialize staff.)
Start Date:	Completion Date:	Name of associates, Consortium members (if any):
Details of government organization, funding organization or contracting agency for the project:		
Name of Senior staff (Project Director, Project Manager) involved and functions performed:		
Narrative description of project and the outcome:  (Including number of patients treated by Hemodialysis Units / no of procedures)		
Brief description of actual services provided:		
HDU details: <ul style="list-style-type: none"> <li>• Total Number of Hemodialysis Beds operated/managed</li> <li>• Total Number of Procedures operating in one year.</li> </ul>		

## Instructions:

1. A separate sheet should be filled for each Project where each of the above categorized project related services have been provided.
2. Role of Member would be single entity or in case of consortium would be Lead Member or member.
3. HDU project implemented or services provided for: Government Agency / Self or own company (parent company / group company). Details such as name, address and contact details need to be provided.

4. Project Cost should be provided. Date of successful completion / substantial completion should be provided.

**7.12 FORMAT 12 FINANCIAL CAPABILITY OF THE BIDDER/MEMBERS**

(TO BE SUBMITTED FOR EACH MEMBER IN CASE OF CONSORTIUM)

Name of Bidder/Member:.....

Role of Bidder/Member.....

**CERTIFICATE OF TURN OVER**

The Annual Turnover of M/S..... for the past three  
Financial Years is as given below and certified that this is true and correct.

S/N	FinancialYear	Turnover
01	2013-2014	
02	2014-2015	
03	2015-2016	

Average Turnover per Annum= Rs

Date:

Place:

|

Signature of Chartered Accountant.

Name:

Registration Number:

SEAL

Note:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor of the single entity or the consortium member.
2. The single entity or the consortium should provide the financial capability of its own / of the consortium members. Financial capability of the Bidder's / consortium members' Associates will also be considered for eligibility.
3. In Role of Member specify whether it is a single entity, Lead Member or member of the Consortium.

4. The Bidder along with consortium members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
5. For conversion of US Dollars to Rupees, the rate of conversion shall be the current applicable rate. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
6. The Bidder shall provide an Auditor's Certificate specifying the Revenue / Income/ Gross Receipts of the Bidder and its consortium members and also specifying the methodology adopted for calculating the same.
7. The members, including the Lead Member, whose financial capacity is evaluated for the purposes of qualification under this RFP, shall hold at least 34% (thirty four percent) for Lead member and 20 % for other members of the consortium of the subscribed and paid up equity of the SPV for the entire term of Agreement.
8. The Bidder shall attach the copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) Financial years as specified above.

**7.13 FORMAT 13 FINANCIAL BID- In Sealed Separate Cover.**

This will be opened only for Qualified Bidders and for Unqualified Bidders will be RETURNED UNOPENED.

(On the letter head of the Bidder/ Lead Member)

To,

The Mission Director,  
National Health Mission (NHM),  
Vishal Complex, 19-A, Vidhan Sabha Marg,  
Lucknow (U.P.)  
India,  
phone 0522-2237390,2236894

**Sub: "Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh**

Ref:

Dear Sir/Madam,

Having gone through this RFQ Cum RFP document and the draft Agreement and having fully understood the Terms and Conditions for the Project as set out in this RFQ Cum RFP, we are pleased to inform that we would charge the \_\_\_\_\_ amount from the Government of Uttar Pradesh as the fee for carrying out the activities envisaged in this RFQ Cum RFP document and draft Agreement for "**Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh**". The amount quoted above is inclusive of all taxes but exclusive of Service Tax. The above mentioned amount is inclusive of equipment procurement, equipment installation, Installation, commissioning of Dialysis Grade Water Purifiers/ RO, Deployment of Dialysis Helpline, operation and maintenance thereof and all the operations of the Hemodialysis Unit including manpower provisions and provisions of all consumables required as per RFP requirements.

We understand that purchaser will provide necessary space and assist in all documentations to get Electricity Meters, Water Connectivity etc.

We are attaching the PRICE ACTIVITY SCHEDULE as per FINANCIAL BID Schedule as available in Part-III.

Name of the Bidder / Consortium



Name & Signature of the Authorized Representative  
Enclosure- PRICE SCHEDULE as per Part-III

## 7.14 FORMAT 14 LETTER OF COMFORT AND UNDERTAKING FROM ASSOCIATE

(On the letter head of the Associate)

To,  
The Mission Director,  
National Health Mission (NHM),  
Vishal Complex, 19-A, Vidhan Sabha Marg,  
Lucknow (U.P.) India,  
phone 0522-2237390,2236894

Dear Sir,

Sub: **“Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh**

Ref:

We have read and fully understood the terms and conditions of the Request For Qualification Cum Request For Proposal (RFP) dated ..... and Addenda/ Corrigendum's thereto issued by you in connection with **“Selection of Hemodialysis Unit Service Provider (HDU-SP) in 18 District Hospitals Located in OTHER than Divisional Headquarters in Uttar Pradesh**

We are aware that ..... (Name of the Bidder) is an Bidder for the above Project and has claimed the support of our Technical Capacity / Financial Capacity to be eligible to bid for the same.

We hereby acknowledge and confirm that we are an Associate Company of  
..... (Name of the Bidder).

We understand that the word “Associate” in this context means, in relation to Bidder/ Consortium member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium member (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law ).

We also understand that in the case of indirect shareholding, the intervening companies in the chain of ownership shall also be Associate but the shareholding in each such company should be more than 50%.

We hereby acknowledge, confirm and undertake that we shall extend any and all necessary technical / financial support to ..... (Name of the Bidder) and shall, furthermore, be jointly and severally responsible for the fulfilment of any and all obligations of ..... (Name of the Bidder) towards its successful execution and operation of the Project, if awarded, including all obligations as may be incidental and consequential to the terms and conditions of the Agreement to be entered into amongst the Governor of Uttar Pradesh, ..... (Name of the Bidder) and the SPV to be formed by the Bidder as Operator. We further undertake to continue such technical / financial support till the satisfactory completion of all the obligations undertaken by ..... (Name of the Bidder).

We also hereby undertake that throughout the period of the said Agreement, we shall not allow the inter se shareholding between us ..... (Name of the Bidder) to be changed in such a way that the Associate Relationship between the Bidder/ consortium member and us comes to an end.

Furthermore, we acknowledge and undertake that on any breach of the obligations undertaken, the fulfilment whereof is required from ..... (Name of the Bidder) under the said Agreement or from us as per this undertaking, in the course of the operation of the Project, we shall be responsible jointly and severally for the consequences of such breach and you shall have the right to take such action against us as you may deem fit.

Dated:

For and on behalf of ..... (Name of the Associate)

(Signature of the Authorized Signatory)

Enclosed: Necessary Resolution of the Board of Directors of the Associat Company, authorizing execution of this undertaking shall be provided

## 7.15 FORMAT 15 Certificate from Statutory Auditor/ Company Secretary regarding Associate

1. In the event that credit is being taken for the Eligible Experience of an Associate, as mentioned in Clause 2.3.2, the Applicant should also provide a certificate in the format below:

### Certificate from Statutory Auditor/ Company Secretary regarding Associate<sup>1</sup>

Based on the authenticated record of .....(the Company/Applicant/ Consortium Member), this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of ..... (Name of the Associate/ Applicant/Consortium Member) is held, directly or indirectly<sup>2</sup>, by ..... (Name of Applicant/Consortium Member/Associate). By virtue of the aforesaid share-holding, the former/ latter exercises control over the latter/ former, who is an Associate in terms of Clause 2.3.1

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Applicant/ Consortium Member in the Associate or vice versa}

Name of the audit firm / Company Secretary: Seal of the audit firm:

(Signature, name and designation of Date: the authorized signatory).

2. it may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

<sup>1</sup>In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

<sup>2</sup> In the case of indirect share-holding, the intervening companies in the chain of ownership shall also be Associates but, the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

**7.16 Format 16: Compliance Matrix**

<b>SL</b>	<b>Eligibility condition</b>	<b>Supporting documents to be submitted by the bidder</b>	<b>Compliance (Yes / No)</b>
3.	<b><u>Legal Entity and Statutory Registrations</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
4.	<b><u>Turnover and Net Worth</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
5.	<b><u>Technical Capacity</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
6.	<b><u>Non - Blacklist</u></b> As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	As per details provided in sub section 2.3.2 under section 2.3 (Eligibility to Bid)	
7.	Compliance to Technical Specifications as per Annexure-I of Part-III	As per Specifications Part-III Annexure-I	
8.	Covering letter for proposal submission	FORMAT 1	
9.	Power of attorney for signing of proposal	FORMAT 2	
10.	Power of attorney for lead member of consortium, if applicable	FORMAT 3	
11.	Affidavit	FORMAT 4	
12.	Anti-collusion certificate	FORMAT 5	
13.	Project undertaking	FORMAT 6	
14.	Memorandum of understanding (MoU) of consortium members, if applicable	FORMAT 7	
15.	Board resolution for bidding entities (if applicable)	FORMAT 8	
16.	Undertaking for individual members (if applicable)	FORMAT 9	
17.	Information regarding	FORMAT 10	

<b>SL</b>	<b>Eligibility condition</b>	<b>Supporting documents to be submitted by the bidder</b>	<b>Compliance (Yes / No)</b>
	bidder(details of consortium members / sub-contractor(s) to be specified only if applicable)		
18.	Details of project experience against eligibility criteria and evaluation criteria	FORMAT 11	
19.	Financial capability of the bidder/members (to be submitted for each member in case of consortium where applicable)	FORMAT 12	
20.	Financial Bid	FORMAT 13	
21.	Letter of comfort and undertaking from associate, if applicable(on the letter head of the associate)	FORMAT 14	
22.	Certificate from statutory auditor/ company secretary regarding associate(if applicable)	FORMAT 15	
23.	Compliance matrix	FORMAT 16	
24.	Technical proposal forms	FORMAT 17	
25.	Format for bank guarantee for earnest money deposit	FORMAT 18	
26.	Format for bank guarantee for Performance Security	FORMAT 19	
27.	Manufacturer's authorization form	FORMAT 20	

### 7.17 Format 17: Technical Proposal Form

Bidder need to submit the proposal in line with the requirement as defined in RFP Part I, Part II and Part III and should duly submit technical literatures.

- The Bidder also need to provide compliance of all the Equipment as per following format –

SL	Item name	Minimum Quantity required	Quantity Offered	Deviations, if any
	Item 1:			
	Item 2:			
	Item 3:			

- 

SL	Minimum Specification required	Specification offered	Compliance (Yes / No)	Deviations, if any
	Item 1:			

- The Bidder also need to provide compliance of all the Manpower provisions as per following format –

S L	Staff Designation	Minimum Qualification and Experience required	Qualification and Experience of the offered staff	Number of Staff required	Number of Staff offered	Compliance (Yes / No)	Deviations, if any
	Staff 1						
	Staff 2						

## 7.18 Format 18: Format for bank guarantee for earnest money deposit

[To be issued by SBI or any Nationalised Bank or Indian Scheduled Commercial Bank]

Whereas .....  
 (hereinafter called the "tenderer") has submitted their offer dated .....for  
 the supply of .....(hereinafter called the  
 "tender") against purchaser's tender enquiry number .....

KNOW BY ALL MEN by these presents that WE .....of  
 .....having registered office at .....  
 are bound unto .....(hereinafter called the "Purchaser") in the sum  
 of .....for which payment will and truly to be  
 made to the said purchaser , the Bank binds itself ,its successors and assigns by these  
 presents. Sealed with Common Seal of the said bank this .....day of .....20....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity
  - (a) Fails to furnish the performance security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser upto the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in the demand the Purchaser will note that amount claimed by it is due to its owing to the occurrence of one or both the two conditions , specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 (forty five) days after the period of tender validity and any demand in respect of should reach the Bank not later than the above date.

.....  
 (Signature of the authorized officer of the Bank)

.....  
 Name and designation of the officer

.....  
 Seal, name and address of the Bank/Branch



**7.19 Format 19: Format for bank guarantee for Performance security**

[TobeissuedbySBIoranyNationalisedBankorIndianScheduledCommercialBank]

To,

The Governor of Uttar Pradesh

WHEREAS .....  
 (name and address of the Service Provider) (hereinafter called "the Supplier") has undertaken , in pursuance of contract number .....dated.....to supply (description of goods or services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.;

AND WEHERAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you , on behalf of the supplier , up to a total of .....(amount of guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument , any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract to be performed there under or of any of contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change , addition or modification.

The guarantee shall be valid until the .....day of....., 20....

.....  
 (Signature of the authorized officer of the Bank)

.....  
 Name and designation of the officer

.....  
 Seal, name and address of the Bank/Branch

**7.20 Format 20: Format of Manufacturer's authorization form-**

This is Non Exclusive and OEM may authorize more than one bidder

**Manufacturers'/Producers' Authorization Form- For Dialysis Machines, Dialyzer Re-processor , Defibrillator, Dialysis Chair and Water Treatment Plant.**

"This form has to be provided by the OEMs separately for each of the products proposed. For Example if an OEM is providing 3 different products then OEM has to issue product wise separate Manufacturers Authorization Forms (i.e. 3 MAF)"

No. & Date:

To:

OEM Authorization Letter

Dear Sir:

Ref: Your RFQ Cum RFP Ref: [\*] dated [\*]

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

a. Such Products as the may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and

b. In the event of termination of production of such Products:

i. Advance notification to the Authority of the pending termination, in sufficient time to permit the Authority to procure needed requirements; and

- ii. Following such termination, furnishing at no cost to the Authority, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract. We do agree to provide only New Equipment and we will not provide any Refurbished equipment against this project. We will provide necessary Test Certificates and date of manufacturing for the product.

Yours faithfully,

(Name)

(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.