



REQUEST FOR PROPOSAL

FOR

**SELECTION OF PARTNER AGENCY FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT OF HEALTH SECTOR PROJECTS OF GMDC-GVT IN GUJARAT**

VOLUME I: INSTRUCTIONS TO BIDDER

RFP Ref. No. GMDC-GVT/CSR/03/24-25

**RFP Issue Date:
September 13, 2024**

**Issued by
Gujarat Mineral Development Corporation-
Gramya Vikas Trust (GMDC-GVT)**

Ground Floor, GMDC – Annexe,
8, Mill Officer’s Colony, Behind La-Gajjar Chambers,
Ashram Road, Ahmedabad – 380009

E-mail: ceogvt@gmdcltd.co.in

Website: <https://www.gmdcgvt.org>

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Notice Inviting Tender (NIT)

Request For Proposal for Selection of Partner Agency for Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat

RFP Ref. No.: GMDC-GVT/CSR/03/24-25

Dated: 13/09/2024

- i. Gujarat Mineral Development Corporation- Gramya Vikas Trust (GMDC-GVT), invites Proposal from eligible organizations, having experience in providing similar services for a period of 3 (three) years which may be extendable by another term of 3 (three) years subject to the terms herein.
- ii. Interested Bidders may send their queries to CEO, Gujarat Mineral Development Corporation- Gramya Vikas Trust (GMDC-GVT), Ahmedabad at ceogvt@gmdcltd.co.in
- iii. The Bidders may download the Bid Documents from <https://gmdctender.nprocure.com>, <https://www.gmdcltd.com> and <https://www.gmdcgv.org>
- iv. The Bidders shall be solely responsible for checking above websites for any Corrigendum/Addendum/Amendment issued after publication of this NIT and take the same into consideration while preparing and submitting their Bids.
- v. The Bids must be submitted on <https://gmdctender.nprocure.com> on or before the Bid Due Date.

**Sd/-
CEO, GMDC-GVT
Ground Floor, GMDC – Annexe,
8, Mill Officer’s Colony, Behind La-Gajjar
Chambers,
Ashram Road, Ahmedabad – 380009**

DISCLAIMER

The information contained in this Request for Proposal ("**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Gujarat Mineral Development Corporation- Gramya Vikas Trust (GMDC-GVT), (referred to as "**Authority**") is provided to interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the Authority to interested parties who apply in response to this RFP. The purpose of this RFP Document is to provide Bidders with information that may be useful to them in the formulation of their Bid including financial offers and for no other purpose.

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

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

The issue of this RFP does not imply that the Authority is bound to select any Bidder(s) for the Project. The Authority reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

The Bidder shall bear all 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 for the same or for any other costs or expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and related processes.

Bid Data Sheet

Organization	Gujarat Mineral Development Corporation- Gramya Vikas Trust, GMDC-GVT
Circle	CEO, Gujarat Mineral Development Corporation- Gramya Vikas Trust, (GMDC-GVT) Ground Floor, GMDC – Annexe, 8, Mill Officer’s Colony, Behind La-Gajjar Chambers, Ashram Road, Ahmedabad – 380009
Vertical	Healthcare
RFP Reference No.	GMDC-GVT/CSR/03/2024-25
Name of Project	GMDC-GVT Health Sector Projects in the Mining Affected Areas of Gujarat
Name of Work	Selection of Partner Agency for Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat
Contract Period	3 years extendable by another period of 3 years
Bidding Type	Open Bidding Process
Tender Currency Settings	Indian Rupee (INR)
Joint Venture/Consortium	Not allowed
Amount Details	
Bid Processing Fee (INR)	Rs. 5,000/-
Bid Processing Fee Payable to	In favour of “GMDC Gramya Vikas Trust” payable at Ahmedabad Shall be in the form of Demand Draft from any of the scheduled commercial bank or nationalized bank having its branch in Gujarat
Bid Security /EMD (INR)	Rs. 50,000/-
Bid Security/ EMD in favour of Tender Dates	In favour of “GMDC Gramya Vikas Trust” payable at Ahmedabad Shall be in the form of Demand Draft from any of the scheduled commercial bank or nationalized bank having its branch in Gujarat
Bid Document Downloading Start Date	13-09-2024
Pre-Bid Meeting Date	23-09-2024 (03:00 PM) (Online + Offline Mode) Address: Gujarat Mineral Development Corporation ‘Khanij Bhavan’, 132 Ft. Ring Road, Near University Ground, Vastapur, Ahmedabad-380052
Issue of Corrigendum (If Any)	25-09-2024
Bid Document Downloading End Date	05-10-2024
Last Date & Time for Receipt/ Submission of Bids online	05-10-2024 (06:00 PM)
Last Date & Time for Receipt/ Submission of Technical Bids in Hard Copy	07-10-2024 (06:00 PM)

RFP for Selection of Partner Agency for Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat

Date of Preliminary Qualification & Technical Bid Opening	10-10-2024
Date of Technical Presentation	To be intimated later
Financial Bid Opening	To be intimated later
Bid Validity Period	120 days from the Bid Due Date
Submission of Technical Bid	<p>Technical Bid shall be submitted online at https://gmdctender.nprocure.com/ and Hard Copy of Technical Bid (with the bid document fee and EMD) shall be submitted in the office of</p> <p>CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT), Ground Floor, GMDC – Annexe, 8, Mill Officer’s Colony, Behind La-Gajjar Chambers, Ashram Road, Ahmedabad – 380009</p>
Submission of Financial Bid	<p>Bidder shall submit their Financial Bid in electronic format on website https://gmdctender.nprocure.com/ , after digitally signing the same. Offers which are not digitally signed will not be accepted.</p> <p>No Financial Bid in physical form will be accepted and if any such offer is received by the CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, will be outright rejected.</p>
Nodal Point of Contact from Gujarat Mineral Development Corporation Gramya Vikas Trust for any query and clarification	<p>Ms Veena Padia, CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT) Email ID: ceogvt@gmdcltd.co.in</p>

DEFINITIONS

- i) **“Authority”** shall mean Gujarat Mineral Development Corporation- Gramya Vikas Trust (GMDC-GVT), Ahmedabad, Gujarat.
- ii) **“Annual Management Fee”** has the meaning as set forth under Clause 1.5.11(d) of this RFP;
- iii) **“Applicable Approvals”** means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained (under Applicable Laws) from any Government (State Government and/or Central Government), and/or Statutory Authorities in connection with the performance of obligations hereunder (including undertaking the operation and maintenance of the Project) during the subsistence of the Concession Agreement;
- iv) **“Applicable Laws”** shall mean all laws, brought into force and effect by the Government of India or Government of Gujarat including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority/Statutory Authority (including but not limited to National Medical Commission) and judgments, decrees, injunctions, writs and orders of any court, applicable to this Project and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder; as may be in force and effect during the subsistence of the Concession Agreement;
- v) **“Associate”** has the meaning as set forth in the Clause 2.20(b) of this RFP;
- vi) **“Bid”** shall mean the response to this RFP and its amendments, the Bid submitted by the Bidder on or before the Bid Due Date;
- vii) **“Bid Due Date”** shall mean the final date for submission of Bid in accordance with the Clause 1.8 of this RFP;
- viii) **“Bidding Process”** has the meaning as set forth under Clause 1.7.1 of this RFP;
- ix) **“Bid Processing Fee”** has the meaning as set forth under Clause 1.7.4. of this RFP;
- x) **“Bidding Documents/Bid document”** shall mean this RFP including Instructions to Bidders and draft Concession Agreement;
- xi) **“Bid Evaluation Committee”** shall mean the committee constituted by the Authority for this Project for evaluation of the Bids received and for selection of the Successful Bidder;
- xii) **“Bid Security”** shall mean the amount of security furnished by the Bidder in the form of an unconditional and irrevocable bank guarantee/demand draft issued by a Scheduled Commercial/Nationalized Bank in India, as particularly stipulated in Clause 2.13.1 of this RFP;
- xiii) **“Bid Validity”** has the meaning as set forth under Clause 2.12.1 of this RFP;
- xiv) **“Bidder”** shall mean and refer to a legal entity eligible to submit its Bid in terms herein; provided however that such legal entity shall (for the purposes of being qualified/eligible to validly and legally submit its Bid in terms hereof) be limited to either a company incorporated under the Companies Act, 2013 or the Companies Act, 1956, or a Trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860, and no other entity (save and except as aforesaid entities) shall be deemed as qualified to submit its Bid in terms hereof;

- xv) **“Conflict of Interest”** has the meaning as set forth in the Clause 2.1.10 of this RFP;
- xvi) **“Concession”** shall mean the exclusive right, authorization and permission (same not amounting to grant of any interest/right to enjoy the whole or any part(s) of the Project Facility and/or GMDC-GVT Health Sector Projects) to undertake , operation, maintenance and management of the Project Facility against consideration of Management Fee payable to the Concessionaire during the Concession Period in terms hereof and particularly the Concession Agreement;
- xvii) **“Concessionaire”** shall mean and refer to the Successful Bidder who would undertake and implement its rights and obligations (pursuant to award of the Project in terms hereof) including without limitation the implementation of the Project in terms herein and particularly the Concession Agreement;
- xviii) **“Concession Agreement”** also referred hereto as **“Agreement”** shall mean the agreement to be executed between the Authority and Concessionaire for undertaking in terms of the Concession rights granted in terms thereof;
- xix) **“Effective Date”** shall mean the date on which the Parties shall have fulfilled their respective condition precedents in terms of the Concession Agreement;
- xx) **“Eligible Units”** has the meaning as set forth in the Clause 2.2 of this RFP;
- xxi) **“Financial Bid”** has the meaning as set forth in the Clause 2.10.1B of this RFP;
- xxii) **“Financial Capacity”** has the meaning as set forth in the Clause 2.2(d) of this RFP;
- xxiii) **“Good Working Condition”** shall mean that the operating condition of all the medical instruments and equipment [including machineries, fittings and fixtures] installed by the Authority in the Hospital premises, in terms hereof, conforms to and is as per the specifications [including purpose] prescribed by the manufacturer of such equipment/machineries;
- xxiv) **“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider and a person engaged in provision of clinical services and which *inter-alia* includes those practices, methods, specifications and standards of safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation, operation and maintenance and supervision of a project of the type and size similar to the Project;
- xxv) **“Gol”** shall mean Government of India;
- xxvi) **“GoG”** shall mean Government of Gujarat;
- xxvii) **“KPI or Key Performance Indicator”** shall mean the performance indicators as specifically set out for , operation, maintenance and management of GMDC-GVT Health Sector Projects;
- xxviii) **Performance Security”** has the meaning as set forth under Clause 2.31.1 of this RFP
- xxix) **Pre-Bid Meeting** meaning as set forth under Clause 2.14.1 of this RFP;
- xxx) **“Project”** shall mean and refer to , operations, maintenance and management of GMDC-GVT

- Health Sector Projects located at Lakhpat and Kawant talukas, for either facility or for both facilities together as the case may be, in accordance with the applicable guidelines, KPIs, the specifications and standards set out in respect thereof herein, Applicable Approvals, Good Industry Practice and Applicable Laws; as set out in terms hereof and more particularly in terms of the Concession Agreement;
- xxxix) **“Project Facility”** shall mean and include the GMDC-GVT Health Sector Projects located at Lakhpat and Kawant talukas, for either facility or for both facilities together as the case may be, and the assets created during /equipment /machineries /fittings /fixtures installed therein;
- xxxixii) **“Qualified Bidder”** shall mean the Bidders who have been qualified for opening of their Financial Bid as per the terms of this RFP;
- xxxixiii) **“Second Round of Bidding”** has the meaning as set forth in the Clause 3.9 of this RFP;
- xxxixiv) **“Statutory Authority”** shall mean Government, quasi-Government, administrative, judicial, public or statutory body, department, instrumentality, agency, authority, board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Concessionaire of its obligations hereunder;
- xxxixv) **“Subject Person”** has the meaning as set forth in the Clause 2.1.10 of this RFP;
- xxxixvi) **“Successful Bidder”** shall mean the Bidder whose Bid is determined by the Authority as responsive in terms hereof and selected by the Bid Evaluation Committee (subject to and in accordance with terms of the RFP) for award of the Concession rights for undertaking the Project in terms hereof and particularly the Concession Agreement;
- xxxixvii) **“Tie Bidders”** has the meaning as set forth in the Clause 3.8 of this RFP;

1 INTRODUCTION

2.1 Background

Gujarat Mineral Development Corporation Ltd. (GMDC) is one of India's leading mining and mineral processing companies. For more than six decades, GMDC has been engaged in the development of the ample mineral resources of the state. GMDC ranked 469th among India's Fortune 500 Companies (2023) and among the Top-5 organizations by market capitalization in the mining sector. GMDC is India's second largest Lignite producing company. GMDC is a leader in Lignite exploration and supply in Gujarat. Mining lignite from deposit rich areas across the state, GMDC markets it to various high growth industries, including textiles, chemicals, ceramics, bricks, and captive power.

GMDC's mining activities are spread across the state of Gujarat in Kutch, Devbhoomi Dwarka, Panchmahal, Bhavnagar, Bharuch, Surat and Chhotaudepur districts. It currently mines Lignite, Bauxite, Manganese, Ball Clay, Silica Sand, Bentonitic Clay and Limestone. It has five (5) operational lignite mines and six (6) upcoming lignite mines. GMDC also value adds to minerals through works such as pyrite removal from lignite, beneficiation of bauxite, and beneficiation of Low-Grade Manganese. The Company has set up 2 x 125 MW lignite based Thermal Power Station at Nani Chher in Kutch as a forward integration, wind power plant of 200.9 MW at Maliya, Jodiya, Godsar, Bhanvad, Bada, Verbal, Rojmal and Solar Power plant of 5 MW at Panandhro Project.

Believing and practicing the culture of accountable governance, GMDC established Gramya Vikas Trust on 7th January 1991 as Public Trust with Section 12A and 80G, registered under The Income Tax Act, 1961 for various developmental activities. GMDC-Gramya Vikas Trust (GMDC-GVT) works with the vision to enhance the quality of life of communities living in the GMDC active regions through innovative partnerships/programs, strategic collaborations, and stakeholder engagement. The GMDC-GVT activities have extensive geographical coverage, and its functional area spans villages in Bharuch, Bhavnagar, Chhotaudepur, Devbhumi Dwarka, Kutch, Panchmahals, and Surat district.

GMDC-GVT operates in a complex ecosystem to implement various social development projects under different thematic areas of the list prescribed under Schedule VII of The Companies Act, 2013. GMDC-GVT has developed, tested, and replicated innovative solutions to address longstanding social issues prevalent in the remote locations where GMDC is operational.

GMDC-GVT focuses on several key areas of development, including education, healthcare, livelihoods, women's empowerment, and environmental sustainability. The organization works closely with local communities and stakeholders to identify their needs and priorities and designs its projects and initiatives accordingly. One of the key thrust areas of GMDC-GVT is strengthening healthcare in areas of its operations - addressing gaps by improving access & availability.

GMDC-GVT has identified 2 healthcare projects in Gujarat for improvement of healthcare services to the population living in the catchment areas of GMDC's project operations.

Project 1 - Akrimota Thermal Power Station (ATPS) Hospital, Nani Chher, Lakhpat, Kutch, Gujarat

1. Akrimota Thermal Power Station (ATPS) at Lakhpat is situated in the western most part of Kutch district on the banks of Kori Creek (150 kms from Bhuj). Currently there is a hospital setup within ATPS Plant which needs revival. The existing hospital serves as a crucial source of medical

and healthcare assistance for individuals residing in ATPS residential communities, as well as the surrounding region within a radius of 20 km. However, the healthcare indicators in this area have been extensively documented as services requiring significant improvement with service assurance, characterized by limited access to healthcare services and persistent concerns regarding the availability of advanced medical facilities.

2. Patients in need of specialized care and diagnostic services are compelled to travel to Bhuj, resulting in significant treatment delays and, in some unfortunate cases, even loss of lives. Hence, it is imperative to expedite the transformation of ATPS Hospital into a higher-order medical center capable of providing comprehensive care without the necessity of transferring patients to distant secondary care centers.

3. This urgent upgrade should be approached systematically and cost-effectively through the implementation of a hybrid healthcare service delivery model, combining limited onsite care provisions with the efficient utilization of information and communication technology (ICT) and Teleconsultation with specialized Doctors. Such an integrated approach will optimize healthcare delivery, ensuring that patients receive timely, quality, and appropriate care while minimizing the need for long-distance transfers.

4. The nature of the project is envisaged to be Up-gradation of infrastructure, in order to enhance functionality, improve efficiency, and introduce essential new medical services.

5. GMDC- GVT intends to upgrade the existing infrastructure by outsourcing its operations and maintenance (O&M) to a reliable partner. This strategic decision aims to optimize resource utilization and ensure the provision of high-quality healthcare services.

6. GMDC- GVT intends to setup a multi-specialty hospital up to 20-25 beds including ICU facility ATPS colony in Lakhpat block of Kutch district. The current facility is spread out in 17,000 sq feet area with 22 rooms. To start with the hospital can be refurbished and set up in existing facilities as per the suggestion of the finally selected agency in consultation with GMDC Team.

Current Status of ATPS Hospital, Nani Chher,

The present infrastructure is spread in 17000 sq. feet with 22 Rooms (2 OPDs, 2 Pharmacy store, 1 Pharmacy, 2 Store, 1 dressing room, 1 Nursing Ward, 1 ECG, 1 X-ray, 1 audiometry, 1 laundry, 1 burn, 1 scrap, 1 driver). The hospital has 16 medical equipment with two MBBS Doctors.

Below is the layout of existing hospital:



Project 2 - GMDC Health & Maternity Clinic at Fluorspar Project-Kadipani, Chhota Udepur District, Gujarat

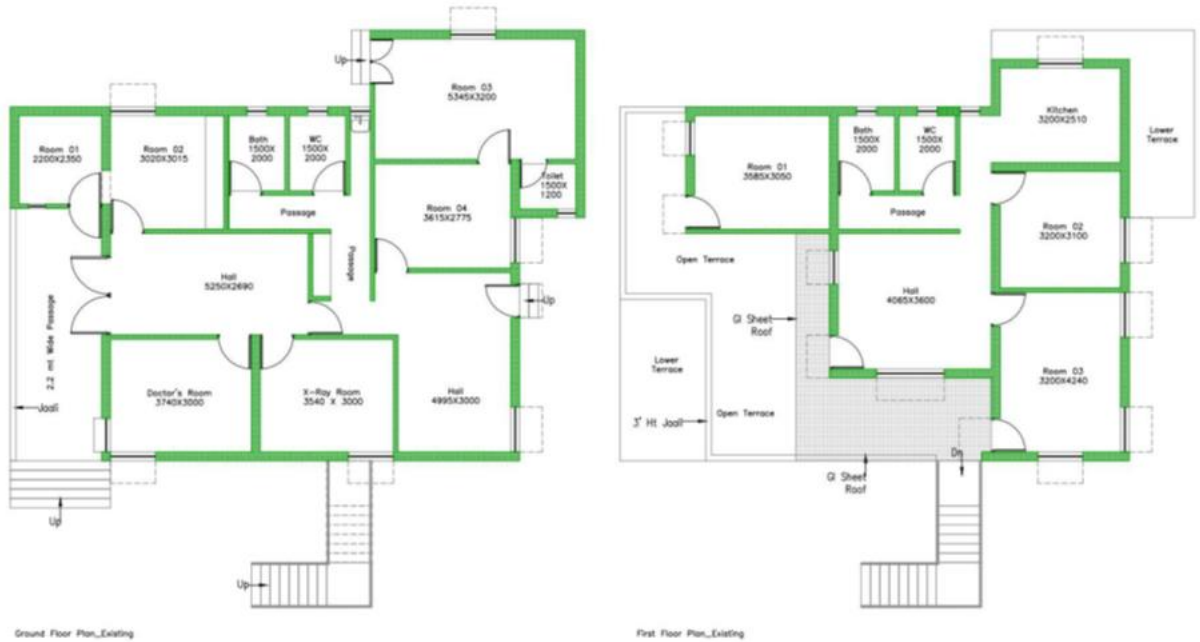
1. GMDC’s Fluorspar project is located in Kadipani situated in Chhota Udepur district which is predominantly a tribal area and is at the distance of 45 km from Chhota Udepur. It has 19 directly affected & indirectly affected villages. Being in remote location, it is difficult to get quality healthcare facilities for the staff working at the Fluorsparnagar colony at Kadipani Location. About 218 project staff are residing in the GMDC colony and the population of directly and indirectly affected area is about 32,000 in 19 villages while Kawant block is 15 km from Kadipani and has total population of 2,10,500.
2. Currently, GMDC has the non-operational dispensary unit located outside the GMDC Colony next to the PHC-Kadipani. Services at Kadipani are limited and patients are sent to Kawant CHC (15 kms far-away) or private facilities at Chhoutaudepur/Vadodara for services such as x-ray and sonography, pathology testing related to kidney or viral infections such as dengue.
3. The existing dispensary unit has Ground Floor and First Floor. The GMDC Health Clinic brings health care facilities in the surrounding area near to their village (with in the distance of 4-5 Km Range) that otherwise do not have practical access to health services. The GMDC Health Clinic will also help to lessen the burden on public health centers and support these services as increased demand outstrips the capacity of existing Health Centers.
4. GMDC Health Clinic’s primary objective is to provide primary and preventive healthcare services and maternal health services at the Kadipani Project Location for the GMDC staff deputed

at the Project location, healthcare services at the doorstep of communities residing in the far-flung and remote area of Kawant Block in Chhotaudepur district.

Existing Infrastructure of GMDC Dispensary at Kadipani, Kawant Taluka, Chhotaudepur District

The total area of GMDC Dispensary at Kadipani is of 2000 sq. feet. The ground floor unit has Doctor room, X-ray room, 4 rooms, 2 Halls, WC and Bathroom. The first floor has 3 BHK Quarter for Doctor/Staff.

The layout of the existing dispensary unit is as below:



2.2 Contents of this RFP

1.2.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Volume I	
Section: 1	Introduction
Section: 2	Instructions to Bidders
Section: 3	Criteria for Evaluation of Bids
Section: 4	Fraud & Corrupt Practices
Section: 5	Miscellaneous
Section: 6	Appendices
Volume II	Draft Concession Agreement

2.3 Objective of the Project

GMDC-GVT operates in a complex ecosystem to implement various social development projects under different thematic areas of the list prescribed under Schedule VII of The Companies Act, 2013. GMDC-GVT has developed, tested, and replicated innovative solutions to address longstanding social issues prevalent in the remote locations where GMDC is operational.

GMDC-GVT focuses on several key areas of development, including education, healthcare, livelihoods, women's empowerment, and environmental sustainability. The organization works closely with local communities and stakeholders to identify their needs and priorities and designs its projects and initiatives accordingly. One of the key thrust areas of GMDC-GVT is strengthening healthcare in areas of its operations - addressing gaps by improving access & availability.

Through this RFP, the Authority wishes to appoint a partner agency to operate, maintain and manage GMDC-GVT Health Sector Projects located at Lakhpat and Kawant talukas, **for either facility or for both facilities together** as the case may be, for a period of 3 (three) years in accordance with the terms and condition of the Concession Agreement. (“**Project**”).

2.4 Overview of the Project

- 1.4.1 The Authority now wishes to select through a single stage transparent and competitive Bidding Process, an eligible and qualified partner agency for award of the Project.
- 1.4.2 The Project will be subject to all applicable statutes/ rules/ guidelines which apply to establishing and operating similar facilities which offer primary health services in the state.

2.5 Scope of the Project

- 1.5.1 The Concessionaire shall be responsible for operations, maintenance and management of the Project Facility and provide Health Care Services for a concession period of 3 (three) years commencing from the date of Project Commissioning (the “**Concession Period**”).
- 1.5.2 The Concessionaire shall i) refurbish the existing space, procure and install all equipment, furniture, fittings and fixtures and make the premises ready for offering Healthcare Services; ii) identify, recruit and train all qualified manpower for operations and iii) operate and maintain the GMDC-GVT Health Sector Projects as per the agreed standards and SOPs for the Concession Period. The Scope of Services is provided in APPENDIX – X.
- 1.5.3 The Authority may in its sole discretion, subject always to the Concessionaire not being in any material default of its obligations hereunder and particularly the Concession Agreement, may consider granting extension of Concession Period on such terms as the Authority would then deem appropriate. An escalation of 5% annually would be applicable on the management fee payable to the Successful Bidder during the period of the contract.
- 1.5.4 Notwithstanding anything to the contrary contained herein such extension shall always be subject to the condition that the Authority shall not have decided to close the Project Facility to serve larger public good or the Project Facility has not been reduced to non-operational condition owing to Force Majeure or other events beyond Authority’s and/or Concessionaire’s reasonable control.
- 1.5.5 The Bidder will provide, medical and clinical services as specified under **Appendix X** of this

- RFP (the “**Healthcare Services**”), without levying, collecting and appropriating any user fee from users/patients.
- 1.5.6 The Concessionaire shall deploy minimum required clinical and non-clinical staffs as mentioned in the **Appendix X** of this RFP.
- 1.5.7 The Authority shall in terms hereof and more particularly the Concession Agreement, reimburse the cost incurred towards, procurement of medical equipment and furniture and fixtures as required for Project facility(s) as per the provision of the Concession Agreement.
- 1.5.8 The Authority either directly or through appointed representatives, carry out regular review of the Project Facilities along with Financial and Accounting Audits at least twice every year to ensure that desired services are being provided.
- 1.5.9 The Concessionaire shall ensure that the medical and non-medical personnel appointed/engaged have the minimum qualification and experience as prescribed in the Concession Agreement.
- 1.5.10 The Concessionaire shall set up and maintain an IT based MIS to capture data related to patients, diagnostics and medicines for the purpose of recording and maintaining the information as required by the Concession Agreement and for the purpose of performance monitoring.
- 1.5.11 The Concessionaire shall be responsible for the operation and maintenance of all movable and immovable assets of the Project Facility in Good Working Condition and abide by the existing policies of the Government and Applicable Laws and applicable approvals.
- (a) The Authority shall reimburse to the Concessionaire, the cost of the GMDC-GVT Health Sector Projects on a pre agreed basis, as per the feasibility assessment and market estimates undertaken by the Authority.
- (b) The Concessionaire shall provide an annual operating plan for the Project detailing the activities and costs involved and take prior approval of the Authority before the start of the operating year.
- (c) The Authority shall reimburse all operating and maintenance costs of the Project on production of bills and supporting documents on a monthly basis, subject to the annual ceiling agreed in the annual operating plan for the year.
- (d) The Authority shall pay to the Concessionaire an annual management fee (the “**Annual Management Fee**”) for operation, maintenance and management of the Project Facility, in equal quarterly installments, Each such quarterly installment shall be payable within thirty days from the expiry of the relevant quarter. It is clarified that the Annual Management Fee shall include all indirect costs incurred by the Concessionaire for day-to-day supervision and regular monitoring of the Project. The Reimbursable Component and Salary Component shall not be part of the Annual Management Fee.
- (e) The Annual Management Fee mentioned above shall be exclusive of the GST or any other applicable taxes which shall be payable as per applicable laws over and above the same.
- (f) In the event of non-performance/non-observance/breach of the KPIs by the Concessionaire, the Authority shall levy and Concessionaire shall be obligated to pay

to Authority liquidity damage in the manner and at the rate as particularly set out in the Concession Agreement. In this regard, it is stated that such liquidity damage shall be recoverable from the Annual Management Fee payable to the Concession in terms hereof.

2.6 General Terms

- 1.6.1 The Authority invites bids comprising Technical Bid and Financial Bid from interested Bidders for selection of Successful Bidder for award of the Project.
- 1.6.2 A Bidder is allowed to submit only 1(one) Bid.
- 1.6.3 The Bidder shall be required to prepare separate financial bids in the format under **APPENDIX IX** (hereinafter referred as "**Financial Bid**") of this RFP.
- 1.6.4 The selection of the Successful Bidder for the Project shall be on the basis of evaluation methodology described in Clause 3.1 of this RFP.
- 1.6.5 The Draft Concession Agreement to be entered into between the Authority and the Successful Bidder, with respect to the Project, is enclosed as a part of this Bidding Document.
- 1.6.6 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concessionaire to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

2.7 Brief description of the Bidding Process

- 1.7.1 The Authority invites Technical Bids and Financial Bids through e-procurement as described under Clause 2.16 of this RFP from interested Bidders for selection of Preferred Bidder for the Project. The Authority has adopted a single stage two-envelope process (collectively referred to as **the "Bidding Process"**) for identification of the Preferred Bidder. However, the bidder has to submit the hard copy of the technical bid to the GMDC-GVT office along with the Bid Processing Fees and EMD. Under this system the Technical Bid and the Financial Bid are to be uploaded separately on e-tender portal for selection of the Preferred Bidder for the Project in terms hereof. In the first stage, a technical evaluation of the Technical Bids submitted by the Bidders will be carried out as specified in Section 3 of this RFP. Based on this technical evaluation, a list of technically qualified Bidders shall be prepared as specified in Clause 3.5.2 of this RFP. Thereafter, the Financial Bids of the technically qualified bidders will be opened for financial evaluation in accordance with Clause 3.6 of this RFP.
- 1.7.2 The Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority. All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in Clause 1.8 of this RFP for submission of Bids on or before the Bid Due Date.

- 1.7.3 The Bid Documents can be downloaded from the web site **gmdctender.nprocure.com**
- 1.7.4 The Bidders shall, towards cost of Bid document pay a non-refundable amount as mentioned in the **Bid Data Sheet** (the **“Bid Processing Fee”**) to the Authority by way of a demand draft in favour of **“GMDC Gramya Vikas Trust” payable at Ahmedabad** drawn on a Scheduled Commercial Bank, and payable at Gandhinagar. In case of failure on part of such a Bidder to do so, its Bid shall be summarily rejected.
- 1.7.5 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date.
- 1.7.6 A Bidder is required to deposit, along with its Bid, a bid security as mentioned in the **Bid Data Sheet** (the **“Bid Security”**). The Bid Security shall be refundable to unsuccessful Bidders not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Successful Bidder who’s Bid Security shall be retained till the date of Project Commissioning. The Bidders will provide Bid Security in the form of a demand draft/Bank Guarantee drawn on any Scheduled Commercial Bank of India, as more particularly provided under Clause 2.13 acceptable to the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.7.7 A Concession Agreement will be entered between the Authority and the Concessionaire for undertaking the Project. Subject to the provisions hereof, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. The provisions/amendments stated in the addenda shall take precedence over the provisions of the RFP Document, in case there is a conflict.
- 1.7.8 The Bidding Documents include the draft Concession Agreement(s) for the Project and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, by the Authority shall be deemed to form part of the Bidding Documents.
- 1.7.9 Any queries or request for additional information concerning this RFP shall be submitted in by e-mail to the officers designated in Clause 2.10.2. The communication shall clearly bear the following identification/ title:
“Queries/Request for Additional Information: RFP for “Selection of Partner Agency for Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat”.
- 1.7.10 At any point in time prior to the signing of the Concession Agreement with the Successful Bidder the Authority can cancel the Bidding Process for the Project without giving any reason whatsoever. In such case the Bid Security shall be returned within 2 months from the date of cancellation of the Bidding Process.

2.8 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following bidding schedule:

S No	Event Description	Date
1	Availability of RFP for download from the website gmdctender.nprocure.com , www.gmdcltd.com and www.gmdcgvt.org	13.09.2024
2	Last date of receiving queries to CEO at ceogvt@gmdcltd.co.in through Email	23.09.2024
3	Authority's response to queries latest by	25.09.2024
4	Bid Submission Due Date online	05.10.2024 (06:00 PM)
5	Date of submission of original copy of Bid Processing Fee, Bid Security and Technical Bid to the GMDC-GVT Office	07.10.2024 (06:00 PM)
6	Opening of Preliminary Qualification & Technical Bid	10.10.2024
7	Technical Presentation	To be intimated later
8	Opening of Financial Bid	To be intimated later
9	Date of issuing of Lol	To be intimated later
10	Date of signing of Concession Agreement	To be intimated later

The above schedule is tentative and the Authority reserves the right to modify the said schedule at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Further, the Authority reserves the right to hold, in its sole and absolute discretion, more than one Pre-Bid Meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

2 INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

2.1 General Terms of Bidding

- 2.2.1 The Authority invites online Bids comprising Technical Bid and Financial Bid (hereinafter defined as the "e-Bid") from interested Bidders for selection of Preferred Bidder for the Project.
- 2.2.2 A Bidder is not allowed to submit more than 1 (one) Bid for the Project. A Bidder bidding shall not be entitled to submit another bid either individually or as a member of any other entity, as the case may be.
- 2.2.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the Draft Concession Agreement shall have overriding effect and shall prevail over the terms of this RFP, to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Concession Agreement.
- 2.2.4 The Bidder shall submit a copy of the RFP document, along with any amendments, duly stamped

and signed by its authorized signatory and shall enclose the same with the Technical Bid. The Bidder shall submit a notarized power of attorney as per the format at **APPENDIX VI**, authorizing the signatory of the Bid to commit the Bidder.

- 2.2.5 Any entity which has been barred from participating in any project by the Central/State Government, or any entity controlled by it, and the bar subsists as on the date of Bidding, it would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform under any contract, as evidenced by imposition of a penalty by a arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 2.2.6 The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.
- 2.2.7 The Bids submitted by the Bidders shall be unconditional and unqualified. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.2.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.2.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.8 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.
- 2.2.10 A Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or/and the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- (i) the Bidder, its Associate (or any constituent thereof) and any other Bidder, 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, 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, or Associate, as the case may be) in the other Bidder, 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 2(72) of the Companies Act, 2013/Section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.9 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another 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 Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.

2.2.11 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 in any manner for matters related to or incidental therewith to the Project during the Bidding Process or subsequent to the (i) issue of the Lol or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Concessionaire, as the case may be, after issue of the Lol or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the Lol or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security, which the Authority may have there under or otherwise, the Lol or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder/Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Commercial Operations Date of the Project.

2.2.12 This RFP is non- transferable.

2.2.13 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

- (a) The Bidders shall be either a company incorporated under the Companies Act, 2013 or the Companies Act, 1956, or a Trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860, and no other entity (save and except as aforesaid entities) shall be deemed as qualified to submit its Bid in terms hereof.
- (b) Bidder shall be a single entity. Consortium of entities shall not be allowed to participate in this Bid.
- (c) The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest is liable to be disqualified at any stage.
- (d) To be eligible for qualification, the Bidder shall fulfill the following conditions of eligibility:

Technical Capacity

The Bidder should, as on Bid Due Date, have

- (a) Experience of at least last 3 years (2023-24, 2022-23 and 2021-22) in operation, maintenance and management of health center/health clinic/health clinic services having engagement of at least 1 (one) such facilities (**referred to as the “Eligible Units”**) and which shall be operational as on the Bid Due Date of this Bid.
- (b) The Bidders should have engagement of minimum 10 MBBS doctors under its current operation.
- (c) The Bidders should have experience of operating telemedicine/POC device/new technologies/ HMIS.

Financial Capacity:

The Bidder shall have a minimum Average Annual Turnover of Rupees 5 (five) crores (the **“Financial Capacity”**) from healthcare operations in last 3 financial years (FY 2023-24, FY 2022- 23 and FY 2021-22).

Note:

- a) A Bidder may use the credentials of its Associates for the purposes of qualification under this RFP, provided however that the Bidder shall ensure that such Associate of Bidder continue to remain its Associate throughout the Concession Period.
- b) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the **“Associate”**). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- 2.2.1 In case of Society/Trust, certificate of annual Turnover certified by a practicing Chartered Accountant must be submitted along with the Bid(s). In case of Company, certificate of annual Turnover certified by the Statutory Auditor must be submitted along with the Bid(s). Turnover for the purpose of this RFP shall mean:
- i. In case of a **Society/Trust**: the income related to healthcare related activities of the Society/Trust i.e., grants/donations/related services/interest etc. as provided in income and expenditure account of the entity.
 - ii. In case of a **Company**: gross sales or gross revenue from healthcare related activities, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India (ICAI).
- 2.2.2 **Litigation History**: The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A history of award(s) against the Bidder may result in rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.
- 2.2.3 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request.
- 2.2.4 The following conditions shall be adhered while submitting the Bid:
- (a) Bidders shall attach clearly marked and referenced continuation sheets in the event the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
 - (b) Information supplied by a Bidder must apply to the Bidder unless not specifically requested, to other associated companies or firms.
- 2.3 Bid and other costs**
- The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.4 Site visit and verification of information**
- 2.4.1 Bidders are encouraged to submit their respective Bids after visiting the respective talukas where the GMDC-GVT Health Sector Projects are planned to be established and ascertain themselves with the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- 2.4.2 It shall be deemed that by submitting the Bid, the Bidder has:
- a. made visit to the Project Sites in Lakhpat and Kawant, and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state;

- b. made a complete and careful examination of the Bid Document including Draft Concession Agreement;
- c. received all relevant information requested from the Authority;
- d. accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4 above; and
- e. Satisfied itself about all matters, things and information including matters referred to in Clause 2.4 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.
- f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
- g. acknowledged that it does not have a Conflict of Interest; and
- h. agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.5 Appendices to this RFP

2.5.1 The following are the appendices attached as a part of this RFP:

Appendix I	: Checklist
Appendix II	: Letter Comprising the Bid
Appendix III	: Details of the Bidder
Appendix IV	: Technical Capacity of the Bidder
Appendix V	: Financial Capacity of the Bidder
Appendix VI	: Power of Attorney for signing of Bid
Appendix VII	: Litigation History
Appendix VIII	: Format for Bid Security
Appendix IX	: Format for Financial Bid
Appendix X	: Scope of Services

2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax or e-mail specified under Clause 2.10.2 of this RFP. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.8. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date.

- 2.6.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The Authority shall not take any responsibility for postal or any other delay in response.
- 2.6.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Any verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.7 Amendment of RFP

- 2.7.1 At any time prior to the Bid Due Date, the Authority in the interest of the Project may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.7.2 Any Addendum thus issued will be uploaded on at gmdctender.nprocure.com
- 2.7.3 In order to afford the Bidders, a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

2.8 Right to accept and to reject any or all Bids

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- a) At any time, a material misrepresentation is made or uncovered. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after Bids have been opened and the Successful Bidder gets disqualified/rejected, then the Authority reserves the right to:
 - i. Invite the remaining Bidders to submit Bids; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process., or
 - b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - (a) If a Bidder submits a non-responsive or qualified or conditional Bid;
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - (c) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - i. In the case of Selected Bidder, if it fails within the specified time limit – To sign and return the duplicate copy of Lol;
 - ii. to sign the Concession Agreement
 - iii. to furnish Performance Security

- (d) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security
- (e) For any other reasons provided elsewhere in this RFP.

- 2.8.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Successful Bidder or it has made misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the Letter of Intent (referred as "LoI") or entering into of the Concession Agreement, and if the Bidder has already been issued the LoI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder, without the Authority being liable in any manner whatsoever to the Successful Bidder, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

B. PREPARATION AND SUBMISSION OF BID

2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Any supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Any supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Documents comprising the Bid

2.10.1 The Bids shall be submitted in two parts which comprise the following documents:

- A. Technical Bid (referred to as the "Technical Bid"):** The Bidder shall prepare the Technical Bid in the formats specified at Appendices and submit as per the provisions under Clause 2.16 of this RFP.
 - i) Checklist as described in **APPENDIX I**
 - ii) Letter comprising the Bid in the form and manner as described in **APPENDIX II**
 - iii) Details of the Bidder in the form and manner as described in **APPENDIX III**
 - iv) Technical Capacity of the Bidder in the form and manner as described in **APPENDIX IV**
 - v) Financial Capacity of the Bidder in the form and manner as described in **APPENDIX V**
 - vi) In case of Society/Trust, certificate of Turnover certified by a practicing Chartered

Accountant must be submitted along with the Bid(s). In case of Company, certificate of Turnover certified by the Statutory Auditor must be submitted along with the Bid(s).

- vii) Notarized Power of Attorney authorize the signatory of the Bid to commit the Bidder in accordance with Sub-Clause 2.1.4 and in the format as specified in **APPENDIX VI**
- viii) Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- ix) Litigation History as described in **APPENDIX VII**
- x) Bid Security for an amount as specified in the form specified in **APPENDIX VIII**.
- xi) Other material/information required to be submitted are:
 - a. Audited report of the balance sheet of the last three financial years of the Bidder.
 - b. A copy of this RFP and Draft Concession Agreement (along with addendum issued by the Authority, if any) duly initialled on each page by the authorized signatory of the Bidder. The Bid Document shall also have the Bidder's stamp on each page along with initials of the authorized representative of the Bidder.

B. Financial Bid: The Bidder shall prepare the Financial Bid in the format specified at **Appendix IX (referred to as the "Financial Bid")** and submit as per the provisions under Clause 2.16 of this RFP.

2.10.2 The original copy of Bid Processing Fee, Bid Security and Technical Bid shall be submitted to:

CEO, Gujarat Mineral Development Corporation-Gramya Vikas Trust, (GMDC-GVT)

Ground Floor, GMDC-Annexe,

8, Mill Officer's Colony, Behind La-Gajjar Chambers, Ashram Road, Ahmedabad – 380009

2.11 Financial Bid

The Bidder shall submit Financial Bids quoting the Annual Management Fee for each Project Facility (excluding all establishment and operations costs which are reimbursable to it by the Authority as per the provisions of Concession Agreement) it requires from the Authority for first year of operation for each Project Facility in the format given at **APPENDIX IX**. The Annual Management Fee shall be increased yearly at the rate of 5% during the Concession Period.

2.12 Bid Validity

2.12.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (the **"Bid Validity Period"**) specified in Clause 2.19. A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.

2.12.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by fax or email. A Bidder may refuse such request for extension of Bid Validity Period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its Bid but will be required to extend the validity of its Bid Security for the period of the extended Bid Validity Period, in compliance with Clause 2.13 of this RFP in all respects.

2.13 Bid Security

- 2.13.1 The Bidders are required to submit the Bid Security along with Technical Bid as per Appendix VIII given in this RFP.
- 2.13.2 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to the amount as mentioned under Clause 1.7.6 which shall be valid for a minimum period of 180 (One Hundred and Eighty) days from the Bid Due Date, in the form of a demand draft/Bank Guarantee (as per format attached at Appendix VIII) issued by a Scheduled Commercial /Nationalized Bank in India having a branch in Gandhinagar, in favour of **“GMDC Gramya Vikas Trust” payable at Ahmedabad** (the **“Bid Security”**) and refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date, except in the case of the Successful Bidder whose Bid Security shall be retained till the date of Project Commissioning.
- 2.13.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.13.4 The Bid Security of unsuccessful Bidders, except the Bidder (H2) next to the Successful Bidder (H1), will be returned promptly without any interest, but not later than 60 days after the expiration of the Bid Validity Period, or within 15 (fifteen) days of issue of Lol to the Successful Bidder, whichever is earlier. The Bid Security of H2 will be returned within 15 (fifteen) days of signing of Concession Agreement with the Concessionaire.
- 2.13.5 The Bid Security of the Successful Bidder will be returned upon furnishing of Performance Security in accordance with the provisions of this RFP.
- 2.13.6 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
 - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
 - c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP.
 - d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.23 hereof.
 - e) In case the Successful Bidder fails within the specified time limit to:
 - i. Sign and return the duplicate copy of Lol;
 - ii. Sign the Concession Agreement;
 - f) any other conditions, with respect to the Bidder as well as the Successful Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.14 Pre- Bid Meeting

- 2.14.1 The official representatives of the Bidders are invited to attend a pre-bid meeting (referred as the **“Pre-Bid Meeting”**) which will take place in the office of the Authority, or at a place notified prior to the meeting, as per Schedule mentioned in Clause 1.8.

- 2.14.2 The purpose of the Pre-Bid Meeting will be to clarify issues and to answer questions in respect of the Project that may be raised at that stage.
- 2.14.3 The Bidder is requested to submit questions in writing or by e-mail, to reach the Authority by the date of the Pre-Bid Meeting.
- 2.14.4 Minutes of the Pre-Bid Meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, may be transmitted without delay to all the Bidders. Any modification of the Bidding Documents listed in Clause 2.5 which may be considered necessary as a result of the Pre-Bid Meeting shall be made by the Authority exclusively through the issue of an Addendum pursuant to Clause 2.7 and not through the minutes of the Pre-Bid Meeting.
- 2.14.5 Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder.

2.15 Format and Signing of Bid

- 2.15.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub Clause 2.1.4.
- 2.15.2 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

C. SUBMISSION OF BID

2.16 Submission of Bids

- 2.16.1 The Bidder shall submit their Bids (Technical Bid and Financial Bid) as per the format given under the Annexures of this RFP on or before the Bid Due Date.
- 2.16.2 The Bids shall be submitted online with Digital Signature on the e-Procurement portal mentioned herein above. No physical submission of Bids is permitted. The Bidders shall upload the scan copy of the Bid in PDF format. Each page of the Bid shall be signed by the authorized signatory.
- 2.16.3 Bidders in order to participate in the Bidding Process have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned DSC from any approved vendors. Bidders who already possess valid DSC, need not procure new DSC.
- 2.16.4 The Bid submission through e-tender portal enables the Bidders to submit the e-Bid online against the e-tender published by the Authority. The Bid submission shall online be done from the Bid submission start date and time till the Bid Due Date and time mentioned in Clause 1.8 of this RFP. The Bidders should start the Bid submission process well in advance so that they can submit their Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is time by which the Bid submission activity shall be allowed till the permissible time on the Bid Due Date indicated in the tender schedule. Once the Bid Due Date and time is over, the Bidders cannot submit their Bids online. For delays in submission of Bids due to any reasons, the Bidders shall only be held responsible.
- 2.16.5 The true copy of Bid Processing Fee and Bid Security shall be submitted at the address mentioned under Clause 2.10.2 on the date mentioned under Clause 1.8. The proof of Bid Processing Fee and Bid Security shall be uploaded along with the Bid. Any failure to submit the proof of Bid Processing Fee and Bid Security by the stipulated date shall make the Bidder disqualified.

- 2.16.6 The Technical Bid shall contain the Bid in the prescribed format in the RFP document and supporting documents as required. The Technical Bid shall be uploaded in PDF format under Technical Bid folder. The original copy of the technical bid is also required to be sent to GMDC-GVT Office.
- 2.16.7 The Financial Bid shall contain the price bid in the prescribed format of **APPENDIX IX** and uploaded in PDF format under Financial Bid folder.
- 2.16.8 Uploaded document shall be verified by the Authority with the originals before signing of Concession Agreement. The successful Bidder has to submit the originals of Technical and Financial Bids as uploaded upon receipt of such letter requesting the same from the Authority.
- 2.16.9 The Technical Bid and Financial Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All pages of Technical Bid and Financial Bid must initialed by the authorized signatory in favour of whom the power of attorney for signing of bid has been issued.
- 2.16.10 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets and only information that is directly relevant should be provided. This may include scanned copies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.17 Deadline for Submission of Bids (Bid Due Date)

- 2.17.1 Bids must be submitted online on or before the Bid Due Date as specified in Clause 1.8.
- 2.17.2 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.
- 2.17.3 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.
- 2.17.4 In the event of specified date of the Bid Due Date being declared a holiday for the Authority, the deadline for submission of Bid shall be the next working day.

2.18 Modification and Withdrawal of Bids

- 2.18.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.18.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. BID OPENING AND EVALUATION

2.19 Opening of Technical Bid

- 2.19.1 The Authority will open the Bids submitted online. The Technical Bid shall be opened first.
- 2.19.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.18 shall not be opened and shall be returned.
- 2.19.3 Bidder's names, the presence/or absence of Bid Security and Bid Processing Fee, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 2.19.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.19.5 The Financial Bids shall not be opened at this stage.

2.20 Evaluation of Technical Bid

2.20.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security and Bid Processing Fee.

2.20.2 If the Bid Security and/ or Bid Processing Fee furnished does not conform to the amount and validity period as specified in this RFP and has not been furnished in the form specified in Clause 2.13 and Clause 1.7.4, the Bid shall be rejected by the Authority as non-responsive.

2.20.3 Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.

2.20.4 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria, has the required available financial capabilities, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP Documents and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.25.

2.20.5 If the Technical Bid is not substantially responsive, it may be rejected by the Authority and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

2.20.6 After the technical evaluation, the Authority shall prepare a list of shortlisted Bidders in terms of Clause 3.5 for opening of their Financial Bid. A date, time and venue will be notified to all Bidders for announcing the result of opening and evaluation of Financial Bids. Before opening of the Financial Bids, the list of pre-qualified and shortlisted Bidders along with their technical score will be read out. Bidders are advised that Selection Process will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.20.7 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it.

2.21 Opening of Financial Bids

2.21.1 The Authority will open the Financial Bid of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with Clause 2.20 and have been evaluated in terms of section 3 of this RFP and determined to fulfill the qualification criteria as detailed out in Clause 2.19, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the Financial Bids shall be opened at the appointed time and location on the next working day.

2.21.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid. Any Bid Price, which is not read out and recorded at the Bid opening, will not be taken into account in Bid Evaluation.

2.21.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.21.4 The Financial Bids of the Bidders whose, Technical Bids are determined to be non-responsive or not substantially responsive pursuant to terms hereof will be returned unopened to the Bidders.

2.22 Evaluation of Financial Bids

2.22.1 The Authority will determine responsiveness of each Financial Bid with respect to price quoted.

2.22.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, Authority's rights or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Financial Bids.

2.22.3 If the Financial Bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.23 Correction of Errors

2.23.1 Financial Bids determined to be substantially responsive will be checked by the Authority for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

i) Where there is a discrepancy between the amounts quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

2.23.2 The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Financial Bid, Bid of such Bidder shall be rejected, and the Bid Security of such Bidder may be forfeited in accordance with Clause 2.13.

2.24 Evaluation and Comparison of Financial Bids

2.24.1 The Authority will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.24.

2.24.2 The Financial Bid will be evaluated as per the procedure mentioned under Section 3

2.25 Clarification of Bids

2.25.1 To assist in the examination, evaluation and comparison of Bids, the Authority may, at its discretion, ask any Bidder for authentication and the correctness of the information or details furnished by the Bidder in its Bid. Such request by the Authority and the response by Bidder shall be in writing or by fax, email, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Authority in the evaluation of the Bids in accordance with Clause 2.25.

2.25.2 Subject to Sub Clause 2.25.1, no Bidders shall contact the Authority on any matter relating to its Bid from the time of Bid opening to the time contract is awarded.

2.25.3 Any effort by the Bidder to influence the Authority in the Bid evaluation, Bid comparison or contract award decisions may result in the rejection of such Bid.

2.26 Process to be Confidential

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

E. AWARD OF CONTRACT

2.27 Award Criteria

2.27.1 The Bidder shall be awarded marks based on the evaluation of their Technical and Financial Bid. Post marking, the Bids will finally be ranked according to their combined technical and financial scores/marks as specified in Clause 3.7. The first ranked Bidder shall be generally declared as Successful Bidder while the second ranked applicant will be kept in reserve in terms hereof.

2.27.2 Authority's Right to accept any Bid and Reject any or all Bids.

2.27.3 Notwithstanding anything contained in Clause 2.27 above, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Authority's action.

2.28 Letter of Intent

2.28.1 After selection, a Letter of Intent (the "LoI") shall be issued along with one duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LoI, and the Authority may initiate the Bidding Process again for the other qualified Bidders or may annul the Bidding Process and take steps to start a fresh Bidding Process.

2.28.2 After acknowledgement of the LoI as aforesaid by the Successful Bidder, The Authority shall cause the Successful Bidder to execute the Concession Agreement within the period as prescribed in the LoI. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

2.29 Signing of Agreement

2.29.1 The Successful Bidder shall sign Concession Agreement with the Authority within 30 days of issue of letter of Intent (LoI) by the Authority.

- 2.29.2 If the Successful Bidder fails to sign the Concession Agreement with the Authority, the Bid Security of the Successful Bidder shall be forfeited. In that event, the Authority may, subject to terms hereof, award the Project to the next successful Bidder (H2) selected in accordance with clause 3.9 & 3.10 hereof.

2.30 Concession Period

- 2.30.1 The Concession Period shall be the period of 3 (three) years commencing from the date of Project Commissioning. The Authority may in its sole discretion, subject always to the Concessionaire not being in any material default of its obligations hereunder and particularly the Concession Agreement during the Concession Period, consider granting extension of Concession Period for a further period of 3 (three) years to the Concessionaire on such terms as Authority would then deem appropriate.
- 2.30.2 Upon expiry of the Concession Period, the Concessionaire shall vacate the Project Facility and hand over its full and peaceful possession to the Authority along with all the assets either created by the Authority or the Concessionaire for or under the Project Facility.
- 2.30.3 Also, such assets with regard to the Project Facility shall be transferred by the Concessionaire to the Authority free of any encumbrances, without any liabilities, lien, charge and/ or mortgage.

2.31 Performance Security

- 2.31.1 The Selected Bidder shall, for the performance of its obligations hereunder and under the Concession Agreement during the Concession Period, provide to the Authority as an irrevocable and unconditional guarantee from a Bank for a sum of 10% of the annual contract value (the “**Performance Security**”). Until such time the Performance Security is provided by the Selected Bidder pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Lessor.
- 2.31.2 The Performance Security should remain valid for a period of 90 days beyond the date of completion of all contractual obligation as the provisions of the Concession Agreement.

3 CRITERIA FOR BID EVALUATION OF BIDDERS

3.1 Qualification Criteria

The Bidder shall be required to fulfil the minimum technical qualification criteria as set out in terms of Clause 2.2 for qualifying for further evaluation of its Bid in terms herein.

3.2 Evaluation Parameters

Only those Bidders who meet the eligibility criteria specified in Clauses 2.2 above shall qualify for evaluation under this section. Bids which do not meet these criteria shall be rejected.

3.3 Evaluation of Technical Bid

In the first stage, the Technical Bid will be evaluated on the basis of Bidder’s experience i.e. Technical Capability and Financial Capability. Only those Bidders who possess the minimum qualification in terms of Clause 2.2 shall qualify for further consideration, and shall be awarded Technical Score on the basis of parameter set out in the Clause 3.5.

3.4 Maximum Scores/Marks

The Technical and Financial Bid shall have 100 marks each. Bidders will be given marks on their Technical and Financial Bid as per the evaluation methodology given in Clause 3.5 and 3.6.

3.5 Scoring Criteria

3.5.1. The scoring criteria to be used for evaluation of Technical Bid shall be as follows. Total Marks allotted is 100.

- a. Number of Eligible Units: Previous Experience of the Bidder in Operation and Management (O&M) of Eligible Units – Maximum Marks to be allotted is 20.

Number of Eligible Units	Relative marks
> 5	20
> 2 and ≤5	18
≤ 2	15

- b. Number of MBBS doctors, associated with the Bidder, in Eligible Units: – Maximum marks to be allotted is 20

Number of MBBS doctors	Relative marks
>20 doctors	20
>15 doctors and ≤20 doctors	18
≤ 10 doctors ≤ 15 doctors	15

- c. Continuous years of experience in operation, maintenance and management of Eligible Units: Maximum marks to be allotted is 10.

Number of continuous years of experience in operation, maintenance and management of Eligible Units	Relative marks
> 6 years	10
> 4 years ≤ 6 years	8
≥ 3 Years ≤ 4 years	5

- d. Usage of new technology in providing health care service: Maximum marks to be allotted are 5.

Number of facilities using new technology (tele medicine/ tele radiology/ POC devices etc.)	Relative marks
> 5	5
> 3 and ≤ 5	3
≥ 1 and ≤ 3	2

- e. Financial Capacity in terms of Avg. Annual Turnover for the last 3 Financial Years preceding the Bid due date: Maximum marks to be allotted are 15.

Avg. Annual Turn Over	Relative marks
> Rs. 10 Crore	15
> Rs. 5 Crore ≤ Rs. 10 Crore	12
Rs. 5 Crore	8

- 3.5.2. The Bidders shall be called for technical presentation (the **“Technical Presentation”**). The time and venue for the Technical Presentation shall be intimated subsequently.
- 3.5.3. The Technical Presentation shall have maximum score of 30. Key elements of the technical presentation must include the following
- Overall profile of the Bidder and experience in similar projects
 - Understanding of Project
 - Methodology to set up the Project facility, operating protocols including branding and layout aspects
 - Critical success factors and how the bidder will address them
- 3.5.4. Total technical score will be calculated based on total score by adding score of Technical Bid and score for Technical Presentation.
- 3.5.5. Minimum marks to qualify shall be 60. The Bidders will be assigned a score termed as Technical Score (ST) based on summation of their individual marking on all the above- mentioned parameters. A list of technically qualified Bidders shall be prepared based on the score obtained by the each Bidder.
- 3.5.6. Technically qualified bidders shall be carried forward for Financial Bid opening and evaluation.

3.6 Evaluation of Financial Bid

- a) In the second stage, the financial evaluation will be carried out as per this Clause 3.6. Each Financial Bid will be assigned a Financial Score (SF).
- b) For financial evaluation, the Bidder quoting the lowest Financial Bid (“FM”) will be given a Financial Score (SF) of 100 points. The Financial Score of other Bids will be computed as follows:

$$SF = 100 \times Fm/F;$$

(F = amount of Financial Bids of the Bidder)

3.7 Combined and Final Evaluation

- a) Bids will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TW + SF \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Bids and Financial Bids that shall be 80% and 20% respectively.

- b) The Successful Bidder shall be one scoring highest combined score (“**Highest Rank Bidder**”/“**H1**”). The second ranked Bidder (“**H2**”) shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.27 hereof.

3.8 In the event that two or more Bidders score the same marks pursuant to evaluation for a Project Facility in terms herein (the “**Tie Bidders**”), Authority shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.9 In the event that the Highest Rank Bidder (H1) withdraws or is not selected for any reason in the first instance, the Authority may invite 2nd Highest Rank Bidder (H2) to match the Price Bid of H1 and Bid Security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its Bid Security is not liable to be forfeited. If no Bidder is selected in first round of Bidding, Authority may invite all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the Bidders to match the Bid of H1 (the “**Second Round of Bidding**”). If in the Second Round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the Second Round of Bidding, then the Bidder whose Technical Score was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Highest Bidder in the Second Round of Bidding, the said third highest Bidder shall be the Selected Bidder.

3.10 Process to be Confidential

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

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Concession Agreement, or otherwise if a Bidder or Concessionaire as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 1, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the

Bidding Process;

- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

5 MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.2 The Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or;
 - (e) 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;
 - (f) supplement/modify/amend/alter the terms of the grant of the Concession pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
- 5.3 In order to afford the Bidders a reasonable time for taking an Addendum/supplement/ modification etc. into account or for any other reason, Authority may, at its own discretion, extend the Bid Due Date and time.
- 5.4 It shall be deemed that by submitting the Bid, the Bidder agrees and releases, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.5 Words and Phrases not defined in this RFP shall have the meaning as specified in the Concession Agreement.

APPENDIX I: CHECKLIST OF SUBMISSIONS

Sl No	Enclosures to the Technical & Price Bid	Status (Submitted/ Not Submitted)	Comments, if any
1	Appendix I: Checklist of Submissions		
2	Appendix II : Covering Letter		
3	Appendix III: Details of Bidder		
4	Copy of Certificate of Incorporation and/ or Certificate of Commencement of Business or Certificate of Registration (in case of Society/ Trust)		
5	Appendix IV: Technical Capacity (Experience) of the bidder		
6	Appendix V: Turnover (Financial Capacity) of the bidder		
7	Appendix VI: Notarized Power of Attorney for signing of Bid		
8	Extract of the charter documents and documents such as a resolution in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder		
9	Appendix VII: Litigation History		
10	Appendix VIII: Format Bid Security (In the form of Bank Guarantee/Demand Draft)		
11	Bid Document along with addendum duly signed by Authorised signatory and stamped.		
12	Appendix IX: Financial Bid (Form I and Form II)		

APPENDIX II: LETTER COMPRISING THE BID

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To

The CEO,
Gujarat Mineral Development Corporation- Gramya Vikas Trust, (GMDC-GVT)
Ground Floor, GMDC- Annexe,
8, Mill Officer's Colony, Behind La-Gajjar Chambers,
Ashram Road, Ahmedabad – 380009

Subject: RFP for Selection of Partner Agency for Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat

Dear Sir/ Ma'am,

Being duly authorized to represent and act on behalf of _____(hereinafter referred as the "**Bidder**"),and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the " , Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the Bid is complete, true and correct in every detail.

I/We confirm that the application is valid for a period of 120 days from the Bid Due Date of application and is unconditional.

I/We hereby also confirm the following:

1. The Bid is being submitted by M/s [.....] (*name of the Bidder*)-, in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Gujarat Mineral Development Corporation-Gramya Vikas Trust (GMDC-GVT) (hereinafter referred as the "**Authority**") and in any subsequent communication sent by the Authority.
3. I/We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from the Authority).
4. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Bid.

5. I/We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Bid for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. I/We certify that in the last three years, we have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or Request for Proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State. and
8. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. 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.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me/us being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in line with the requirement of the RFP document that has been provided to me prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or

in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

16. The Bid Variable has been quoted by me/after taking into consideration all the terms and conditions stated in the RFP, Concession Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Project Facility and all the conditions that may affect the Bid.
17. 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/Concessionaire is not awarded to me or our Bid is not opened or rejected.
18. I/We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

For and on behalf of: (name of the Bidder and the Seal)

Signature: (Authorized Signatory)

Name of the Person:

Designation :

APPENDIX III: DETAILS OF BIDDER

(To be forwarded on the letterhead of the Bidder)

i. Details of the Bidder:

Name of the Applicant	
Constitution of the applicant (e.g. public limited, private limited, proprietorship, partnership etc.)	
Year of incorporation	
Registered Address	
Head Office Address	
PAN details	
GST details	
Name, designation of top management of the firm	
Name, designation and contact details of officer responsible for this opportunity	Name: Designation: Mobile Number: Email Id:

The applicant shall be required to attach Copy of its registration/incorporation documents in support of its constitution

ii. Brief description of the Applicant including details of the lines of business, current activities, background of promoters and management structure etc. (max 5 pages)

Authorized Signature

(Name of the Authorized Person)

Designation

APPENDIX IV: TECHNICAL CAPACITY OF BIDDER

I. Details of work pertaining to Eligible Units executed by the Bidder

S. No.	Name & Address of Health Centre/Health Clinic operated by the Bidder	Operating duration (Year)			No of MBBS doctors employed at the facility	Whether operational as on the Bid Due Date (Yes/No)	Certificate Attached
		From	To	Duration in year and month			
1							
2							
3							
4							
5							

II. Usage of new Technology

Sl. No.	Name of the Project (including location and address of the Eligible Unit)	Name of New Technology used with respect to healthcare service	Operating numbers using the new technology (indicate the year of operation)
1.			
2.			
3.			

Authorized Signature

(Name of the Authorized Person)

Designation

Note:

- *If the above project is owned project, the certificate certifying the above from a practicing Chartered Accountant (in case the Bidder is a Society/Trust) or Statutory Auditor (in case the Bidder is a Company) shall be required to be submitted.*

- *If the project is other than own project, the contract document/completion certificate (if completed)/ client certificate in support of the above experience shall be required to be submitted.*
- *The Bidders shall need to submit a certificate, certifying the number of MBBS doctors present in the health facilities which is under operation*

APPENDIX V: FINANCIAL CAPACITY OF THE BIDDER

(To be forwarded on the letterhead of the Auditor)

Particulars	Revenue from healthcare service (in Rs. Cr)
FY 2021- 22	
FY 2022- 23	
FY 2023- 24	
Average	

Certificate from the Statutory Auditor

Based on the document provided by the Bidder, this is to certify that(Name of the Bidder) has the annual turnover during the mentioned Financial Year above.

(Signature of the Statutory Auditor)

Name of the Statutory Auditor

CA Membership No. of the Signatory

Seal

Date

Place

Note:

- 1) *The Bidder shall attach the copies of audited Annual Reports comprising audited financial statements for the last three financial years.*
- 2) *In case the financial statements for the financial year 2023-24 are not audited, The Bidder shall submit a certificate from its auditor stating that "the financial statements for the financial year 2023-24 are not audited". In such case the Bidder is allowed to submit their Financial Capacity for FY 2022-23, FY 2021-22 and FY 2020-21.*
- 3) *In case the Bidder is a Society/Trust, it shall submit a certificate of Annual Turnover for the last three years, certified by a practicing Chartered Accountant.*

APPENDIX VI: POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **“RFP for Selection of Partner Agency for , Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat”** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering the Concession Agreement with the Authority.

AND

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____, 2024

For -----

Executant

(Signature)

(Name, Title and Address)

Accepted:

(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1

2

Notarized

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the authorized(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX VII: LITIGATION HISTORY

(To be provided by the Bidder, if applicable)

i) Number of cases

Sl No	Description	No. of Cases
1	Pending in court	
2	Pending in Tribunal	
3	Pending in Arbitration	
4	Any other Authority	

ii) Brief history of each case mentioned above including

Sl No	The names of the parties	Subject matter of dispute	Date of initiation/filing / commencement of the case	Present position of the case
1				
2				
3				
4				

APPENDIX VIII: FORMAT FOR BID SECURITY

(To be provided by the Issuing Bank on a Non-judicial Stamp Paper of Rs. 100/-)

BID SECURITY (BANK GUARANTEE)

This Deed of Guarantee is made on this.....day of....., 2024 at.....by.....a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/Registered Office at_____and *inter alia* a Branch Office at Gandhinagar, Gujarat (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns) in favor of “**GMDC Gramya Vikas Trust**” (hereinafter referred to as “**the Authority**” which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns).

WHEREAS, the Authority undertook the process of competitive Bidding in order to select the most desirable Company/Society/Trust to execute the project of operations, maintenance and management of GMDC-GVT Health Sector Projects in Gujarat (the “**Project**”).

WHEREAS, [name of the Bidder] (hereinafter called the “**Bidder**”) has submitted its Bid dated [date] for the execution of the Project (hereinafter called the “**Bid**”).

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; or
- (b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of the other Bidders who submitted substantially responsive Bids; or
- (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of the RFP; or
- (d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.23 of the RFP
- (e) In the case of the Successful Bidder, if the Successful Bidder fails within the specified time limit to:
 - i. To sign and return the duplicate copy of Lol;
 - ii. Sign the Concession Agreement;
- (f) any other conditions, with respect to the Bidder as well as the Successful Bidder, for which forfeiture of Bid Security has been provided under the RFP.

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to the Authority a sum of Rs..... (Rupees.....Only) without any protest or demur and upon receipt of first written demand from the Authority, without having to substantiate his demand.

This Guarantee will remain in full force for a period of 180 days from the Bid Due Date or as it may be extended by the Authority. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts in Gujarat and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee can also be lodged at any of our Gujarat Branches.
IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this.....Day of
and year first herein above written.

Signed and delivered by the above named _____ Bank by
its Authorised Signatory as Authorized by
Board Resolution passed on /
Power of Attorney dated [.....]
Authorised Signatory
Name :
Designation:

In the presence of:

- 1.

- 2.

APPENDIX IX: FINANCIAL BID

Form- I - Covering Letter

(To be submitted on letterhead of the applicant)

To
The CEO,
Gujarat Mineral Development Corporation- Gramya Vikas Trust, (GMDC-GVT)
Ground Floor, GMDC- Annexe,
8, Mill Officer's Colony, Behind La-Gajjar Chambers,
Ashram Road, Ahmedabad – 380009

Sub: Selection of Partner Agency for , Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat

Dear Sir/Ma'am,

I/We, (Bidder's name) herewith enclose the details of Financial Quote as per the format of Form II of Annexure IX for Selection of Partner Agency for Operations, Maintenance and Management of Health Sector Projects of GMDC-GVT in Gujarat.

I/We agree that this offer shall remain valid for a period of 120 days from the Bid Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the applicant)

Date:

Place:

Form- II

Name of the Bidder.....

Financial quote for operating, maintaining and managing the Health Sector Projects of GMDC-GVT in Gujarat (Lakhpat and Kawant Blocks).

S. No.	Particulars	Bidding for the Project (Yes/ No)	Annual Management Fee (Rupees in figure)	Annual Management Fee (Rupees in words)
1	Managing GMDC-GVT Health Sector Project in Lakhpat			
2	Managing GMDC-GVT Health Sector Project in Kawant			

The fee is to be quoted for the Project which the Bidder is Bidding.

Note:

- Bidder can quote for GMDC-GVT Health Projects in either of the projects at Lakhpat and Kawant or both the projects.
- The above quoted rate shall be exclusive of GST or any other applicable tax
- It is clarified that the Annual Management Fee shall include all indirect costs incurred by the Concessionaire for day to day supervision and regular monitoring of the Project. The Reimbursable Component and Salary Component shall not be part of the Annual Management Fee.
- All establishment and operations and maintenance costs shall be reimbursed by the Authority as per the terms and conditions in the Concession Agreement and shall not be a part of the above quoted management fee.
- The quarterly payment for Healthcare Service shall be paid to the Concessionaire as per the provision of the Concession Agreement
- GST, as applicable, shall be paid by the Authority.
- The Concessionaire shall deploy one full time project manager for day to day supervision and regular monitoring of the Project Facility (s) and regular communication with the Authority. The cost for same shall be included in the above quoted Annual Management Fee.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Place:

APPENDIX X: SCOPE OF SERVICES

1. GMDC-GVT Health Sector Project -Lakhpat

A list of indicative services to be provided, activities to be carried out for establishing the GMDC-GVT Health Sector Project in Lakhpat in terms of infrastructure, equipment and manpower to be made available for operating are provided below.

A. Refurbishment of the premises (To be done by GMDC Ltd.)

1. Entire premises to be air-conditioned.
2. Refurbishment of premise to set up the GMDC-GVT Health Sector Projects (level of refurbishment has to be of high quality)
3. Purchase and installation of equipment, furniture, fitting and fixtures to make the hospital/clinic ready for operations.

B. List of Healthcare Services to be provided (indicative)

1. Consultation Services
 - a) General consultations through MBBS Doctors to be provided with the support of required paramedical staff
 - b) Specialist consultations in General Medicine, General Surgery, OBG, Paediatrics and Orthopaedics speciality to be undertaken at least twice a week in a feasible timing based on local context
 - c) Teleconsultation with Super-specialists to be available for a minimum of two days in a week or on call as and when required
 - d) Referral Services (as per pre-defined protocols)
2. In-patient Services
 - a) Minor OT services to be provided for initial management and minor cases
 - b) Delivery services for Pregnant women
 - c) Provision of general wards for men and women
3. Lab Services
 - a) Basic composite lab services along with Kit based investigations to be undertaken in the in-house laboratory
 - b) Advanced lab tests to be conducted through tie-ups in case of which results in 90% of cases should be available within 24 hours
4. Radiology Services
 - a) X-ray services to be undertaken through Radio technician.
 - b) USGs and other Radiological tests to be conducted through tie-ups.
5. Emergency and other Medical Services
 - a) ALS Ambulance to be used for emergency services
 - b) Immunization services to be provided once a week along with Cold Chain Management.
 - c) Prevention, Screening and Management of Non-Communicable disease
 - d) Any other service for the benefit of the mining affected population as mutually agreed by the parties

C. List of Manpower (indicative)

Position	No of Manpower Required				Qualification and Relevant Experience
	Morning Shift	Evening Shift	Night Shift	Total	
Medical Officer- MBBS	1	1	On call	2	MBBS
Specialists (Part time)	5	NA	NA	5	MBBS with MD/MS in concerned specialty
Dental Surgeon	1	NA	NA	1	BDS
Pharmacist	1	NA	NA	1	Degree in Pharmacy and having 1 year of relevant experience
Nurse-midwife (Staff-Nurse)	5	5	2	12	Degree in Nursing or Diploma in Nursing with minimum 2 years of relevant Experience
Laboratory Technician	1	1	On call	2	Degree in Medical Lab technology with 1 year of relevant experience
Radiology Technician	1	1	NA	2	Degree in Radiography with 1 year of relevant experience
Administrative Officer	1	NA	NA	1	Any Degree with 3 years relevant experience
Accountant	1	NA	NA	1	Degree in Commerce with 1 year relevant experience
Cold chain Assistant	1	NA	NA	1	
Dresser	1	NA	NA	1	
Driver	1	1	On call	2	
Multi-skilled worker	1	1	NA	2	
Sanitary worker	1	1	On call	2	
Total				35	

D. List of equipment (indicative)

Name of Equipment	Quantity Required
Fowlers Bed	20
Instrument Trolley	1
Dressing Trolley	1
Dental Chair	1
Dental X-rays	1
OT Table	1
Mobile OT Light	1
Multi Para Monitor	1
Elec. Suction Machine	1
Syringe Pump	1
X-ray viewer (2 film panel)	1
Defibrillator	2
Boyle Basic / Anesthesia Machine	1
Delivery Table	1
Foetal monitor	1
4 -paramonitor	1

Baby warmer / Trolley Transfer	1
Direct Ophthalmoscope	1
Indirect Ophthalmoscope	1
500 mA X-ray Machine	1
Semi automated Analyzer	1
Blood Gas analyzer	1
Electrolyte Analyzer	1
Centrifuge	1
Water bath	1
Laminar Flow Cabinet	1
Bio safety cabinet	1
Incubator	1
Microscope	1
Autoclave	1
Hot air oven	1
Medicine Refrigerator	1

(Some of the existing equipment may require replacement and that will also have to be factored in)

E. Pharmacy

Conventional pharmacy with availability of all essential medicines for Secondary care.

F. Technologies to be deployed (indicative)

- E prescription
- Telemedicine (for specialist consultations)
- MIS
- Any other as per requirement

G. Others

ALS Ambulance (for facilitating referral of patients)

H. SOPs

For all critical functions including referrals - to be provided before commencement of operations

I. Branding

All signage and branding as agreed with the Authority

2. GMDC-GVT Health Sector Project -Kawant

A list of indicative services to be provided, activities to be carried out for establishing the GMDC-GVT Health Sector Project in Kawant in terms of infrastructure, equipment and manpower to be made available for operating are provided below.

A. Refurbishment of the premises (To be done by GMDC Ltd.)

1. Entire premises to be air-conditioned
2. Refurbishment of premise to set up GMDC-GVT Health Sector Projects (level of refurbishment has to be of high quality)
3. Purchase and installation of equipment, furniture, fitting and fixtures to make the hospital/clinic ready for operations

B. List of Healthcare Services to be provided (indicative)

1. Consultation Services
 - a) General consultations through MBBS and BDS Doctors to be provided with the support of required paramedical staff
 - b) Specialist consultations in General Medicine, General Surgery, Obstetrics and Gynecology, Pediatrics and Orthopedics specialty to be undertaken twice a week in a feasible timing based on local context
 - c) Teleconsultation with Super-specialists will be available for two days in a week
 - d) Referral Services (as per pre-defined protocols)
2. In-patient Services
 - a) Delivery services for Pregnant women
 - b) Provision of an observation ward
3. Lab services
 - a) Basic composite lab services along with Kit based investigations to be undertaken in the in-house laboratory
 - b) Advanced lab tests to be conducted through tie-ups
4. Radiology Services
 - a) X-ray services to be undertaken through Radio technician.
 - b) USGs and other Radiological tests to be conducted through tie-ups.
5. Emergency and other Medical Services
 - a) ALS Ambulance to be used for emergency services
 - b) Immunization services to be provided once a week along with Cold Chain Management.
 - c) Prevention, Screening and Management of Non-Communicable disease
 - d) Any other service for the benefit of the mining affected population as mutually agreed by the parties

C. List of Manpower (indicative)

Position of Manpower	No of Manpower Required				Qualification and Relevant Experience
	Morning Shift	Evening Shift	Night Shift	Total	
Medical Officer- MBBS	1	1	On call	2	MBBS
Specialists (Part time)	5	NA	NA	5	MBBS with MD/MS in concerned speciality
Dental Surgeon	1	NA	NA	1	BDS
Pharmacist	1	NA	NA	1	Degree in Pharmacy and having 1 year of relevant experience
Nurse-midwife (Staff-Nurse)	2	1	1	4	Degree in Nursing or Diploma in Nursing with minimum 2 years of relevant Experience
Laboratory Technician	1	1	On call	2	Degree in Medical Lab technology with 1 year of relevant experience
Radiology Technician	1	NA	NA	1	Degree in Radiography with 1 year of relevant experience
Data Entry Operator	1	NA	NA	1	Any Degree with 3 years relevant experience
LDC	1	NA	NA	1	Degree in Commerce with 1 year relevant experience
Cold chain Assistant	1	NA	NA	1	
Dresser	1	NA	NA	1	
Driver	1	On call	On call	1	
Multi-skilled worker	1	NA	NA	1	
Sanitary worker	2	On call	On call	2	
Total				24	

D. List of equipment (indicative)

Name of Equipment	Quantity Required
Fowlers Bed	5
Instrument Trolley	1
Dressing Trolley	1
Dental Chair	1
Dental X-rays	1
Delivery Table	1
Foetal monitor	1
Defibrillator	1
4 -paramonitor	1
Baby warmer / Trolley Transfer	1
Direct Ophthalmoscope	1
Indirect Ophthalmoscope	1

500 mA X-ray Machine	1
ALS Ambulance	1
Semi automated Analyzer	1
Blood Gas analyzer	1
Electrolyte Analyzer	1
Centrifuge	1
Water bath	1
Incubator	1
Microscope	1
Autoclave	1
Hot air oven	1
Medicine Refrigerator	1

E. Pharmacy

Conventional pharmacy with availability of all essential medicines for primary care or Medicine ATM

F. Technologies to be deployed (indicative)

- E prescription
- Telemedicine (for specialist consultations)
- MIS
- Any other

G. Others

ALS Ambulance (for facilitating referral of patients)

H. SOPs

For all critical functions including referrals - to be provided before commencement of operations

I. Branding

All signage and branding as agreed with the Authority.