

SELECTION OF CONSULTANCY FIRM

REQUEST FOR PROPOSAL

RFP No. AMTZ/DPR/I-2016

Project Name : Medical Device Manufacturing Park

Selection of Consulting Services for

Preparation of Detailed Project report

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Section 1. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the tendering authority governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in India
- (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the authority and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to overwrite, the provisions of the ITC.
- (g) “Day” means a calendar day.
- (h) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides with all information needed to prepare their Proposals.
- (i) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the authority to the shortlisted Consultants.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (k) “RFP” means the Request for Proposals to be prepared by the authority for the selection of Consultants
- (l) “Services” means the work to be performed by the

Consultant pursuant to the Contract.

(m) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Authority intends to select a Consultant from in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Proposal, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for award of contract.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals.

2.4 The Authority will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.1 The Consultant has an obligation to disclose to the authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Authority. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract

4. Corrupt and Fraudulent Practices

4.1 The Authority requires compliance with its policy in regard to corrupt and fraudulent practices..

4.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Authority to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the

Authority.

5. Eligibility

5.1 The Authority permits consultants (registered firms only) to offer consulting services with demonstrated record of preparing successful and implemented Detailed Project Reports (DPRs) for infrastructural projects of not less than Rs.100 Crore project value.

5.2 A minimum experience of preparing 5 reports in the past 3 financial years. This should include at least two DPR for manufacturing sector for project turn over not less than one thousand Crore. The report submitted to authority should include at least two visit reports to medical device manufacturing park outside India.

a. Sanctions

A firm or an individual sanctioned/debarred by the Authority or any other government agency in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a contract.

b. Restrictions for Government-owned Enterprises

Government-owned enterprises or institutions in the shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Contracting Authority

c. Restrictions for public employees

Government officials and civil servants of are not eligible to be included as Experts in the Consultant’s Proposal

B. Preparation of Proposals

6. General Considerations

In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

7. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

- 8. Documents Comprising the Proposal** The Proposal shall comprise the documents and forms listed in the **Data Sheet**
- 9. Only One Proposal** The Consultant shall submit only one Proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
- 10. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the proposed rates and the total price.
- a. Extension of Validity Period** The Authority may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Sub-Contracting** 12.3 The Consultant shall not subcontract the Services.
- 11. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Authority's address indicated in the **Data Sheet**. The Authority will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Authority may amend the RFP by issuing an amendment in writing or by standard electronic means.
- 13.1.2 If the amendment is substantial, the Authority may extend the proposal submission deadline to give the Consultants

reasonable time to take an amendment into account in their Proposals.

12. Proposal Format and Content Depending on the nature of the assignment, the Consultant is required to submit a Proposal using the Standard Forms provided in the RFP.

13. Financial Proposal The Financial Proposal shall be prepared using the Standard Forms provided in the RFP.

A. Taxes The Consultant is responsible for meeting all tax liabilities arising out of the Contract.

b. Currency of Proposal The Consultant should express the price for its Services in Indian Rupees only. (INR)

C. Submission, Opening and Evaluation

14. Submission, Sealing, and Marking of Proposals 17.1 The Consultant shall submit a signed and complete Proposal comprising all the documents and forms. The submission can be done by mail or by hand.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

The Proposal shall be placed inside a sealed envelope clearly marked “**PROPOSAL**”, “[Preparation of Detailed Project Report]“, reference number, name and address of the Consultant, If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss.

15. Confidentiality From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Authority on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract

award information.

Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Authority on any matter related to the selection process, it should do so only in writing.

16. Opening of Proposals

The Authority's evaluation committee shall conduct the opening of the Proposals at the specified time, date and venue

17. Proposals Evaluation

The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission. While evaluating the Proposals, the Authority will conduct the evaluation solely on the basis of the submitted Proposals and check the responsiveness of the Proposal.

18. Correction of Errors

The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

19. Financial Evaluation

The Authority will select the Consultant with the lowest evaluated total price among those consultants that is responsive to the RFP, and invite such Consultant to negotiate the Contract.

Data Sheet

A. General	
1.1	Name of the Authority: _Andhra Pradesh Med Tech Zone Ltd. Method of selection: Least Cost Selection (LCS).
1.2	The name of the assignment is: Preparation of Detailed Project Report for Medical Device Manufacturing Park
1.3	The Authority will provide the following input to facilitate the preparation of the Proposals: <ul style="list-style-type: none">▪ Designate an “Officer-In charge” responsible for management and coordination of consulting firm.▪ Make best efforts in providing data and information required for carrying out study and recommendations that are not widely available in the public domain including maps etc.
B. Preparation of Proposals	
2.1	This RFP has been issued in the English language. Proposals shall be submitted in English All correspondence exchange shall be in English language.
3.1	The Proposal shall comprise the following: (1) Power of Attorney to sign the Proposal (2) Technical Proposal (3) Financial Proposal

4.1	Proposals must remain valid for 60 calendar days after the proposal submission deadline (i.e., until: [31/08/2016 to]).
5.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: <u>enquiry.amtz@gmail.com</u></p>
6.1	The selection of the successful bidders shall be made on L1 basis out of technically qualified bidders.
C. Submission, Opening and Evaluation	
7.1	The Consultant must submit Proposal: one (1) original and one (1) copy;
7.2	<p>The Proposal is being made available for purchase from 03/06/2016, 11:00 AM (IST).</p> <p>The Pre-bid meeting will be held on 17th June 2016 at the address; Vice Chairman & MD,Viskhapatnam Urban Development Authority,3rd floor, B-Block, VUDA Complex, Siripuram, Visakhapatnam.-530003</p> <p>The Proposals must be submitted no later than: Date: 24th June 2016.</p> <p>Time: 04:00 PM (IST).</p> <p>The Proposal submission address is: <i>The CEO,</i> <i>Andhra Pradesh Med TechZone Ltd.</i> <i>O/o District Medical & Health Office,</i> <i>Opp. Bulliah College,</i> <i>Seethammadhara,</i> <i>Vishakhapattanam.-530013</i> <i>Andhra Pradesh.</i></p>

8.1	The opening shall take place at: same as the Proposal submission address on Date: 24 th June 2016 Time: 04:30 PM (IST)
9.1	For the purpose of the evaluation, the Authority will consider net financial liability of the contract including all taxes.

Section 3. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	
TECH-1	Technical Proposal Submission Form.	
TECH-2	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-3	Team Composition	
FIN-1	Financial Proposal	
Power of Attorney		

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The CEO,
Andhra Pradesh Med TechZone Ltd.
O/o District Medical & Health Office,
Opp. Bulliah College,
Seethammadhara,
Vishakhapattanam. -530013
Andhra Pradesh.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Preparation of Detailed Project Report for Medical Device Park* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal sealed in an envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance in undertaking this project.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 27.2 of the Data Sheet.

We understand that the Authority is not bound to accept any Proposal

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

FORM TECH -2

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Form TECH-2: A description of the approach, methodology, and work plan for performing the assignment.

FORM TECH-3

TEAM COMPOSITION

K-1	Team Leader	
K-2	Infrastructure Specialist	
K-3	Finance Specialist	
K-4	Engineering Specialist	

Above is the minimum team strength required to undertake the project, consultant may increase the team strength and declare the same.

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Authority]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Preparation of Detailed Project Report for Medical Device Park* in accordance with your Request for Proposal dated [Insert Date].

Our attached Financial Proposal is for the amount of {Insert amount(s) in words and figures}, *including taxes* which shall be adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Section 4. Terms of Reference

4.1 Introduction: The Department of Health and Family Welfare, Government of Andhra Pradesh has proposed to develop a 226 acre, Medical Device Manufacturing Park. The park would have 100-150 manufacturing units of size 1 acre each and a set of common manufacturing facilities for manufacturing of electronic, electrical, electro-medical, radiological and biomaterial medical devices. The required infrastructure for industry facilitation will be developed by the Government. While the manufacturing units shall be leased out for a period of 99 years, Common manufacturing facilities shall be created on Build and Operate Model.

Government visualizes establishing state of the art civil and electrical infrastructure for industry to walk in and establish the interiors of their units/assemblies in least amount of time possible.

4.2 Scope of Work

The Consulting Firm will prepare and deliver a Detailed Project report for establishing of Medical Device Manufacturing Park based on following studies, surveys and analysis:

- (1) Site inspection
- (2) Give a design framework for the park.
- (3) Enlist the infrastructure requirement for common manufacturing facilities
- (4) Develop Request for proposals for building various common manufacturing facilities build and operate models and lease document for independent manufacturing units.
- (5) Provide a broad financial and technical plan for (4) above

4.3 Time Frame for the Assignment

The time for completing the Assignment would be 30 days.

4.4 Payment Terms

Authority shall make 30% project payment in advance within 15 days of the signing of agreement and 70% after submission of hard & soft copy of the report along with financial analysis of the project and designs subsequent to its validation and acceptance by the appropriate authority.