ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED

(A Govt. of Andhra Pradesh Undertaking)

Request for Proposal

for

Selection of Developer for Development & Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh

January 2024

Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC)

APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503

TABLE OF CONTENTS

1. DISCLAIMER 3
2. LIST OF ABBREVIATIONS 5
3. DEFINITIONS 6
4. INTRODUCTION AND BACKGROUND 8
5. DESCRIPTION OF THE SELECTION PROCESS 14
6. PROCEDURES TO BE FOLLOWED 18
7. COVER: TECHNICAL PROPOSAL EVALUATION 25
8. EXHIBIT-1: FORMAT OF THE COVERING LETTER 27
9. EXHIBIT-2: PROFORMA OF BANK GUARANTEE FOR BID SECURITY 33
10. EXHIBIT-3: DESCRIPTION OF THE BIDDING ENTITY/ BIDDING CONSORTIUM 35
11. EXHIBIT-4: FORMAT FOR INFORMATION SUBMISSION FOR BUSINESS PROPOSAL *(Refer Clause 5.3 of the RFP)* 36
12. EXHIBIT-5: PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY 38
13. ANNEXURE-1: DETAILS OF THE PROJECT SITE 41
14. ANNEXURE-2: FEES AND DEPOSITS TO BE PAID BY THE BIDDERS FOR THE PROPOSED PROJECT 43
15. ANNEXURE-3: DRAFT AGREEMENT TO SELL 44

1. 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 APIIC or any of its employees or advisers, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by APIIC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by APIIC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for APIIC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APIIC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

APIIC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant 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 therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

APIIC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. APIIC 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 APIIC is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and APIIC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by APIIC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and APIIC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

2. LIST OF ABBREVIATIONS

APIIC	Andhra Pradesh Industrial Infrastructure Corporation Limited
DPR	Detailed Project Report
FAR	Floor Area Ratio
FSI	Floor Space Index
GoAP	Government of Andhra Pradesh
LoA	Letter of Award
O&M	Operation and Maintenance
ORS	Outright Sale
RFP	Request for Proposal
SPV	Special Purpose Vehicle
sqm	Square Meter

3. DEFINITIONS

3.1 AGREEMENT

The 'Agreement to Sell' that would be entered between APIIC and the Developer

3.2 BID

The Proposals submitted by the prospective Bidders in response to this Request for Proposal issued by APIIC.

3.3 BIDDER

Bidding Entity or Bidding Consortium, as defined below.

3.4 BIDDING ENTITY

If the bid for the Project is made by a single entity (Individual/ Proprietorship/ Partnership/ Firm/ Company), it shall be referred to as a Bidding Entity.

3.5 BIDDING CONSORTIUM

If the bid for the Project is made by more than one entity, then this group of entities shall be referred to as a Bidding Consortium.

3.6 COMMENCEMENT DATE

Commencement Date means the date of signing of the Agreement or the date of handing over of the Project Site, whichever is later.

3.7 CONSORTIUM MEMBER

Each entity in the Bidding Consortium shall be referred to as a Consortium Member.

3.8 CRITICAL CLEARANCES

All such clearances, licenses and permits, the obtaining of which are necessary for the construction of the Project.

3.9 DEVELOPER

Developer shall mean the corporate entity to be floated by the Selected Bidder under the Indian Companies Act 2013, to serve as the Special Purpose Vehicle for the execution of the Project. The Agreements will be executed by APIIC with the Developer.

3.10 LEAD MEMBER

In case of a Bidding Consortium, members of the Bidding Consortium shall nominate anyone amongst them as the Lead Member.

3.11 PROJECT

The Project is to be developed on land parcel mentioned in Annexure – 1 of this RFP. The Hospital development in the Project shall be developed as per the conditions laid out in Annexure-3 of this RFP. The Project is to be developed as per the terms of this RFP and all items contracted to be created as per Agreement to be signed with the Selected Bidder.

3.12 PROJECT COMPLETION DATE

Project Completion Date is the date of completion of construction of the Project as per the provisions of the Agreement to be entered between APIIC and the Developer.

3.13 REQUEST FOR PROPOSAL

The document, issued to the prospective Bidders, asking for their Proposals.

3.14 RUPEES (Rs.)

The official currency of the Republic of India.

3.15 SELECTED BIDDER/ PREFERRED BIDDER

The Bidder finally selected to develop the Project.

3.16 SELECTION COMMITTEE

The Selection Committee shall comprise of officers chosen by the Government of Andhra Pradesh to oversee the entire Bidding Process and exercise its discretion in recommendation of the Selected Bidders through the RFP Process in a fair and transparent manner.

.

4. INTRODUCTION AND BACKGROUND

4.1 INTRODUCTION

Andhra Pradesh is one of the most progressive, forward-looking and advanced states in the country when it comes to infrastructure development & employment generation efforts. Andhra Pradesh Industrial Infrastructure Corporation Limited (the **"APIIC"**), fully owned by the GoAP, is a progressive organization responsible for development of Industrial Infrastructure in the state of Andhra Pradesh. APIIC is known for creating landmark infrastructure projects in the state, which are fueling the economic growth in the state. APIIC has so far developed about 475 industrial parks/estates and created land banks for the future industrial development.

During the Covid-19 pandemic, it was realized that post bifurcation of the Andhra Pradesh, the state became deficient in tertiary healthcare sector as most of the multi/specialty hospitals were located in Hyderabad.

To overcome the said deficiency, APIIC has identified prime land parcels at multiple locations in Andhra Pradesh which would be handed over to Multi/Super Specialty Hospital Developers cum Operators free of cost provided that they commit the minimum investment threshold fixed by APIIC for that particular land parcel for which it chooses to bid so that it shall be handed over to the Developer on a free hold basis if it is the Selected Bidder.

The method of selection of the Selected Bidder is described in this RFP.

4.2 PROPOSED PROJECT

With above background, APIIC has planned for the development of a Multi/Super Specialty Hospital over a 3.28 acre land parcel located at Mutyalampadu, Vijayawada, NTR District which shall cater to the tertiary healthcare requirements of people settled in NTR District primarily and people from neighboring districts as well by collaborating with the experienced private sector healthcare players. APIIC has decided to undertake the development of the Project through private sector participation by allotting the land on Outright Sale (ORS) basis, and has decided to carry out the bidding process for selection of a private entity to whom the Project may be awarded as per the terms and conditions laid down in this Request for Proposal (**"RFP"**).

Following is the burden of disease for the Vijayawada location for the period of Financial Year 2020 as per the data made available by Dr. YSR Aarogyasri Trust.

S. No.	Name of Specialty	No. of patients
1	ONCOLOGY	6,625
2	NEPHROLOGY	1,329
3	GYNAECOLOGY AND OBSTETRICS SURGERY	1,007
4	CARDIAC AND CARDIOTHORACIC SURGERY	963
5	OPHTHALMOLOGY SURGERY	899
6	POLY TRAUMA	870
7	GENITO URINARY SURGERIES	608
8	GENERAL SURGERY	482
9	ORTHOPEDIC SURGERY AND PROCEDURES	477

S. No.	Name of Specialty	No. of patients
10	NEUROSURGERY	424
11	CARDIOLOGY	342
12	NEUROLOGY	241
13	PEDIATRICS	225
14	ENT SURGERY	144
15	GASTROENTEROLOGY	119
16	SURGICAL GASTRO ENTEROLOGY	106
17	PULMONOLOGY	105
18	PEDIATRIC SURGERIES	54
19	PLASTIC SURGERY	40
20	GENERAL MEDICINE	38
21	ENDOCRINOLOGY	20
22	CRITICAL CARE	16
23	DERMATOLOGY	8
24	COCHLEAR IMPLANT SURGERY	6
25	RHEUMATOLOGY	3
	TOTAL	**15,151**

For this purpose, Proposals are invited from Bidders with the objective to select a developer, having the financial capability, project management and development experience to successfully develop, finance, build, operate and maintain the Project, who offers the highest and best investments and operational terms for bringing high quality and affordable healthcare to the residents of the state of Andhra Pradesh.

APIIC proposes to enter into an Agreement with the Bidder having the required strengths to:

- Design, finance and construct the proposed Project
- Operate and maintain the Project effectively.
- Market the Project to achieve optimum levels of capacity utilization and efficient, cost-competitive, value added service to the users.
- Provide at least 50% of the committed Bed Capacity towards patients enrolled under the Dr. YSR Aarogyasri Scheme.
- Commit certain minimum number of full time Vijayawada city stationed specialist doctors and equipment to offer multi/super specialty healthcare treatment as per the choice of the Selected Bidder

Towards this end, APIIC invites proposals from interested parties for implementation of the Project as per the terms and conditions of this RFP.

4.3 PROJECT STRUCTURE

APIIC would provide the land for the development of the Project on 'Outright Sale (ORS) Basis' to the Selected Bidder. The relationship between APIIC and the Selected Bidder would be set forth and described under the terms and conditions of the Agreement to be entered between APIIC with the Developer.

4.3.1 Responsibilities of the Selected Bidder

The Selected Bidder shall be entirely responsible for:

a) Payment of Performance Security to APIIC (as detailed in Annexure-2 of this RFP) at the time of entering into Sale Deed.

b) Submission of Detailed Project Report (DPR) within 30 (thirty) days from the date of issuance of Letter of Award (LoA) by APIIC. The DPR shall cover details including, but not limited to, detailed layout plan, building plans, elevation plans, construction schedule, cost estimates, no. of specialist doctors to be stationed at Vijayawada, bed capacity, etc.

   APIIC shall reserve the right to solicit any clarifications/ modifications to the DPR and suggest modifications to the technical and architectural specifications of the Project which may result in a change in the Project Cost up to a maximum of 5% (five percent) as compared to the one estimated in the DPR. APIIC shall examine the DPR in order to verify whether the DPR adheres to the general guidelines (as specified in the RFP) for development of the Project and specific approval for the layout plan and designs need to be obtained from the concerned authorities.

c) Mobilizing funds for the Project and achievement of financial closure within 3 (three) months from the Commencement Date.

d) Procurement of all necessary approvals, sanctions, permits etc. required for commencing and implementing the Project within 3 (three) months from the Commencement Date,

e) Start construction within 3 (three) months from the Commencement Date,

f) Implementation of the Project as per specifications and time schedule given in the RFP & subsequently in the Agreement,

g) Achievement of Project Completion Date within 2 (two) years from the Commencement Date.

h) Marketing and promotion of the Project,

i) Operation and maintenance of the Project safely and securely as per the standards to provide the required levels of service to its users,

j) The upkeep of safety and quality standards at all facilities of the Project,

k) Collection, appropriation and allocation of revenue, fees, charges from the users of the Project,

l) Payment of all dues under the Agreement to APIIC.

The Selected Bidder may sub-contract/ franchise-out functions of operations/ maintenance / management of the Project with such agencies as it may consider competent and fit. However, the Developer would at all times be responsible for discharging all its obligations under the Agreement without any reference to any other party operating in the premises and all such subcontracts/ franchise shall be dependent of and co-terminus with the agreement.

4.3.2 Role of APIIC

a) Allotment, transfer of land for free to the Selected Bidder on “as is where is basis”, in

accordance with the terms and conditions of the Agreement provided as Annexure-3 of this RFP, provided that the Selected Bidder shall have given a bank guarantee to the APIIC as Performance Security in accordance with the terms hereof;

b) Provide reasonable support and assistance to the Selected Bidder in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project

c) Provide reasonable assistance to the Selected Bidder in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Selected Bidder than those generally available to commercial customers receiving substantially equivalent services

4.3.3 Conditions Precedent for executing Agreement to Sell

APIIC and the Selected Bidder shall enter into an 'Agreement to Sell' stipulating the terms and conditions of the sale of land provided in Annexure – 3, within 30 (thirty) days from the fulfillment of the below conditions:

a) Submitting a notarized affidavit to APIIC that it shall willingly handover the land to APIIC, if it is not able to construct the Hospital as per its Business Proposal specifications within 2 years from the Commencement Date. Further in such case, the Bidder shall not seek any compensation in cash or kind from APIIC / Govt. of AP and absolve APIIC / Govt. of AP of any responsibility and forfeit its right to take any legal action against APIIC / Govt. of AP under any Court of law in India related to development of Multi / Super Specialty Hospital in Andhra Pradesh as part of this process.

b) Submission of Detailed Project Report (DPR) within 30 (thirty) days from the date of issuance of Letter of Award (LoA) by APIIC

c) Completion of both the conditions as stated in Clause 4.3.3 (a) and Clause 4.3.3(b)

4.3.4 Conditions Precedent for executing the Sale Deed

Sale Deed will be issued by APIIC in favor of the Selected Bidder in one instance. Sale Deed for a particular land parcel will be issued upon meeting the following criteria: -

a) 100% (hundred percent) construction completion of the built-up area proposed on that land parcel. The Selected Bidder shall achieve Project Completion Date within 2 (two) years from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel the allotment made through 'Agreement to Sell' and to resume the land.

b) Achievement of license to operate the hospital with the bed capacity that shall be committed by the Selected Bidder in its Business Proposal in Section 11 / Exhibit – 4 of this RFP

c) Installation of the bed capacity as per the number of Multi/Super Specialty that shall be committed by the Selected Bidder in its Business Proposal in Section 11 / Exhibit – 4 of this RFP.

d) The Developer has on its rolls the number of Specialist Doctors that it commits in its Business Proposal in Section 11 / Exhibit – 4 of this RFP.

e) The Developer has made the committed investment in the Project as stated in its Business Proposal in Section 11 / Exhibit – 4 of this RFP. The certificate for proof of investment shall be produced to certify the investment from a Chartered Accountant or Statutory Auditor of the SPV.

f) The Developer has created a Board of Directors to oversee the proposed project and has appointed at least one official nominated by the Government, preferably of Joint Collector or above cadre, as recommended by the Government in the Board of SPV.

g) The Developer has empaneled with the Dr. YSR Aarogyasri Health Care Trust and committed % of the Bed Capacity stated in the Business Proposal towards patients enrolled through the Dr. YSR Aarogyasri Health Care Scheme

h) The Project is consistent with all applicable norms of the Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Rules, 2007 published vide Notification No. G.O. Ms. No. 135, Health, Medical and Family Welfare (K2), dated 28.04.2007 and its subsequent modifications, if any

4.4 PROJECT CONCEPT

The basic project concept conceived by APIIC requires the Selected Bidder to develop multi/super specialty hospital as per the terms of this RFP and all items contracted to be created/invested in as per Agreement to be signed with the Selected Bidder. The Bidders shall provide information concerning this as per the format specified in Exhibit-4.

4.5 CONFORMANCE TO STANDARDS

The Selected Bidder shall conform and comply with all relevant laws, rules and regulations including the following:

- Project Design and Layout as approved by Competent Authority.
- Statutory guidelines issued by Central / State / Local Authority (ies) on development of Allopathic Private Medical Care Establishments .
- Compliance with relevant Zoning Regulations.
- Environmental Standards and Pollution Control Norms as laid down by Central / State Pollution Control Board.
- Standards / Restrictions as laid down by the relevant Central / State / Local Authority (ies) for proper treatment and discharge of solid and liquid waste.
- Energy efficient techniques to be utilized in the building design and operation.
- Rainwater management systems should be adopted to recharge ground water and reduce run-off.
- Existing local development controls, under law for the time being in force shall be binding if they are more limiting than the Project Specifications.

4.6 APPROVALS AND SUPPORT OF APIIC TO THE PROJECT

It shall be the responsibility of the Bidder to secure all necessary approvals, sanctions, permits etc. from the concerned authorities for development & operation of the project at their cost

and expense and APIIC and Department of Health, Medical and Family Welfare (GoAP) will provide reasonable assistance to the Selected Bidder in obtaining clearances and approvals.

4.7 COMMITMENT TO A FAIR AND TRANSPARENT PROCESS

APIIC is keen to ensure that the process leading to the selection of the Bidder is fair, transparent, efficient, interactive, and protects the confidentiality of the information shared by Bidders with it. The selection process has been designed keeping these objectives in mind, and APIIC shall take all steps to ensure that the above objectives are realized.

5. DESCRIPTION OF THE SELECTION PROCESS

5.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the Request for Proposal is based on a single cover system as indicated below:

Cover: Business Proposal

The Bids received would be subject to a responsiveness check followed by a stepwise evaluation procedure as described below.

5.2 RESPONSIVENESS OF BID

The Bids submitted by Bidders shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- It is not received within the time and date specified.
- It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.
- It is not signed and/or sealed in the manner and to the extent indicated in Section 6 of this RFP.
- It is not accompanied by the requisite Bid Processing Fee and/or the valid Bid Security.

Following is the process of Evaluation of Responsive Bids.

5.3 EVALUATION OF BUSINESS PROPOSAL

The Evaluation Criteria for the Business Proposal and the information to be submitted are detailed in Section 7 of this RFP. The contents of the Business Proposal shall be first examined towards meeting the key requirements from the Applicant i.e.: -

a. Any individual / public entity /private entity / consortium / not-for-profit organization / Joint Venture or any combination of the above shall be considered as a Bidder who can submit Business Proposal in response to the RFP.

b. At least ₹100 crore investment in the Project needs to be committed in the Business Proposal.

c. At least 100 beds in the Project needs to be committed in the Business Proposal. Out of the proposed number of beds, at least 50% of the beds shall be committed for patients availing the benefit under Dr. YSR Aarogyasri scheme.

d. At least 30% equity contribution from Bidder out of the investment committed in the proposed hospital.

e. Bidder should propose at least 2 specialty/super-specialty treatment in the proposed hospital.

f. Timelines committed for 100% operationalizing (*where "operationalizing" shall mean to be meeting all the conditions precedent in terms of Clause 4.3.4 by the Selected Bidder*) the Project shall be within a period of 2 years from Commencement Date.

g. The Bidder shall have a minimum Net Worth of Indian Rupees Twenty-Five Crore (Rs. 25 crore) at the close of the preceding financial year to the financial year in which the bids have been invited. The Bidder shall provide a certificate from its Statutory Auditor/Chartered Accountant certifying the Net Worth of the Bidder.

All the Bidders who satisfy the above-mentioned criteria, will be termed as a 'Qualified Bidder' and the bids submitted by the Qualified Bidders shall be shortlisted for scoring against the following parameters:

PARAMETERS	**Total Marks - 100**
A. INVESTMENT	**Max. Marks - 20**
Investment committed of less than ₹100 crore	Disqualified
Investment committed of ₹100 crore	0 Mark
For every additional investment of ₹10 Crore proposed over minimum stipulated investment of ₹ 100 crore	1 Mark
B. COMMITTED BED CAPACITY	**Max. Marks - 20**
Committed bed capacity for less than 100 beds	Disqualified
Bed capacity committed for 100 beds	0 Mark
For every 10 additional beds committed over minimum stipulated bed capacity of 100 beds	1 Mark
C. PROPOSED NO. OF DR. YSR AAROGYASRI SCHEME BEDS	**Max. Marks – 25**
For 100% of the bed capacity committed towards Dr. YSR Aarogyasri Scheme	25 marks
For bed capacity committed equal to or more than 90% and less than 100 % towards Dr. YSR Aarogyasri Scheme	20 marks
For bed capacity committed equal to or more than 80% and less than 90 % towards Dr. YSR Aarogyasri Scheme	15 marks
For bed capacity committed equal to or more than 70% and less than 80 % towards Dr. YSR Aarogyasri Scheme	10 marks
For bed capacity committed equal to or more than 60% and less than 70 % towards Dr. YSR Aarogyasri Scheme	05 marks
For bed capacity committed equal to or more than 50% and less than 60 % towards Dr. YSR Aarogyasri Scheme	2.5 marks
For bed capacity committed less than 50% towards Dr. YSR Aarogyasri Scheme	Disqualified
D. SPECIALTY TREATMENT *(The 'Selection Committee' shall be the adjudicator of classification of the proposed treatment type by the Bidder as Specialty/Super Specialty for award of marks. The decision of the Committee in this regard shall be final and will hold true for all the bidders who participate in the bidding process)*	**Max. Marks – 15**
For any two or more-transplant surgical specialty is committed for either kidney, liver, lung, heart or bone marrow	8 mark
For any one transplant surgical specialty is committed for either kidney, liver, lung, heart or bone marrow	5 mark
For Oncology related specialties/Super specialties	4 mark
For Cardiology related specialties/Super specialties	4 mark

PARAMETERS	Total Marks - 100
For Neurology related specialties/Super specialties	3 mark
For any other Super Specialty other than in Oncology/Cardiology/Neurology	2 mark
For any other Specialty other than in Oncology/Cardiology/Neurology	1 mark
E. NO OF SPECIALIST DOCTORS PROPOSED TO BE PERMANENTLY STATIONED IN THE HOSPITAL	**Max. Marks – 20**
No. of beds per specialist doctor is equal to or less than 10	20 marks
No. of beds per specialist doctor is equal to or less than 11 and more than 10	15 marks
No. of beds per specialist doctor is equal to or less than 12 and more than 11	10 marks
No. of beds per specialist doctor is equal to or less than 13 and more than 12	5 marks
No. of beds per specialist doctor is equal to or less than 14 and more than 13	2.5 marks
No. of beds per specialist doctor is more than 14	Disqualified

The Qualified Bidder who secures the maximum marks out of 100 shall be the Selected Bidder. Ranking of the 'Qualified Bidders' shall be performed in the descending order of marks secured i.e. the Qualified Bidder who secures the highest marks shall be ranked 1st, the Qualified Bidder who scores the next highest marks shall be ranked 2nd so on and so forth.

The 2nd and the 3rd ranked Bidder shall be kept in 'Reserve' and upon the sole discretion of the Selection Committee, the 2nd and the 3rd ranked Bidder may be invited to invest in 'Public Interest', if balance land is available in immediate vicinity after allotment to Selected Bidder.

h. There may be one or more Selected Bidders for one location, and they shall be allocated land in proportion to the number of beds proposed in Exhibit – 4 i.e., Business Proposal and subject to the availability of land as per the below mentioned table:

No. of Beds proposed as per the Business Proposal	Allotment of land in Acres
100 – 125	1 Acre
126 - 149	1.25 Acre
150 - 174	1.25 Acre
175 – 199	1.50 Acre
200 – 224	1.50 Acre
225 – 249	2.00 Acre
250 – 274	2.00 Acre
275 – 300	2.50 Acre

For e.g. suppose 2 acres of land is available at a particular site and there are 2 qualified bidders ranked 1st and 2nd. If each one of them has proposed 100 bedded hospital, then 1 acre of land shall be allocated to each of them. If one of the qualified bidder withdraws then the balance land not utilized by the higher ranked qualified bidder shall be offered to the next qualified bidder as per their rank during the evaluation.

5.4 TIMETABLE AND MILESTONES

S. No.	Milestones	Envisaged Schedule
1.	Issuance of RFP	10.01.2024
2.	Proposal Due Date - Last date for submission of Proposals/Bids	3 pm on 09.02.2024
3.	Opening of Sealed Envelope	3:30 pm on 09.02.2024

In order to enable APIIC meet the target dates, Bidders are requested to respond expeditiously to clarifications, if any, requested during the evaluation process. APIIC will adhere to the above schedule to the extent possible. APIIC, however, reserve the right to modify the same. Intimation to this effect will be posted on the Official Website (http://www.apiic.in/downloads_tenders.html) for the benefit of all Bidders.

6. PROCEDURES TO BE FOLLOWED

6.1 REPLIES TO CLARIFICATIONS

APIIC will post the reply to all such queries on the Official Website (specified in Section 5.4) without identifying the source of queries. APIIC reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging APIIC to respond to any question or to provide any clarification.

Bidders are advised that their Bids be completely devoid of any conditions, whatsoever. Conditions, if any, may be addressed in writing before Proposal Due Date mentioned in Section 5.4 of this RFP. In respect of conditions received, the following shall apply:

1. APIIC reserves the right not to consider any condition that in the sole discretion of APIIC, is found unacceptable.
2. If in APIIC's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by APIIC and the "Common Accepted Conditions" will be made available to all Bidders by posting it on the Official Website (specified in Section 5.4 of this RFP).
3. In respect of suggestions / alterations proposed in the Project Concept or other aspects of the Project, APIIC will consider them and the result will be made available to all Bidders by posting it on the Official Website (specified in Section 5.4 of this RFP).
4. In case any conditions accepted by APIIC has material impact on the proposal, the bidding process will be annulled, and fresh proposals will be invited.

At any time prior to the deadline for submission of Bids, APIIC 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 Addendum/ Amendment and posting it on the Official Website (specified in Section 5.4 of this RFP). Any of the Addendum / Amendment / Corrigenda / Corrigendum issued by APIIC after the issuance of the RFP and till the time limit of submission of Bids shall be deemed to form and be read and construed as integral part of this RFP.

6.2 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, shall be addressed to:

Sri. YSRKVVVL Narasimha Rao, Chief Engineer - III
Andhra Pradesh Industrial Infrastructure Corporation Limited
9th floor, APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503
Phone No.: (+91)7675891199
Email: chiefengineer3-ap@apiic.in

6.3 SITE VISIT AND SURVEY

Bidders may prior to submitting their Bid for the Project, visit and inspect the site of the Project and its surroundings at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and any other information necessary for preparing their Bids including, inter alia, the actual nature and conditions at the site, availability of materials, stores, labour, probable sites for labour camps, etc. and the extent of

lead and lift required for the execution of the work over the entire duration of the construction period, after taking into account the local conditions, traffic restrictions, obstructions in work, if any, etc.

For the above purpose, APIIC will endorse prospective Bidders' request for permission for a site visit. APIIC may or may not depute a representative to accompany the Bidder. The Bidders shall be responsible for all arrangements and shall release and indemnify APIIC and/or its agents from and against all liability in respect thereof and shall be responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen.

The Bidders shall be deemed to have full knowledge of the site, whether physically inspected or not.

6.4 SUBMISSION OF THE BID

6.4.1 Cover: Technical Proposal

The information to be submitted by the Bidders in its Proposal is described in Section 7 of this RFP.

The Bidder shall place one (1) original + one (1) copy of its Proposal in a sealed envelope, which shall be inscribed as under:

"Cover - Proposal

Submitted by: _____. (Name of Bidder)"

6.4.2 Submission of the Bid

The cover of the Bid organized as above, shall be placed in a sealed outer envelope with the following inscription:

"RFP for Selection of Developer of Development & Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh"

Name of the Bidder: _____

The cover should be addressed to:

Sri. YSRKVVVL Narasimha Rao, Chief Engineer - III
Andhra Pradesh Industrial Infrastructure Corporation Limited
9th floor, APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503
Phone No.: (+91)7675891199
Email: chiefengineer3-ap@apiic.in

The envelope shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of APIIC"

If the envelope is not sealed and marked as instructed above, APIIC assumes no responsibility

for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.

The Bidder can submit the Bid by registered post/ courier or submit the Bid in person, so as to reach the designated address by the time and date stipulated in Section 5.4 of this RFP. APIIC shall not be responsible for any delay in submission of the Bids. Any Bid received by APIIC after the deadline for submission of the Bids stipulated in Section 5.4 of this RFP shall not be opened.

6.5 INITIALLING OF THE BIDS

Each page of the Bid should be initialed by the Authorized Representative and Signatory of the Bidding Entity/ Bidding Consortium.

6.6 INSTRUCTIONS TO BIDDERS

All Bidders should note the following:

1. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this Request for Proposal or those that do not contain the Covering Letter or Letters of Acceptance as per the specified formats may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
3. All communications and information should be provided in writing and in English language only.
4. The metric system shall be followed for all units of measurement.
5. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
6. No change in or supplementary information to a Bid shall be accepted once submitted. However, APIIC reserves the right to seek additional information from the Bidders, if found necessary during the course of evaluation of the Bid. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by APIIC, the Bid would be evaluated solely on the basis of the available information.
7. The Bids shall be evaluated as per the criteria specified in this RFP. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, APIIC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Bidders.
8. The Bidder should designate one person (**"Authorized Representative and Signatory"**) authorized to represent the Bidder in its dealings with APIIC. The **"Authorized Representative and Signatory"** shall hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The

Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.

9. The Bid (and any additional information requested subsequently) shall also bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the Bid.
10. APIIC reserves the right to vet and verify any or all information submitted by the Bidder.
11. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by APIIC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of APIIC and if APIIC is adequately satisfied.
12. The Selected Bidder would be required to form a Special Purpose Vehicle of the nature of the 'Developer' as was defined in the Section 3.9 of this RFP for the implementation and operations of the project.
13. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. APIIC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
14. A Bidder shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, APIIC shall be entitled to forfeit and appropriate the Bid Security or the Performance Security paid by the Selected Bidder, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by APIIC and not by way of penalty for, inter alia, the time, cost and effort of APIIC, including consideration of such Bidder's proposal (the **"Damages"**), without prejudice to any other right or remedy that may be available to APIIC under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
    i. the Bidder, its Consortium Member or Associate (or any constituent thereof) and any other Bidder, its Consortium Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Consortium Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Consortium Member or Associate, as the case may be) in the other Bidder, its Consortium Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Section 6.6.(19), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) 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 (b) subject always to sub-section (a) 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-section (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder; or

iii. such Bidder, its Consortium Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Consortium Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Consortium Member or any Associate thereof; or

iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

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

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, or is deemed or published as an **"Associate Office"**; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Bidder (the **"Associate"**); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. 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 percent) 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 or by contract.

6.7 FRAUD AND CORRUPT PRACTICES

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 Letter

of Award (LoA) and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, APIIC may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Selected Bidder, as the case may be, if it determines that the Bidder or Selected Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, false statement, misrepresentation, restrictive practice in the bidding process or has violated the terms of the Bid. In such an event, APIIC shall be entitled to cancel the Bid and forfeit and appropriate the Bid Security or the Performance Security paid by the Selected Bidder, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to APIIC under the Bidding Documents and/or the Agreement, or otherwise. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount.

Without prejudice to the rights of APIIC hereinabove and the rights and remedies which APIIC may have under the LoA or the Agreement, or otherwise if a Bidder or Selected Bidder, as the case may be, is found by APIIC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Selected Bidder, as the case may be, shall not be eligible to participate in any tender or RFP issued by APIIC during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by APIIC 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.

For the purposes of this Section 6.8, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **"corrupt practice"** means 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 APIIC who is or has been associated in any manner, directly or indirectly, with the bidding process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of APIIC, shall be deemed to constitute influencing the actions of a person connected with the bidding process);

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, 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 APIIC 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.

6.8 VALIDITY OF TERMS OF THE BID

Each Bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not more than 1 (one) year from the last date for submission of the Bid. Non-adherence to this requirement may be a ground for declaring the Bid as non-responsive.

6.9 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS

6.9.1 Bid Processing Fee

Bidders are requested to pay a non-refundable Bid Processing Fee for an amount specified in the **Annexure-2** of this RFP. This will be paid in the form of a Demand Draft Payable to APIIC and must accompany Cover 1. Bids that are not accompanied by the above bid-processing fee shall be rejected by APIIC as non-responsive.

6.9.2 Bid Security

Bidders are required to submit a Bid Security for an amount specified in the Annexure-2 of this RFP valid for 1 (one) year from the last date for submission of the Bid and shall accompany Cover 1 and the Selected Bidder shall get it reissued prior to its expiry with a validity upto the Project Completion Date. The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-2.

Bids, which are not accompanied by the above bid security, shall be rejected by APIIC as non-responsive. APIIC shall reserve the right to forfeit the Bid Security (by invoking the Bank Guarantee) under the following circumstances:

a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 6.8 of this RFP;

b) If the Bidder withdraws the bid at any time during the stipulated period of Bid validity as per Section 6.9 of this RFP (or as may be extended)

c) If the Bidder, for the period of Bid validity: (i) In APIIC's opinion, commits a material breach of any of the terms and/or conditions contained in the RFP and/or subsequent communication from APIIC in this regard and/or (ii) Fails or refuses to execute the Letter of Award (in the event of the award of the Project to it) and/or (iv) Fails or refuses to sign the Agreement.

d) If the Selected Bidder is not able to achieve the Project Completion Date within 2 years from the Commencement Date.

The Bid Security of the unsuccessful Bidders can cease to be in force after 30 (thirty) days following the announcement of award of the Project to the Selected Bidder and the issuance of the Letter of Award.

The Bid Security of the Selected Bidder shall be returned on achievement of Project Completion Date within 2 years from the Commencement Date as specified in the Annexure-2 of this RFP.

7. COVER: TECHNICAL PROPOSAL EVALUATION

7.1 THE OBJECTIVE OF THE TECHNICAL EVALUATION

The objective of the Technical evaluation is to check whether the Bidder:

- Committed at least ₹100 crore investment in the proposed hospital in its Proposal
- Committed to operationalize at least 100 beds in the proposed hospital in its Proposal
- Has proposed at least 2 specialty/super-specialty treatment in the proposed hospital.
- Has proposed at least 30% equity contribution in the financing of the proposed project
- If any Bidder fails to satisfy even one of the above-mentioned criteria, then it shall be disqualified. All the Bidders who shall meet the above stated criteria shall be shortlisted for scoring to identify the Selected Bidder

7.2 ELIGIBILITY CRITERIA

7.2.1 Entities Eligible to bid for the project

The following entities would be eligible to bid for the project either individually or as a Consortium.

- Individuals
- Proprietorship Firm
- Partnership Firm
- Private Limited Company
- Public Limited Company
- Not for Profit organizations
- Trusts
- Joint Venture
- Consortium

However, the conditions prescribed in this RFP apply to the Bidding Entity or the Bidding Consortium.

7.3 TECHNICAL PROPOSAL: INFORMATION FORMATS

7.3.1 INFORMATION TO BE SUBMITTED WITH THE BID:

(i) Bid Processing Fee for an amount specified in the Annexure-2 of this RFP;
(ii) Covering Letter as per the format given in Exhibit-1;
(iii) Bid security as per the format given in Exhibit-2;
(iv) Description of the Bidder as per the format given in Exhibit-3;
(v) Information submission as per format given in Exhibit-4.
(vi) Net Worth certificate of the Bidder as certified by a Chartered Accountant / Statutory Auditor of the Bidder

7.3.2 BUSINESS PROPOSAL: EVALUATION CRITERIA

The objective of the Business Proposal is to ascertain the profile of the Bidder and to assess the plan of the Bidder for execution of proposed project which can be evaluated on the basis of the criteria outlined in Section 5.3 of this RFP.

7.4 EVALUATION PROCESS

In evaluating the Business Proposal, APIIC reserves the right to seek clarifications from the Bidders. The Bidders shall be required to furnish such clarifications.

Further to the evaluation, if in APIIC's opinion, the Business Proposal is materially deficient or inconsistent in any aspect; the Bid shall be declared Non-Responsive and shall not be considered for further evaluation.

7.5 BUSINESS PROPOSAL: INFORMATION FORMATS

The information requirements for submission of the Business Proposal are detailed in Exhibit-4.

8. EXHIBIT-1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Bidding entity or the Lead Member of a Bidding Consortium, along with the Cover 1 of the Bid)

Date:

Place:

To,
The Vice Chairman & Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited
11th floor, APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur
Andhra Pradesh - 522503

Dear Sir,

Sub: Bid for Development & Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh

Please find enclosed, our Bid for Development & Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh in response to the Request for Proposal (RFP) dated _____ issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC).

We hereby confirm the following:

1. The Bid is being submitted by _____ *(name of the Bidding entity)* who is the Bidder in accordance with the conditions stipulated in the RFP.ϕ

   The Bid is being submitted by _____ *(name of the Lead Member)* who is the Lead Member of the Bidding Consortium comprising _____ *(mention the names of the entities who are the Consortium Members)*, in accordance with the conditions stipulated in the RFP. Our Bid includes the Letter(s) of Acceptance in the format specified in the RFP.ϕ

2. We have examined in detail and have understood its content and the terms and conditions stipulated in the RFP issued by APIIC and in any subsequent communication sent by APIIC. 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 APIIC.

3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding. We

ϕ *Please strike out whichever is not applicable*

would be solely responsible for any errors or omissions in our Bid.

4. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP. ϕ

   The Bidding Consortium of which we are the Lead Member satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP. ϕ

5. We as the Bidding Company/ Lead Member ϕ, designate Mr./ Ms. _____ *(mention name, designation, contact address, phone no., fax no., etc.)*, as our Authorized Representative and Signatory who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the us in respect of the Project.

For and on behalf of :

Signature :

(Authorized Representative and Signatory of the Bidding Entity or Lead Member of the Bidding Consortium)

Name of the Person :

Designation :

Company Seal :

Note: Power of Attorney authorizing the Representative is to be attached.

ϕ *Please strike out whichever is not applicable*

Format for Power of Attorney for Authorized Representative

(To be executed by the Bidding Entity or by all members in case of Consortium)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Development & Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh proposed by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) (the "Authority") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts/agreements and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the 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 _____, 20**.

For_____

(Signature)

(Name, Title and Address)

Witnesses:

Accepted [Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, 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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Format for Power of Attorney for Lead Member of Consortium

(To be executed by all members in case of Consortium)

Whereas Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC) ("the Authority") has invited Bids for the Development & Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh ("the Project").

Whereas, _____, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts/agreements and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

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

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

For _____ (Name & Title)

For _____ (Name & Title)

For _____ (Name & Title)

Witnesses:

1

2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, 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 legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

9. EXHIBIT-2: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be executed on appropriate value of Non-Judicial Stamp Paper as per Stamp Act prevailing in the State of Andhra Pradesh)

WHEREAS, _____ *(name of the Bidding Entity / Lead Member of the Bidding Consortium)*, hereinafter called "the Bidder", wishes to submit his Bid for, Development and Operation of Multi/Super Specialty Hospital at Vijayawada, Andhra Pradesh in response to the Request for Proposal (RFP) issued by Andhra Pradesh Industrial Infrastructure Corporation Limited (APIIC), hereinafter called "the Bid",

KNOW ALL MEN by these presents that we _____ *(name of bank)* of _____ *(country)* having our registered office at _____ _____ (hereinafter called "the bank") are bound to the Andhra Pradesh Industrial Infrastructure Limited, or its successor, (hereinafter referred to as "APIIC") in the sum of Rs. _____ (Rupees _____ only) which payment can truly be made to APIIC. The Bank binds themselves, their successors and assigns by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____ 2024.

THE CONDITIONS of this obligation for invoking the guarantee (APIIC) are:

(a) If the Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 6.8 of the RFP;

(b) If the Bidder withdraws its Bid at any time during the stipulated period of 1 (one) year of Bid Validity specified in the Request for Proposal (or such period of validity as may be extended as per Section 6.8 of the RFP)

(c) If the Bidder, for the period of the Bid Validity as per Section 6.9 of the RFP:

  (i) in APIIC's opinion, commits a material breach of any of the terms and/ or conditions contained in the RFP and/ or subsequent communication from APIIC in this regard; and/ or

  (ii) fails or refuses to accept the Letter of Award (in the event of the award of the Project to it); and/or

  (iii) Fails or refuses to sign the Agreement as defined in the RFP.

The Guarantee will remain in force up to and including the date of expiry of the period of Bid Validity as stated in the RFP or as extended by APIIC at any time as per Section 6.9 of the RFP, notice of which extension to the Bank being hereby waived.

Provided however, that

- In the event that Bidder is selected for award of the Project through the issuance of the Letter of Award, the Bid Security shall remain in force for a period of one year from the date of issuance.

  OR

- In the event this Bidder is not selected for award of the Project, the Bid Security shall remain in force up to and including a period of 30 (thirty) days after the announcement of award of the Project to the Selected Bidder and the issuance of the Letter of Award awarding the same.

Notwithstanding anything contained herein above:

1. our liability under this guarantee shall not exceed Rs. _____ (Rupees _____only)
2. this guarantee is valid from _____ to _____
3. we are liable to pay guaranteed amount or part thereof only if you serve upon us a written claim or demand on or before _____

Any demand in respect this Guarantee should reach the Bank not later than the date of expiry (as defined above) of this Guarantee.

Signature of Authorized Representative of the Bank : _____

Name and Designation : _____

Seal of the Bank : _____

Signature of the Witness : _____

Name of the Witness : _____

Address of the Witness : _____

10. EXHIBIT-3: DESCRIPTION OF THE BIDDING ENTITY/ BIDDING CONSORTIUM

Name of the Bidding Entity / Bidding Consortium	
Name of the Lead Member (In case of a Bidding Consortium)	

In case of a Bidding Consortium:

S. No.	Name of Each Consortium Member	Proposed % equity contribution into the project

11. EXHIBIT-4: FORMAT FOR INFORMATION SUBMISSION FOR BUSINESS PROPOSAL *(Refer Clause 5.3 of the RFP)*

The Business Proposal shall consist of following information and be presented as per the below produced format:

1. Brief summary on the profile of Bidder.

i. Year of incorporation
ii. Promoters and shareholding
iii. Experience in healthcare sector
iv. Geographic presence
v. Details of specialist doctors on rolls of the Bidder as on Bid Submission Date (The Bidder needs to mandatorily enclose the degree certificates of all the doctors which are mentioned by it in the below table):

S. No.	Doctor Name	Specialization	Educational qualification	Yrs. of experience
1.				
2.				
3.				
4.				
n.				

2. Plan for execution of proposed hospital project

i. Proposed bed capacity in the Project

Bed Capacity in number	

ii. Percentage of bed capacity in the Project to be reserved for the Dr. YSR Aarogyasri Scheme

Percentage of Bed Capacity reserved for patients enrolled through Dr. YSR Aarogyasri Scheme	

iii. Details of specialty/ super specialty treatments proposed including any organ transplant specialty

S. No.	List of Proposed Specialty / Super Specialty / Organ Transplant Specialty	Bed Capacity dedicated against each proposed Specialty / Super Specialty Organ Transplant Specialty
1.		
2.		
3.		
4.		
n.		

iv. Number of Specialist Doctors proposed to be employed in the Project at Vijayawada

Number of Specialist Doctors proposed to be employed in the Project at Vijayawada	

v. Investment committed towards proposed project:

Details of Project Cost	**In Rs. Lakhs**
Site development	
Civil Works	
Hospital Equipment & Machinery	
Consultancy Expenses (Architectural / Technical / Project Management, etc.)	
Interest During Construction	
Any other, please specify	
TOTAL	

a. Proposed means of finance

The proposed capital structure shall be given in the following format:

Capital Structure	**Amount (Rs)**
Equity	
Debt	

Details regarding proposed Equity shall be given in the following format: -

Name of the Equity Investor	**Amount (Rs)**

***The Bidder shall certificate of net worth obtained from the statutory auditor / chartered accountant.*

Details regarding proposed Debt shall be given in the following format: -

Name of the Financial Institution	**Amount (Rs)**

***The Bidder shall submit a comfort letter from the financial institution(s) regarding the amount proposed as debt in the capital structure of the project*

Proposed Project Implementation Schedule:

Period from the date of signing of the Agreement, or the date of handing over of the site, whichever is later	**Percentage of Work to be completed in physical terms**	**Percentage of Work to be completed in cost terms**
At the end of 6 months		
At the end of 12 months		
At the end of 18 months		
At the end of 24 months		

12. EXHIBIT-5: PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
Vice Chairman & Managing Director
Andhra Pradesh Industrial Infrastructure Corporation Limited
11th floor, APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur - 522503
Andhra Pradesh

WHEREAS:

(A) …….. (the **"Selected Bidder"**) and the …… (the **"APIIC"**) have entered into a Agreement to Sell (the "Agreement") wherein the APIIC shall agree to the Selected Bidder undertaking the development of the Project, subject to and in accordance with the provisions of the Agreement.

(B) The Agreement requires the Selected Bidder to furnish a Performance Security to the APIIC in a sum of Rs._____ Crore (the **"Guarantee Amount"**) as security for due and faithful performance of its obligations, under and in accordance with the Sale Agreement entered into with APIIC.

(C) We,…….. through our Branch at…….. (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the APIIC upon occurrence of any failure or default in due and faithful performance of all or any of the Selected Bidder's obligations, under and in accordance with the provisions of the Sale Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Selected Bidder, such sum or sums upto an aggregate sum of the Guarantee Amount as the APIIC shall claim, without the APIIC being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the APIIC, under the hand of an Officer not below the rank of Vice Chairman and Managing Director in the APIIC, that the Selected Bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the APIIC shall be the sole judge as to whether the Selected Bidder is in default in due and faithful performance of its obligations during the Construction Period under the Agreement and its decision that the Selected Bidder is in default shall be final, and binding on the Bank, notwithstanding any differences between the APIIC and the Selected Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by

the discharge of the Selected Bidder for any reason whatsoever.

3. In order to give effect to this Guarantee, the APIIC shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Selected Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the APIIC to proceed against the Selected Bidder before presenting to the Bank its demand under this Guarantee.

5. The APIIC shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Selected Bidder contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the APIIC against the Selected Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the APIIC, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the APIIC of the liberty with reference to the matters aforesaid or by reason of time being given to the Selected Bidder or any other forbearance, indulgence, act or omission on the part of the APIIC or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the APIIC in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Selected Bidder under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force from the date of issuance of this Bank Guarantee until the 2nd anniversary of the commencement of operation date of the Hospital and unless a demand or claim in writing is made by the APIIC on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the APIIC under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the APIIC in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have

been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the APIIC that the envelope was so posted shall be conclusive.

10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period equivalent until the second (2^{nd}) anniversary of the commencement of operation date of the hospital or until it is released earlier by the APIIC pursuant to the provisions of the Agreement. The date of commencement of operation of the hospital shall be certified by the District Collector concerned.

Signed and sealed this ……. day of……., 20…… at ……..

SIGNED, SEALED AND DELIVERED
For and on behalf of
the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

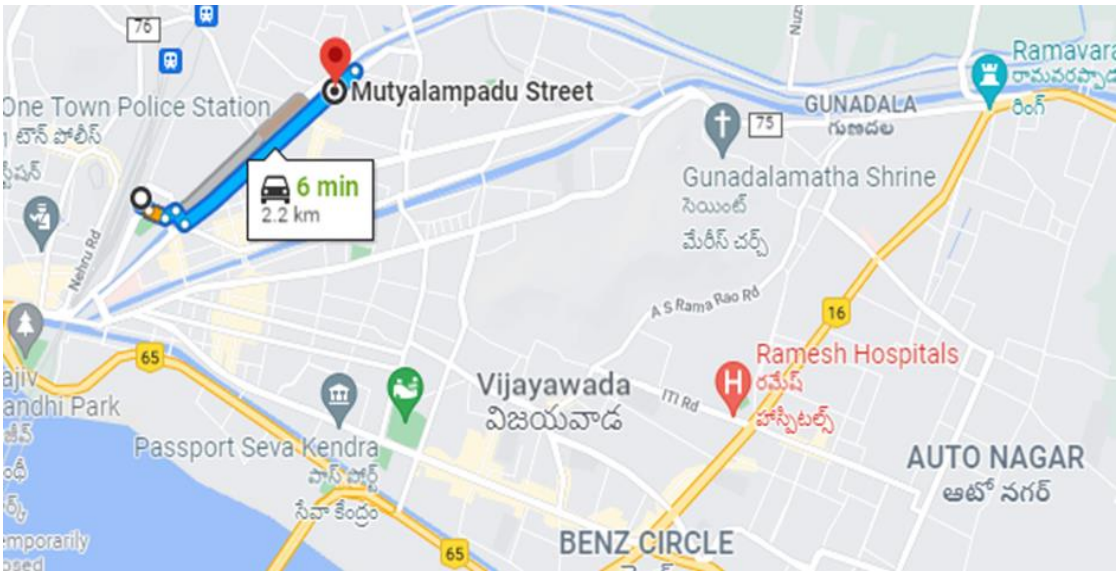
(Address)

Notes:

i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
ii. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

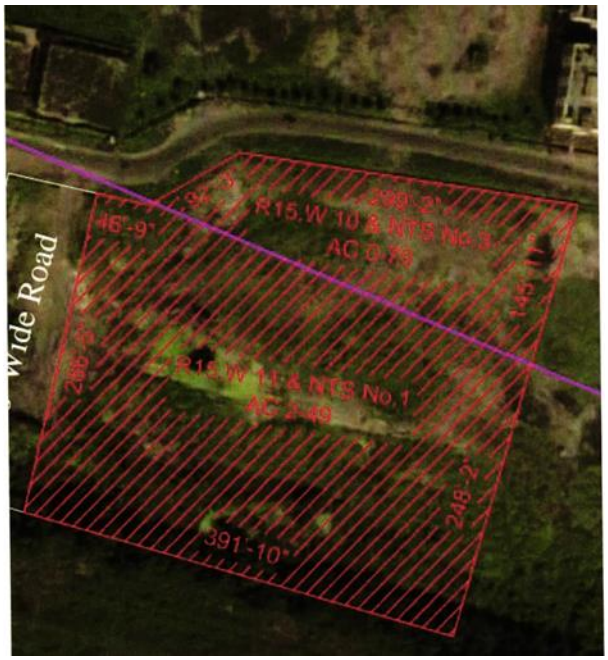
13. ANNEXURE-1: DETAILS OF THE PROJECT SITE

13.1 Site Features



- The Govt. of Andhra Pradesh has proposed to establish the Multi / Super Specialty Hospital on a 3.28-acre land parcel available at Revenue Ward No. 15, Block No.11 & Block No. 10, NTS No.1 & NTS No. 3 in Mutyalampadu village of Vijayawada
- The site is located 2.2 km away from the Vijayawada Railway Station and 17.7 km away from the Vijayawada Airport.

13.2 Site Map



90' Wide Road
LAND PROPOSED FOR HEALTH HUB

14. ANNEXURE-2: FEES AND DEPOSITS TO BE PAID BY THE BIDDERS FOR THE PROPOSED PROJECT

1. Bid Processing Fee

Bidders are required to pay a non-refundable Bid Processing Fee of Rs. 29,500/- (Rupees twenty-nine thousand five hundred only) i.e. Rs 25,000 + 18% GST along with the Bid. The Bid Processing Fee shall be in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favor of the Andhra Pradesh Industrial Infrastructure Corporation Limited payable at Vijayawada.

2. Bid security

Bidders are required to submit a Bid Security for an amount equal to Rs. 10 Lakh (Rupees ten lakh only). The Bid Security shall be in the form of a Bank Guarantee from any Scheduled Bank. In case of Foreign Bidders, the Bank Guarantee shall have to be from the corresponding local branch of the Foreign Bank. The form of the Bank Guarantee shall be as per the Format indicated in Exhibit-2. The account details of APIIC are as follows:

Bank: Union Bank of India
Branch: Mangalagiri, Guntur
Account No: 013411100003855
IFS Code: UBIN0803669

3. Performance Security

The Selected Bidder shall for the performance of its obligations, provide to the APIIC no later than the date of 30 days within the issue of Letter of Award (LoA), an irrevocable and unconditional guarantee from a Bank for a sum equivalent to 25% of the value of the Project Site which is Rs. 10.65 crore (Indian Rupees ten crore and sixty five lakh only) per acre, in the form set forth in Exhibit-5 (the “Performance Security”).

15. ANNEXURE-3: DRAFT AGREEMENT TO SELL

AGREEMENT TO SELL

This Agreement to Sell **("Agreement")** made on this the _____ Day of _____ **2024** at Guntur, Andhra Pradesh, India.

BETWEEN

Andhra Pradesh Industrial Infrastructure Corporation Limited, a Company registered under the Companies Act 1956, having its registered Office at 4th Floor, Parisrama Bhavan, Fateh Maidan Road, Basheerbagh, Hyderabad - 500004 and having its corporate office at APIIC Towers, Plot No. 1, IT Park, Mangalagiri, Guntur – 522503, represented by its _____ (Designation) (which term shall include his successors in office and assigns hereinafter referred to as **"APIIC"**).

AND

_____, a company incorporated under the Companies Act, 2013 / a society under The Societies Registration Act 1860 / a trust under the Indian Trust Act, 1882 / a Section 8 company as per Companies Act,2013 / and having its registered office at _____, represented by its _____ [insert designation of authorized representative and signatory], _____[insert name of authorized representative and signatory] who is authorized to sign this document as per Board Resolution /Power

of Attorney dt:_____ (which expression shall unless context requires otherwise include their heirs, executors administrators and legal representatives hereinafter referred to as the **"Developer"**)

APIIC and the Developer are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. APIIC offered an extent of_____Acre land situated at Mutyalampadu, Vijayawada, NTR District of Andhra Pradesh on 'as is where is' basis (hereinafter referred to as **"Project Site"**), through an Advertisement published in daily Newspaper for development and operation of Multi/Super Specialty Hospital on the Project Site (hereinafter referred to as **"Project"**), in accordance with the terms set out in this Agreement, through private sector participation by allotting the land free of cost on Outright Sale (ORS) basis. The description of the Project Site is specified in Schedule-1 of this Agreement.

B. APIIC is the sole and absolute owner, and peaceful possessor of the Project Site.

C. Pursuant to evaluation of the Proposals that were received, APIIC accepted the Proposal submitted by _____ [Selected Bidder] and a Letter of Award (LoA) bearing number _____ dated _____ was issued to the _____ [Selected Bidder] for allotment of Project Site. APIIC acknowledges that _____ [Selected Bidder] has signed and returned the duplicate copy of the LoA in acknowledgement thereof vide their letter bearing number _____ dated _____.

D. _____ [Selected Bidder (Bidding Entity/ Bidding Consortium)] has promoted the Developer ("Special Purpose Vehicle" or "SPV") and has requested APIIC through a letter bearing number ___ dated ____ to accept the Developer as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder under the LoA, including the obligation to enter into this Agreement pursuant to the LoA for implementing the Project.

E. APIIC acknowledges that the [Selected Bidder / Developer] has paid an amount of Rs. _____ (Rupees _____ only) towards the Performance Security by means of a Bank Guarantee dated _____, bearing number _____ on _____ [name of bank]

F. APIIC acknowledges that the [Selected Bidder / Developer] has submitted an affidavit stating that it shall willingly handover the land to APIIC, if it is not able to construct the Hospital as per its Business Proposal specifications within 2 years from the date of handover of land. Further in such case, the Bidder shall not seek any compensation in cash or kind from APIIC / Govt. of AP and absolve APIIC / Govt. of AP of any responsibility and forfeit its right to take any legal action against APIIC / Govt. of AP under any Court of law in India related to development of Multi / Super Specialty Hospital in Andhra Pradesh as part of this process. The EMD amount deposited by the Selected Bidder shall be forfeited by APIIC if the Selected Bidder fails to construct the hospital project within the timelines specified in the bid document i.e., 2 years.

G. Further in such case, the Bidder shall not seek any compensation in cash or kind from APIIC / Govt. of AP and absolve APIIC / Govt. of AP of any responsibility and forfeit its right to take any legal action against APIIC / Govt. of AP under any Court of law in India related to

development of Multi / Super Specialty Hospital in Andhra Pradesh as part of this process.

H. APIIC, in pursuance of the Bid Documents (Request for Proposal), LoA and the correspondence APIIC had with the Developer now agreed to execute this Agreement.

I. Whereas the vacant physical possession of the Project Site is handed over to the Developer on _____ for implementation of the Project.

J. The Project Site cannot be hypothecated or Mortgaged to any Bank, Non-Banking Financial institution or any other body or person for the purpose of raising of loan on the Project Site or submission of this Sale Agreement as a Security for the purpose of raising loan until the Title of Project Site is transferred from APIIC to the Selected Bidder / Developer.

K. The Sale Deed to be issued by APIIC shall be a 'Conditional Sale Deed' with a clause that it shall be valid till the time the Developer is operating and maintaining the hospital as per the commitments made by it in the Business Proposal submitted as part of its Bidding Documents. If at any time during the normal course of the operations of the Hospital, the Developer is found to be defaulting on its commitments made by it in the Business Proposal submitted as part of its Bidding Documents, then the Conditional Sale Deed shall be revoked and the entire hospital project including the land, buildings, machinery and equipment or any other movable and immovable object being utilized in the Hospital shall be auctioned and the proceeds of the auction shall be deposited with the Government of Andhra Pradesh or any of its assignees after first paying the amounts due to any creditor to the SPV/Project such as nationalized banks.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. The date and time are the essence of this Agreement.
2. The Developer agrees and assures that they will not request for execution of the Sale Deed until project is implemented as detailed in this Agreement. The Developer expressly agrees upon intimation of its eligibility for Sale Deed by APIIC, to take the Sale Deed and take steps for registration of the same within one month of such intimation by APIIC.
3. APIIC has assured the Developer that APIIC has the marketable title for the Project Site, which is free from encumbrances and the Developer has verified and satisfied itself regarding the same.
4. The Developer shall pay charges/taxes for supply of water, electricity and other services to the administration or some other agency as the case may be as per applicable law, within the stipulated time, from the Commencement Date, failure in respect of which would entail the services being disconnected.
5. The Developer shall bear, pay and discharge all existing and further amounts, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the Project Site or upon the occupier in respect thereof from the Commencement Date.
6. The Developer having agreed to hold the Project Site on the terms and conditions hereinafter mentioned. APIIC hereby authorizes the Developer to perform its obligations as detailed in this Agreement. APIIC will not be responsible for any claims arising out of or related to the construction of hospital or healthcare services provided by the Developer from any third parties.

7. a) The Developer shall use the Project Site for setting up of the Project and the Developer agree that they shall not put up any structure or building other than as agreed upon through this Agreement without the prior permission in writing of APIIC.

   b) The Developer expressly agree and undertake that the Project Site shall be utilized exclusively for the purpose set forth in this Agreement and that no change shall be made without the written sanction of APIIC.

   c) The Developer shall mobilize funds for the Project and achieve financial closure within 3 (three) months from the Commencement Date.

   d) Within 3 (three) months from the Commencement Date, the Developer shall apply to the competent authorities and procure all necessary approvals, sanctions, permits etc. required for commencing the construction for the Project. The Developer shall make necessary applications and sign all papers, to appear before the competent authorities to pay necessary fees/premium required and to do all other acts and things as may be necessary for getting the necessary approvals, sanctions, permits etc. APIIC shall provide reasonable support and assistance to the Developer in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project.

   e) The Developer shall apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required. APIIC shall provide reasonable assistance to the Developer in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favorable to the Developer than those generally available to commercial customers receiving substantially equivalent services.

   f) The Developer shall start construction within 3 (three) months from the Commencement Date from the date of execution of this Agreement. The Developer shall implement the Project on the Project Site as per the sanctioned plans and according to specifications and other requirements of the competent authorities and shall employ contractors, architects, structural engineers, surveyors and other professionals as may be required in the construction and implementation of the Project.

   g) The Developer shall implement the Project as per specifications and time schedule given in this Agreement. The Developer shall follow the below mentioned general guidelines for development of the Project:

      i. 100% (hundred percent) investment made in the development of the Project as committed in the Business Proposal submitted as per Exhibit-4 of the RFP. The Developer shall furnish a Chartered Accountant Certificate or Certificate from the Statutory Auditor who normally audits the accounts of the Company in support of its investment made. The Developer shall achieve Project Completion Date within 2 (two) years from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel the allotment made through 'Agreement to Sell' and to resume the Project Site apart from forfeiting the Performance Security submitted by the Developer.

      ii. Achievement of license to operate the hospital with the bed capacity as mentioned in the Business Proposal submitted as per Exhibit-4 of the RFP by the Developer within 2

(two) years from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel the allotment made through 'Agreement to Sell' and to resume the Project Site apart from forfeiting the Performance Security submitted by the Developer.

iii. Installation of the bed capacity as per the number of Multi/Super Specialty that is committed by the Developer in its Business Proposal as per Exhibit-4 of the RFP.

iv. The Developer has on its rolls the number of Specialist Doctors that it committed in its Business Proposal as per Exhibit-4 of the RFP.

v. The Developer has created a Board of Directors to oversee the proposed project and has appointed at least one official nominated by the Government, preferably of Joint Collector or above cadre, as recommended by the Government in the Board of SPV.

vi. The Developer has empaneled with the Dr. YSR Aarogyasri Health Care Trust and committed % of the Bed Capacity stated in the Business Proposal as per Exhibit-4 of the RFP towards patients enrolled through the Dr. YSR Aarogyasri Health Care Scheme

vii. The Project is consistent with all applicable norms of the Andhra Pradesh Allopathic Private Medical Care Establishments (Registration and Regulation) Rules, 2007 published vide Notification No. G.O. Ms. No. 135, Health, Medical and Family Welfare (K2), dated 28.04.2007 and its subsequent modifications, if any.

h) The Developer shall represent before the public, local and/or private authorities in respect of the construction of the Project and to make such of the actions and things as may be necessary for effectually commencing the construction work and completing the same.

i) The Developer shall complete the implementation of the Project within 2 (two) years from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel the allotment made through 'Agreement to Sell' and to resume the Project Site apart from forfeiting the Performance Security submitted by the Developer.

j) The Developer shall apply for and obtain occupation and completion certificate from the competent authorities on completion of the Project.

k) The Developer shall market and promote the Project.

l) The Developer shall operate and maintain the Project safely and securely as per the standards to provide the required levels of service to its users.

m) The Developer shall collect, appropriate and allocate revenue, fees, charges from the users of the Project.

n) The Developer shall pay all dues under the Agreement to APIIC.

o) That as and when the Project Site is no longer required by the Developer for the aforesaid purpose, the Developer shall forthwith relinquish and restore the Project Site in favor of APIIC provided such surrender of the property by the Developer is made before cancellation of the allotment by APIIC for breach of any of the covenants of this Agreement. In the event of surrender, no refunds/reimbursements shall be made by APIIC and the complete Performance Security shall be forfeited by APIIC.

p) The Developer shall not permit any sale by auction upon the Project Site or suffer the Project Site to be used, in such a way as to cause nuisance, annoyance or inconvenience to the occupiers of the area and the patients of the hospital.

q) The Developer shall permit APIIC or their agent or officers with or without workmen at all reasonable times, with prior notice to the Developer, to enter upon the Project Site to view the conditions thereof.

r) The Developer shall not obstruct flow of natural courses of water flowing through the land if any existing in the Project Site.

s) The Developer shall not transfer or change the ownership/ constitution of the business relating to the Project without obtaining specific permission in writing from APIIC.

t) The Developer shall allow APIIC to recover the amounts in any way recoverable by it from the Developer as per law in force at the time without prejudice to the rights of the Financing Agency.

u) That APIIC is competent to enforce the compliance with all the rules and regulations and the provisions of any other act in force in respect of the Project and the Developer shall be responsible for complying at its cost with all instructions issued from time to time in this regard.

v) Sale Deed will be issued by APIIC in favor of the Developer on satisfying all the conditions as mentioned in the Clause 4.3.4 of the RFP within 2 years from the Commencement Date. In case of failure to comply with this timeline, APIIC shall have right to cancel the allotment made through 'Agreement to Sell' and to resume the Project Site apart from forfeiting the Performance Security submitted by the Developer. In case of failure to comply with this timeline, APIIC shall have right to cancel the allotment made through this Agreement and to resume the Project Site apart from forfeiting the Performance Security submitted by the Developer.

8. That if the Developer commits breach of the any of the covenants herein contained, the allotment stands cancelled and this Agreement shall stands determined without any notice thereupon the Developer will be treated as an encroacher and a trespasser who will have no right whatsoever in the Project Site under these presents and it shall be lawful for APIIC to re-enter upon the Project Site and resume the possession thereof and also of the buildings standing thereon, the transfer made in favour of the Developer under these presents shall become null and void and all rights of the Developer in the Project Site under this Agreement and any building therein shall at once cease and determined. In event of cancellation/ resumption of the Project Site, the Performance Security submitted by the Developer shall remain forfeited towards use and occupation of the Project Site.

9. All the costs and expenses of an incidental to the preparation and execution of this Agreement shall be paid by the Developer.

10. In all the matters of doubts concerning and in respect of this indenture, the decision of APIIC shall be final and binding on the Developer and any default by the Developer there of shall be deemed to be breach of the terms of this indenture.

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

Signed, Sealed and Delivered	Signed, Sealed and Delivered
For and on behalf of APIIC	For and on behalf of the Developer
Of the first part	Of the first part
Signature	Signature
Name	Name
Designation	Designation
Seal:	Seal:
In the presence of	In the presence of
1. _____	1. _____
2. _____	2. _____

SCHEDULE-1: Description of the Project Site

Plot No. _____ measuring_____Acre situated at Mutyalampadu, Vijayawada, NTR District in Survey Numbers as per the list below is bounded by:

NORTH : _____

SOUTH : _____

EAST : _____

WEST : _____

WITNESSES: For and on behalf of APIIC

1)

2)

WITNESSES: For and on behalf of Developer

1)

2)